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UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

IN RE: FRAGRANCE END-USER PLAINTIFF ANTITRUST LITIGATION	Case No. 2:23-cv-16127-WJM-JSA **<u>NOTICE OF MOTION</u>**

To: All persons on ECF service list

COUNSEL:

PLEASE TAKE NOTICE that at the Fairness Hearing set by the Court for September 15, 2026 at 10:00 a.m., or as soon thereafter as counsel may be heard, the undersigned counsel for End-User Plaintiffs Alethea Andrews, Charlette Atencio, Maria Barron, Apostle Cynthia Bolden, Douglas Borowski, Terry Brown, Mandy Bryant, Liridon Camaj, Scott Carpenter, Casey Christensen, Joseph Collins, Sophia Dashab, Matthew DeNapoles, Brian Depperschmidt, Letia Dickerson, Paula DiCianno, Mirlinda Elmazi, Jodie Elmore, Dana Evans, Alex Greenzweig, Shan Greer, Andrea Hogan, Jessica Howe, Suzen Isai, Phyllis Jackson, Samuel Johnson, Jasmine Judy, Tiffnie Kitchens, Sandra Kluessendorf, Nancy Koepke, Arlinda Kongoli, Isaac Landreth, Nicole Langlo, Brandy Littrell, Monica Lord, Kionna Love, Stephen Mack, Alana Manuia, Leslee Martin, Michele Matheny, Jennifer McGehee, Milan Montano, Havva Murtishi, Daniel Nabavian, Frank Novak, Nicole Padilla, Carmen Pelliteri, Yvonne Peychal, Eleanor Pressler, Mary Peterson, Cynthia Reese, Christine Schorr, Masees Skenderian, Berniece Van Der Berg, Elli Ward, Kimberly Webb, Tonia West, and Charlotte Williams (collectively "EUPs") shall move before the Honorable William J. Martini, U.S.D.J., at the Martin Luther King, Jr. Federal Building, 50 Walnut Street, Newark, N.J. 07102, Courtroom 4B, for entry of a Final Order and Judgment granting final approval of the proposed settlement reached in the above-captioned consolidated action ("Consolidated Action"), between EUPs on behalf of themselves and the EUP Settlement Class and Defendant

International Flavors & Fragrances, Inc. ("IFF"). The terms of the proposed settlement are memorialized in the Stipulation and Agreement of Settlement, dated March 16, 2026 (the "Settlement Agreement").

EUPs respectfully request that the Court:

(a) Grant final approval of the Settlement Agreement as fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e) and direct its consummation according to its terms;

(b) Finally certify the EUP Settlement Class for settlement purposes only under Federal Rule of Civil Procedure 23(a) and (b)(3);

(c) Confirm the appointment of the named EUPs as Settlement Class Representatives;

(d) Confirm the appointment of Kimberly A. Justice of Justice Jagher London & Millen LLC and Kellie Lerner of Shinder Cantor Lerner LLP as EUP Settlement Class Counsel;

(e) Find that the notice provided to the EUP Settlement Class satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), 23(e), and due process, and that notice was provided pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715;

(f) Direct that, as to IFF, the Consolidated Action shall be dismissed with prejudice and, except as provided for in the Settlement Agreement, without costs;

(g) Order that Plaintiffs and the Settlement Class are permanently enjoined and barred from instituting, commencing, or prosecuting an action or other proceeding asserting any Settlement Class Released Claims against any IFF Released Party;

(h) Provide that the Court shall retain exclusive jurisdiction over the settlement and this Settlement Agreement, including the administration and consummation of the settlement;

(i) Determine under Fed. R. Civ. P. 54(b) that there is no just reason for delay and direct that the judgment of dismissal as to IFF shall be final and entered forthwith; and

(j) Grant such other and further relief as the Court deems just and proper.

This motion is made on the grounds that the Settlement Agreement, which establishes an $11,000,000 settlement fund and provides for IFF's material cooperation in the ongoing litigation against the remaining Defendants, is fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e). This motion is supported by the accompanying memorandum of law; the Declaration of Kimberly A. Justice, and the exhibits thereto, including the Declaration of Evan H. Levicoff

Regarding Compliance with 28 U.S.C. § 1715 on Behalf of Defendant International Flavors & Fragrances Inc.; the Declaration of the Hon. Layn R. Phillips (Ret.); the Declaration of Cameron R. Azari, Esq. Regarding Commencement of Notice Plan; and all prior proceedings herein. A proposed form of order is submitted herewith. IFF does not oppose this motion.

Dated: June 12, 2026

Respectfully submitted:

By: */s/ Kimberly A. Justice*
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CERTIFICATE OF SERVICE

The undersigned attorney of record hereby certifies that on this date, a true and correct copy of the foregoing was filed electronically using the Court's CM/ECF system, which will cause notice and a copy of this filing to be served upon all counsel of record.

Dated: June 12, 2026

Respectfully submitted,

/s/ *Kimberly A. Justice*
Kimberly A. Justice (*pro hac vice*)

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE: FRAGRANCE END-USER PLAINTIFF ANTITRUST LITIGATION	Civil Action No: 2:23-cv-16127-(WJM)(JSA) Hon. William J. Martini, U.S.D.J. Hon. Jessica S. Allen, U.S.M.J.

END-USER PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR FINAL APPROVAL OF SETTLEMENT WITH DEFENDANT INTERNATIONAL FLAVORS & FRAGRANCES, INC., CERTIFICATION OF PROPOSED SETTLEMENT CLASS, AND RELATED RELIEF

End-User Plaintiffs ("EUPs"),[1] on behalf of the End-User Settlement Class ("EUP Settlement Class" or "Settlement Class"), seek final approval of their Settlement with International Flavors & Fragrances, Inc. ("IFF" or "Settling

[1] End-User Plaintiffs are Alethea Andrews, Charlette Atencio, Maria Barron, Apostle Cynthia Bolden, Douglas Borowski, Terry Brown, Mandy Bryant, Liridon Camaj, Scott Carpenter, Casey Christensen, Joseph Collins, Sophia Dashab, Matthew DeNapoles, Brian Depperschmidt, Letia Dickerson, Paula DiCianno, Mirlinda Elmazi, Jodie Elmore, Dana Evans, Alex Greenzweig, Shan Greer, Andrea Hogan, Jessica Howe, Suzen Isai, Phyllis Jackson, Samuel Johnson, Jasmine Judy, Tiffnie Kitchens, Sandra Kluessendorf, Nancy Koepke, Arlinda Kongoli, Isaac Landreth, Nicole Langlo, Brandy Littrell, Monica Lord, Kionna Love, Stephen Mack, Alana Manuia, Leslee Martin, Michele Matheny, Jennifer McGehee, Milan Montano, Havva Murtishi, Daniel Nabavian, Frank Novak, Nicole Padilla, Carmen Pelliteri, Yvonne Peychal, Eleanor Pressler, Mary Peterson, Cynthia Reese, Christine Schorr, Masees Skenderian, Berniece Van Der Berg, Elli Ward, Kimberly Webb, Tonia West, and Charlotte Williams.

Defendant").[2] The Settlement was the product of arm's-length negotiations between experienced antitrust counsel and was reached after two and a half years of hard-fought litigation that has included extensive factual investigation, motion practice, and discovery. On April 28, 2026, the Court preliminarily approved the Settlement, preliminarily certified the EUP Settlement Class, and appointed EUP Settlement Class Counsel ("Class Counsel") and EUP Settlement Class Representatives. ECF No. 207 ("Prelim. Appr. Order"). The Court also approved the Notice Plan and form and content of notices to be provided to the EUP Settlement Class and appointed Epiq as Claims Administrator for the purpose of administering the Notice Plan. Prelim. Appr. Order at 4.

The IFF Settlement provides for a Settlement Fund of $11 million (together with interest, the "IFF Settlement Fund"), as well as significant and important cooperation from IFF to continue to prosecute the case against the Non-Settling Defendants. In exchange, EUPs and the EUP Settlement Class agree to release all claims against IFF that arise out of or relate to the conduct alleged in this litigation. Settlement Agreement (Ex. A) ¶¶ 4-11. The proposed Settlement is an excellent result for the Class and is well within the range of reasonableness. It is in the best interest of the proposed Settlement Class Members, and is fair, reasonable, and

[2] A copy of the Settlement Agreement is attached as Exhibit A to the Justice Declaration. Capitalized terms used herein and not otherwise defined have the meaning ascribed to them in the Settlement Agreement.

adequate, and warrants final approval under Federal Rule of Civil Procedure 23(e)(2).

The proposed Plan of Distribution for the Settlement Fund is independent of the Settlement Agreement with IFF and will be submitted to the Court for approval and devised and implemented with the assistance of the Claims Administrator at a later date.

On May 28, 2026, Epiq began disseminating Notice to the Class in accordance with the Court-approved Notice Plan.[3] Notice has been extensive and multi-faceted. It has consisted of targeted digital advertising ("Digital Notices") on the Google Display Network and placed in leading social media platforms in the United States. *Declaration of Cameron R. Azari, Esq. Regarding Commencement of Notice Plan* ("Azari Decl.") (filed contemporaneously herewith) ¶¶ 9-17. The Digital Notices will generate approximately 460 million targeted impressions and will run for approximately six weeks. *Id.* ¶ 17. A Publication Notice will appear in the weekly People Magazine, as a one-third page ad unit displaying the address of the settlement website and toll-free telephone number for Settlement Class members to receive additional information. *Id.* ¶ 18. Notice also included sponsored search listings and an Informational Release over PR Newswire's US1. *Id.* ¶¶ 19-20. Epiq also disseminated notice and related information on

[3] ECF No. 200-5, approved at ECF No. 207 (the "Notice Plan").

www.fragranceconsumersettlement.com, a website dedicated to the Settlement, and provided information and support via a dedicated toll-free telephone line. *Id.* ¶¶ 21-24. The response to date to the IFF Settlement has been overwhelmingly positive: As of June 8, 2026, Epiq has received no requests for exclusion and is aware of no objections to the Settlement. *Id.* ¶ 25.

For the reasons set forth below, EUPs respectfully request that the Court enter an Order in the form submitted herewith ("Proposed Order") for: (1) final approval of the Settlement Agreement; and (2) final certification of the EUP Settlement Class for settlement purposes only.

I. BACKGROUND

EUPs incorporate by reference the discussion of the background and procedural history of this litigation contained in their Memorandum in Support of their Motion for Preliminary Approval. ECF No. 200-1. In sum, the EUP Settlement Class consists of thousands of class members who will benefit from this Settlement. This litigation has been vigorously prosecuted for two and a half years. It includes multiple class action cases against thirteen different Defendants. It has progressed through motion to dismiss briefing and partially through discovery. Class Counsel have zealously represented EUPs and have invested significant time and expense in doing so. They submit that this Settlement, achieved after six months of robust arm's-lengths negotiation with IFF, is the best resolution the Settlement Class could achieve from this Defendant at this time, and that it is an excellent result for the class.

II. MATERIAL TERMS OF THE SETTLEMENT

The IFF Settlement defines the EUP Settlement Class as follows:

> all Persons who, during the Class Period, purchased in the United States consumer products or household goods, not for resale, which contained Fragrance Products that were manufactured or sold by Defendants or their subsidiaries or affiliates, INCLUDING Plaintiffs, but specifically EXCLUDING: purchasers that purchased Fragrance Products directly from Defendants, purchasers that purchased Fragrance Products manufactured by Defendants other than directly from Defendants for incorporation in finished consumer products or household goods, Defendants, IFF Released Parties, conspirators, the officers, directors, or employees of any Defendant or conspirator, any entity in which any Defendant or conspirator has a controlling interest; any affiliate, legal representative, heir, or assign of any Defendant or co-conspirator, and any Person acting on their behalf. Also excluded from the Class are any judicial officer presiding over the Consolidated Action and the members of his/her immediate family and judicial staff, and any juror assigned to the Consolidated Action, as well as any Person who or

> which submits a valid and timely request for exclusion in accordance with the requirements set forth in the Class Notice and whose request is accepted by the Court. For the avoidance of doubt, the Settlement Class includes Persons who purchased in the United States consumer products or household goods that contained Fragrance Products manufactured or sold by Defendants or their subsidiaries or affiliates (i) from a seller located outside the United States, or (ii) from a seller in the United States that acquired Fragrance Products manufactured or sold by Defendants outside the United States from that seller's foreign affiliate, or from Defendants or their subsidiaries or affiliates.

Settlement Agreement (Ex. A) ¶ 1.

Pursuant to the Settlement Agreement, IFF has paid $11,000,000 (the "Settlement Amount") into an escrow account at The Huntington National Bank for the benefit of the EUP Settlement Class. This amount was deposited into the account within five business days after entry of the Preliminary Approval Order (ECF No. 207) and has been accruing interest. *Id.* ¶¶ 21-29; ECF No. 207. These funds represent a substantial recovery for the EUP Settlement Class and, together with any interest earned, constitute the Settlement Fund. Settlement Agreement ¶ 15.

The Settlement Fund will be used to pay any attorneys' fees, expenses and class representative service awards that the Court deems appropriate. *Id.* ¶ 25.

Additionally, the Settlement Fund shall be used to pay for all costs and expenses reasonably and actually incurred in connection with providing Class Notice and the administration of the Settlement, including the payment of taxes. *Id.* The remaining funds shall constitute the Net Settlement Fund, which Plaintiffs propose to distribute to Class members on a *pro rata* basis. *Id.* ¶ 1.ee. Plaintiffs' proposed framework and allocation plan, including fees and expenses, will be fair, reasonable, and consistent with precedent as it ensures any attorneys' fees and costs awarded by the Court will be transparent, subject to objection, and proportionate to the results Class Counsel has achieved for the EUP Settlement Class.

In addition, IFF will provide cooperation through reasonable best efforts by IFF to provide the Settlement Class, at IFF's sole cost and expense, with nonmonetary assistance in the prosecution of this matter through the provision of attorney proffers, witness interviews, documents, structured data, depositions, and witnesses at trial, as more fully explained in paragraphs 18-20 of the Settlement Agreement. Specifically, this will include, but is not limited to, the following: (1) proffers regarding (a) a general description of the manufacture and sale of Fragrance Products and (b) description of facts relevant to conduct described in the Consolidated Action, including but not limited to (i) the complained-of conduct and (ii) the products affected by such conduct; (2) production of (a) IFF sales data and (b) documents produced by IFF to governmental bodies, and (c) other reasonably requested documents and data; (3) oral presentations about the documents and data produced; (4) interviews of current IFF employees; (5) declarations and affidavits from current IFF employees, including regarding the authenticity and business record status of IFF documents and data; (6) depositions of current IFF employees; and (7) trial testimony of current IFF employees. *Id.* ¶¶ 18-19. IFF has already begun to fulfill its cooperation obligations, and this cooperation will continue to be instrumental in successfully prosecuting this action against the Non-Settling Defendants. Declaration of Kimberly A. Justice in Support of End-User Plaintiffs' Motion for Final Approval of Settlement With Defendant International Flavors & Fragrances, Inc., Certification of Proposed Settlement Class, and Related Relief ("Justice Decl.") (filed contemporaneously herewith) ¶ 33.

In exchange for the valuable consideration described above, members of the Settlement Class will release IFF from "any and all manner of claims . . . arising from or relating in any way to any conduct alleged or that could have been alleged in and arising from the factual predicate of the Consolidated Action, or any amended complaint or pleading therein, or the sale of Fragrance Products during the Class Period, which shall be deemed to include but not limited to: (i) communications related to Fragrance Products between any IFF Released Party and any other Defendants or other seller of Fragrance Products or participant in the conspiracy alleged in the Consolidated Action; (ii) agreements, arrangements, or understandings whether express or implied related to Fragrance Products between any IFF Released Party and any other Defendant or other seller of Fragrance Products or any other participant in the conspiracy alleged in the Consolidated Action; (iii) the sharing of customer information between any IFF Released Party and any other Defendant or other seller of Fragrance Products or any other participant in the conspiracy alleged in the Consolidated Action; and (iv) the establishment, calculation, communication, manipulation, or use of the price of any Fragrance Product. Settlement Agreement ¶ 1.kk.

Settlement Class Released Claims do not include claims based upon transactions executed solely outside the United States and arising under foreign laws belonging to any Person that is domiciled outside the United States. Further, Settlement Class Released Claims do not include (i) any claims against IFF asserting personal injury or physical harm arising from the purchase or use of IFF Fragrance Products; (ii) any claims related to or arising from IFF Flavor Products; (iii) any claims asserted in the Direct Purchaser Action; and (iv) any claims asserted in the Indirect Purchaser Action. *Id*. Notably, the release does not extend to any Non-Settling Defendants, who will remain jointly and severally liable for IFF's sales to the extent permitted or authorized by law. *Id.* ¶¶ 1, 11.

III. IMPLEMENTATION OF THE NOTICE PLAN AND REACTION OF THE CLASS TO THE SETTLEMENT

In the Preliminary Approval Order, the Court found that the proposed form and manner of notice set forth in the proposed Notice Plan satisfied Rule 23 and the constitutional requirements of due process. As reflected in the Azari Declaration, Epiq began implementing the Notice Plan after the Court's Preliminary Approval Order was entered, in accordance with the Court-approved plan. Azari Decl. ¶¶7-8.

As described more fully in the Azari Declaration, Epiq began disseminating Notice to the Class in accordance with the Court-approved Notice Plan on May 28, 2026.[4] Notice has been extensive and multi-faceted. It has consisted of targeted digital advertising ("Digital Notices") on the Google Display Network and placed in leading social media platforms in the United States, including Facebook, Instagram, X, Youtube, and Reddit. Azari Decl. ¶¶ 9-17. The Digital Notices will generate approximately 460 million targeted impressions and will run through July 8, 2026. *Id.* ¶ 17. A Publication Notice will appear on July 6, 2026, in the weekly People Magazine, as a one-third page ad unit displaying the address of the settlement website and toll-free telephone number for Settlement Class members to receive additional information. *Id.* ¶ 18. Notice also included sponsored search listings on *Google*, *Yahoo*, and *Bing!*. *Id.* ¶ 19. The sponsored search listings began on May 28, 2026, and will run through August 17, 2026. *Id.* A party-neutral Informational Release over PR Newswire's US1 was issued nationwide on May 28, 2026, to

[4] *See supra* note 3.

approximately 13,000 general media (print and broadcast) outlets, including local and national newspapers, magazines, national wire services, television and radio broadcast media across the United States as well as over 4,000 websites, online databases, internet networks, and social networking media. *Id.* ¶ 20. Epiq also disseminated notice and related information on www.fragranceconsumersettlement.com, a website dedicated to the Settlement, and provided information and support via a dedicated toll-free telephone line. *Id.* ¶¶ 21-24. Relevant documents, including the Long Form Notice, Settlement Agreement, Amended Complaint, and Preliminary Approval Order, and relevant information including relevant dates, instructions for opt-out or objection, and answers to frequently asked questions are posted on the website. *Id.* The settlement website address is prominently displayed in all notice documents. *Id.* As of June 8, 2026, there have been 45,233 unique visitor sessions to the Settlement Website, and 51,757 web pages have been presented. *Id.* The response to date to the IFF Settlement has been overwhelmingly positive: As of June 8, 2026, Epiq has received no requests for exclusion and is aware of no objections to the Settlement. *Id.* ¶ 25.

In addition, IFF has complied with its notification obligations under the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715. *See Declaration of Evan H. Levicoff Regarding Compliance With 28 U.S.C. § 1715 On Behalf of Defendant*

International Flavors & Fragrances Inc., attached as Exhibit E to the Justice Declaration.

IV. THE COURT SHOULD GRANT FINAL CERTIFICATION TO THE EUP IFF SETTLEMENT CLASS

The Court preliminarily held that the Settlement Class met all the prerequisites for class certification under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure. Prelim. Appr. Order at 1-2 (ECF No. 207). Since that time, nothing has happened that would cast doubt on that decision. Thus, final certification of the EUP IFF Settlement Class is appropriate.

V. FINAL APPROVAL OF THE EUP IFF SETTLEMENT IS APPROPRIATE

The Third Circuit embraces a "strong judicial policy in favor of class action settlement." *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 595 (3d Cir. 2010); *Sullivan v. DB Invs., Inc.,* 667 F.3d 273, 311 (3d Cir. 2011) (citing *Ehrheart* for the "strong presumption in favor of voluntary settlement agreements"). When reviewing a settlement, the Third Circuit recognizes a "strong policy favoring the finality of judgments and the termination of litigation. Settlement agreements are to be encouraged because they promote the amicable resolution of disputes and lighten the increasing load of litigation faced by the federal courts." *Ehrheart*, 609 F.3d at 595. As the Third Circuit repeatedly emphasizes, "[t]here is an overriding public interest in settling class action litigation, and it should therefore be encouraged." *In* *re Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litig*., No. 13-MD-2445, 2024 WL 815503, at *5 (E.D. Pa. Feb. 27, 2024); *Sullivan,* 667 F.3d at 311 ("This presumption is especially strong in class actions and other complex cases . . . because they promote the amicable resolution of disputes and lighten the increasing load of litigation faced by the federal courts.") (internal citations omitted).

In evaluating whether a settlement is fair, reasonable and adequate, the Court considers whether "(A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2); *In re Generic Pharms. Pricing Antitrust Litig*., No. 16-MD-2724, 2025 WL 845896, at *3-4 (E.D. Pa. Mar. 17, 2025) (discussing standard under Rule 23(e)). Further, as the 2018 Advisory Committee Notes to Subdivision 23(e)(2) explains, the "core concerns" listed in the text of Rule 23(e)(2) and set forth above do not "displace" a court's consideration of the other factors that have been adopted by each Circuit Court to assess the fairness of a class settlement.

Courts in the Third Circuit traditionally consider nine factors, set forth in *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975), when determining the fairness of a proposed settlement. The *Girsh* factors, which significantly overlap with the Rule 23(e)(2) factors, are: "(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; [and] (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation." *Id.* (internal quotation marks and citation omitted); *see also Sullivan*, 667 F.3d at 319-320; *In re Generic Pharms. Pricing Antitrust Litig.*, No. 16-MD-2724, 2025 WL 845896, at *4 n.29 (discussing *Girsh* factors); *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 323 (3d Cir. 1998) (listing additional factors that the court may consider if relevant).

Consideration of the *Girsh* factors and the criteria set forth in Rule 23 support final approval.

A. The Settlement Is Entitled to a Presumption of Fairness

Class action settlements in the Third Circuit are entitled to a presumption of fairness when "(1) the negotiations occurred at arm's length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected." *In re Nat'l Football League Players Concussion Injury Litig.*, 821 F.3d 410, 436 (3d Cir. 2016) (citations omitted). Here, the Settlement is the product of arm's-length settlement negotiations; those negotiations were conducted by experienced counsel after discovery commenced; and as of June 11, 2026, not a single objection has been received. As such, the Settlement is presumptively fair. Further, when closely examined in accordance with the Third Circuit's guidance for evaluating class action settlements, *see, e.g., In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004), the Settlement merits final approval.

B. Class Counsel and the Settlement Class Representatives Have Adequately Represented the Settlement Class (Fed. R. Civ. P. 23(e)(2)(A))

The inquiry into the adequacy of representation at the final settlement approval stage under Rule 23(e)(2)(A) requires review of class counsel's "actual performance . . . acting on behalf of the class." A*hrendsen v. Prudent Fiduciary Servs.*, LLC, No. CV 21-2157, 2023 WL 4139151, at *4 (E.D. Pa. June 22, 2023) (quoting Fed R. Civ. P. 23(e)(2) Advisory Committee Notes). Critical to this inquiry is whether class counsel had an "adequate information base," considering the "nature and amount of discovery," to agree to the settlement. *Id.* Since being appointed by the Court, Class Counsel have zealously and skillfully litigated this case through multiple stages, including motions to dismiss and jurisdictional discovery. Justice Decl. ¶¶ 7-16. Class Counsel have vigorously prosecuted this Action by preparing and filing a thoroughly researched Consolidated Amended Complaint, conducting extensive motion practice that led to the Court substantially upholding that Complaint, aggressively taking jurisdictional discovery during the pendency of the government's stay, and now pursuing merits discovery. Class Counsel reviewed materials produced in discovery to date and undertook extensive factual and legal investigation, enabling them to be as informed as possible to the relative strengths and weaknesses of EUPs' case. *Id.* ¶¶ 34-37. Class Counsel used their prior experience, skills, and familiarity with the facts and law of this case to negotiate the Settlement with IFF.

Similarly, the proposed Settlement Class Representatives have fulfilled their responsibilities on behalf of the Settlement Class. The named EUPs have vigorously prosecuted their claims and have the same litigation incentives as absent Class members. *Id.* ¶¶ 42-43. They have worked with Class Counsel on the litigation, reviewed pleadings, responded to discovery requests, and otherwise actively cooperated with Class Counsel in every respect. *Id.*; *see Braun v. Philadelphia Inquirer, LLC*, No. 22-CV-4185-JMY, 2025 WL 1314089, at *7 (E.D. Pa. May 6, 2025) (finding the requirement "easily met" as class representatives "devoted considerable time and effort assisting Class Counsel during the litigation in reviewing the Complaint and other filings, searching for documents in response to discovery requests, responding to written discovery, and engaging in a . . . mediation session”).

C. The Settlement Was Negotiated at Arm’s Length (Fed. R. Civ. P. 23(e)(2)(B))

Courts typically give deference to settlements that are the result of arm’s-length negotiation between experienced counsel, giving “substantial weight to the recommendations of experienced attorneys, who have engaged in arm’s-length settlement negotiations, in making this determination.” *In re Automotive Refinishing Paint Antitrust Litig.*, MDL No. 1426, 2003 WL 23316645, at *2 (E.D. Pa. Sept. 5, 2003). “A presumption of correctness is said to attach to a class settlement reached in arm’s-length negotiations between experienced, capable counsel after meaningful discovery.” *In re Nat’l Football League Players’ Concussion Inj. Litig.*, 307 F.R.D. 351, 387 (E.D. Pa. 2015) (quoting *In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 640 (E.D. Pa. 2003) (internal quotation marks and alterations omitted). *See also Whiteley v. Zynerba Pharms., Inc.*, No. 19-cv-4959, 2021 WL 4206696, at *4 (E.D. Pa. Sept. 16, 2021) (“Courts generally recognize that a proposed class settlement is presumptively valid where . . . the parties engaged in arm’s length negotiations after meaningful discovery.”) (citation omitted).

The Settlement is the product of vigorous arm's-length negotiations between Class Counsel and IFF's counsel under the guidance of former Judge Layn Phillips. Justice Decl. ¶¶ 34-41. The negotiations were extensive and hard fought, taking place in multiple iterations over the course of months. *Id.* Where, as here, a settlement proposed by experienced counsel results from arm's-length negotiations that took place under the supervision of a well-respected mediator, a presumption that the settlement is fair and reasonable is appropriate. *See, e.g., Alves v. Main*, No. 01-cv 14 Case 2:23-cv-16127-WJM-JSA, 2012 WL 6043272, at *22 (D.N.J. Dec. 4, 2012) ("The participation of an independent mediator in settlement negotiations virtually insures that the negotiations were conducted at arm's-length and without collusion between the parties.") (internal quotation marks and citation omitted); *Bernhard v. TD Bank, N.A.*, No. 08-cv-4392, 2009 WL 3233541, at *2 (D.N.J. Oct. 5, 2009) (proposed settlement achieved with assistance of a mediator was result of serious negotiation between the parties).

During the negotiation process, Class Counsel assessed the risks and benefits of continued litigation with IFF in comparison to the proposed Settlement. Justice Decl. ¶ 35. Class Counsel engaged in extensive meet and-confer sessions with Defendants and reviewed materials produced in discovery to date, as well as extensive factual investigation, enabling them to be informed as to the relative strengths and weaknesses of EUPs' case. *Id.* ¶¶ 11-13; 36.

Further, throughout the litigation, and even prior to filing the Complaint, Class Counsel undertook substantial independent factual and legal research, engaged experts, and analyzed and discussed the merits of the action during weekly videoconference calls. *Id.* ¶ 36. Considering the significant amount of information obtained through this litigation, mediation, and the related governmental investigations, Plaintiffs possessed sufficient information to reach a fair, reasonable, and adequate settlement. *See In re Generic Pharms. Pricing Antitrust Litig.*, No. 16-MD-2724, 2025 WL 845896, at *3 ("Negotiations occurred at arm's length with experienced and accomplished counsel over a significant period of time and there has been extensive discovery in the MDL, enabling class counsel to 'develop enough information about the [litigation] to appreciate sufficiently the value of the claims.'") (quoting *In re Nat'l Football League Players Concussion Injury Litig.*, 821 F.3d 410, 439 (3d Cir. 2016)).

D. The Relief Provided for the Settlement Class Is Adequate (Fed. R. Civ. P. 23(e)(2)(C))

1. The Settlement Accounts for the Costs, Risks, and Delays of Trial and Appeal (Fed. R. Civ. P. 23(e)(2)(C)(i))

Pursuant to Rule 23(e)(2)(C)(i), the Court must consider "the costs, risks, and delay of trial and appeal." This requirement overlaps with the *Girsh* factors. *Braun v. Philadelphia Inquirer, LLC*, No. 22-CV-4185-JMY, 2025 WL 1314089, at *8 (E.D. Pa. May 6, 2025) ("Rule 23(e)(2)(C)'s requirement that the settlement provide adequate relief for the class largely overlaps with the *Girsh* factors."); *In re Generic Pharms. Pricing Antitrust Litig.*, MDL No. 2724, 2025 WL 845896, at *4 n.29 (noting overlap). Consideration of these factors illustrates that the Settlement is fair, reasonable, and adequate in light of the costs, risks, and delay of further litigation, including possible recovery at trial and the risk of winning less or losing everything. *Id.* at *3 ("In addition to the inherent risk to recovery involved in prolonged litigation, continuing through motions regarding class certification, the dismissal of claims, and the exclusion of evidence, as well as potential trials and appeals would only delay any recovery class members may receive.").

a) Complexity, Expense, and Likely Duration of the Litigation

Courts favor a settlement when "continuing litigation through trial would have required additional discovery, extensive pretrial motions addressing complex factual and legal questions, and ultimately a complicated, lengthy trial." *Warfarin*, 391 F.3d at 536. Antitrust actions are routinely recognized as particularly complex. *See, e.g., In re Comcast Corp. Set-Top Cable Television Box Antitrust Litig.*, 333 F.R.D. 364, 380 (E.D. Pa. 2019) ("Antitrust class actions are particularly complex to litigate and therefore quite expensive. An antitrust class action is arguably the most complex action to prosecute.") (internal quotation marks and citations omitted); *In re Flonase Antitrust Litig.*, 291 F.R.D. 93, 99 (E.D. Pa. 2013) (same); *In re Linerboard Antitrust Litig.*, 296 F. Supp. 2d 568, 577 (E.D. Pa. 2003) ("An antitrust class action is arguably the most complex action to prosecute." (citation omitted)). This case, which involves sophisticated defendants, sophisticated pricing mechanisms, and a vast number of implicated products, is no exception.

Absent the Settlement, members of the Settlement Class would likely wait years before any potential recovery, as summary judgment briefing has not yet been scheduled, and trial and a likely lengthy appeals process would follow. By contrast, the Settlement secures a certain monetary relief, rather than requiring Class members to endure years of uncertain litigation for only the possibility of relief—a form of value courts have recognized. *See, e.g., In re Currency Conversion Fee Antitrust Litig.,* No. 01 MDL 1409, 2006 WL 3247396, at *6 (S.D.N.Y. Nov. 8, 2006) ("[I]t may be preferable to take the bird in the hand instead of the prospective flock in the bush." (cleaned up)).

If litigation were to continue between the EUPs and IFF, the EUPs would face risks, expenses and challenges, including further discovery, depositions, additional briefing including summary judgment, appeals of the decisions made thus far, and ultimately the vast amount of labor involved in trial. This would be in addition to the labor involved in litigating against all remaining (non-settling) defendants. The complexity, expense, and likely duration of this antitrust class action all weigh in favor of approving the Settlement.

b) <u>The Reaction of the Settlement Class to the Settlement</u>

A "minimal number of objections and requests for exclusion" is consistent with final approval of class settlements in the Third Circuit. *Sullivan*, 667 F.3d at 321 (3d Cir. 2011). In particular, a "vast disparity between the number of potential class members who received notice of the Settlement and the number of objectors creates a strong presumption that this factor weighs in favor of the Settlement." *In re Cendant Corp. Litig.,* 264 F.3d 201, 235 (3d Cir. 2001).

Here, the Notice Plan included broad dissemination to the public. From the information in the Azari Declaration, the notice will have reached millions of consumers and potential Settlement Class Members. *See* Azari Decl. ¶¶ 9-24. As of June 8, 2026, there have been 45,233 unique visitor sessions to the Settlement Website alone, and 51,757 web pages have been presented. *Id.* ¶ 21. Although the deadlines for opting out of or objecting to the Settlement have not yet passed, the response to the proposed Settlement has been favorable: As of June 8, 2026, Epiq has received no requests for exclusion and is aware of no objections to the Settlement. *Id.* ¶ 25. All of this weighs in favor of approving the Settlement.

c) The Stage of the Proceedings and the Sufficiency of Discovery

"The third *Girsh* factor captures the degree of case development that class counsel [had] accomplished prior to settlement. Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating." *In re Nat'l Football League Players Concussion Inj. Litig.*, 821

F.3d 410, 438–39 (3d Cir. 2016) (internal quotation marks and citation omitted). In considering this factor, "[w]hat matters is not the amount or type of discovery class counsel pursued, but whether they had developed enough information about the case to appreciate sufficiently the value of the claims." *Id.* at 439.

This case had been pending for more than two years by the time the Settlement was fully executed. As a result of the extensive litigation that has occurred to date, Class Counsel possessed the information necessary to evaluate the proposed IFF Settlement considering the costs, risks, and delays associated with litigating this case against IFF through trial. While full merits discovery has recently begun, jurisdictional discovery has been ongoing, and Class Counsel have engaged in extensive meet and-confer sessions with Defendants and reviewed the available productions to date, as well as limited confirmatory discovery pursuant to Federal Rule of Evidence 408, enabling EUPs to be as informed as possible under the circumstances on the relative strengths and weaknesses of their case. Justice Decl. ¶ 36. EUPs have also been informed by information learned through cooperation from IFF following Preliminary Approval of the settlement. Throughout the litigation, Class Counsel undertook substantial independent factual and legal research, engaged experts, and analyzed and discussed the merits of the action during weekly videoconference calls. *Id.* ¶ 37. Class Counsel obtained a significant amount of information through this process, affording sufficient information to reach a fair, reasonable, and adequate settlement. *See Sullivan*, 667 F.3d at 321 *See Sullivan*, 667 F.3d at 321 (highlighting the "extensive factual discovery of industry participants, consumers, and experts in the field; the retention of economic experts; [and] the review of publicly available information"). This factor weighs in favor of final approval.

d) The Risks of Establishing Liability and Damages

The fourth and fifth *Girsh* factors consider the risks involved in establishing liability and damages. *Girsh*, 521 F.2d at 127. The risks of litigating against IFF also counsel in favor of the IFF Settlement. Although EUPs and their counsel have confidence in EUPs' claims, continuing to litigate against IFF contains many risks and a favorable outcome is not assured. *See In re Processed Egg Prods. Antitrust Litig.*, No. 08-md-2002, 2012 WL 5467530, at *4 (E.D. Pa. Nov. 9, 2012) ("[A]ntitrust class action litigation is complex, and . . . inherently rife with risk and unpredictability in terms of ultimately prevailing to establish liability and damages."); *Nguyen v. Educ. Computer Sys., Inc.*, No. 2:22-CV-1743, 2024 WL 3691615, at *11 (W.D. Pa. Aug. 7, 2024) ("certainty and immediacy of a recovery through settlement and the benefits that the Settlement Class Members will receive" favors final approval); *see also In re Mercedes-Benz Emissions Litig.*, No. 16-CV-881, 2021 WL 8053614, at *4 (D.N.J. July 12, 2021) (finding that settlement eliminates litigation risks, avoids delay, and provides certainty of benefits to class). This factor weighs in favor of approval of the Settlement.

e) Likelihood of Maintaining the Class Action Through Trial

The sixth *Girsh* factor "measures the likelihood of obtaining and keeping a class certification if the action were to proceed to trial." *Warfarin*, 391 F.3d at 537. "Because class certification is subject to review and modification at any time during the litigation, the uncertainty of maintaining class certification favors settlement." *In re Comcast Corp. Set-Top Cable Television Box Antitrust Litig*., 333 F.R.D. at 383 (citation omitted). Obtaining and maintaining class certification through trial involves inherent risks, particularly in a complex antitrust action such as this one. *Sullivan*, 667 F.3d at 322 ("Class certification is tenuous, as a 'district court retains the authority to decertify or modify a class at any time during the litigation if it proves to be unmanageable.'"). This factor weighs in favor of final approval.

f) The Ability to Withstand a Greater Judgment

The seventh *Girsh* factor examines the "ability of [a defendant] to withstand a greater judgment." *In re Cendant Corp. Litig.,* 264 F.3d at 240. EUPs do not have financial information indicating that IFF could not pay a judgment greater than what the Settlement provided. However, "'in any class action against a large corporation, the defendant entity is likely to be able to withstand a more substantial judgment, and, against the weight of the remaining factors, this fact alone does not undermine the reasonableness of the instant settlement.'" *Sullivan*, 667 F.3d at 323 (quoting *Weber v. Gov't Empl. Ins. Co.,* 262 F.R.D. 431, 447 (D.N.J. 2009)). Furthermore, "the settling defendant's ability to pay greater amounts [may be] outweighed by the risk that the plaintiffs would not be able to achieve any greater recovery at trial." *Wallace v. Powell*, 288 F.R.D. 347, 370 (M.D. Pa. 2012) (quoting *In re Linerboard Antitrust Litig*., 321 F.Supp.2d 619, 632 (E.D. Pa. 2004)). As such, this factor is of minimal relevance. *In re Nat'l Football League Players' Concussion Inj. Litig.*, 821 F.3d at 440 (finding the factor "most relevant when the defendant's professed inability to pay is used to justify the amount of the settlement" and that the factor is "neutral because the [defendant] did not cite potential financial instability as justification for the settlement's size*"); In re Nat. Football League Players' Concussion Inj. Litig*., 307 F.R.D. at 394 ("[W]hen there is no reason to believe that [d]efendants face any financial instability[,] . . . this factor is largely irrelevant.").

g) <u>The Range of Reasonableness of the Settlement in Light of the Best Possible Recovery and in Light of All Attendant Risks of Litigation</u>

The eighth and ninth *Girsh* factors examine whether a settlement is reasonable in light of the best possible recovery and the attendant risks of litigation. Both factors militate in favor of approving the Settlement. "The last two *Girsh* factors evaluate whether the settlement represents a good value for a weak case or a poor value for a strong case. These factors test two sides of the same coin: reasonableness in light of the best possible recovery and reasonableness in light of the risks the parties would face if the case went to trial." *Zanghi v. Freightcar America, Inc.*, No. 13-cv-146, 2016 WL 223721, at *19 (W.D. Pa. Jan. 19, 2016) (citation omitted). "The reasonableness of a proposed settlement is assessed by comparing 'the present value of the damages plaintiffs would likely recover if successful [at trial], appropriately discounted for the risk of not prevailing . . . with the amount of the proposed settlement.'" *Sullivan,* 667 F.3d at 323-24 (quoting *Prudential*, 148 F.3d at 322). "While the court is obligated to ensure that the proposed settlement is in the best interest of the class members by reference to the best possible outcome, it must also recognize that settlement typically represents a compromise and not hold counsel to an impossible standard." *In re Aetna Inc. Sec. Litig.*, MDL 1219, 2001 WL 20928, at *6 (E.D. Pa. Jan. 4, 2001). Courts "examine what the potential rewards (or downside) of [the] litigation might have been had class counsel elected to litigate the claims rather than settle them." *In re Cendant Corp. Litig.,* 264 F.3d at 240 (citation modified). However, the "court should avoid conducting a mini-trial and must, to a certain extent, give credence to the estimation of the probability of success proffered by class counsel." *In re AremisSoft Corp. Sec. Litig.*, 210 F.R.D. 109, 124-25 (D.N.J. 2002) (internal quotation marks and citation omitted).

The Settlement provides substantial consideration for the benefit of the Settlement Class. The non-reversionary Settlement Fund of $11,000,000, together with any accrued interest or earnings after deposit, is being held in escrow.

Settlement Agreement ¶ 15. The Settlement will allow EUPs to continue to pursue the full measure of damages incurred by EUPs against the Non-Settling Defendants. *Id.* ¶¶ 1, 11. As mentioned above, continued litigation of the claims against IFF would be protracted without any guarantee of recovery. The certainty and immediacy of recovery through the Settlement and the benefits that Settlement Class Members will receive warrant final approval. *See In re Remicade Antitrust Litig.*, 2023 WL 2530418, at *16 (E.D. Pa. Mar. 15, 2023) ("Given the possibility that the Class would attain less than the settlement amount (and perhaps even nothing), and the likelihood that the Settlement Class would not receive the maximum amount of recovery, the Court finds that the monetary value of the Settlement falls well within the range of reasonableness.").

In addition to the $11 million cash recovery for the EUP Settlement Class, IFF will provide significant cooperation. This cooperation is extremely valuable, given the complexities of this case and industry. In approving settlements in complex antitrust class actions, courts emphasize the importance of such cooperation in settlement agreements. *See In re Generic Pharms. Pricing Antitrust Litig.*, 2025 WL 845896, at *2 ("[T]he Settling Defendants have agreed to provide cooperation to DPPs, which will facilitate the administration of the settlement and will aid the litigation against non-settling Defendants."; approving settlement); *In re Generic Pharms. Pricing Antitrust Litig.*, MDL No. 2724, 2024 WL 4508950, at *2 (E.D. Pa.

Oct. 25, 2024) (same); *In re Processed Egg Prods. Antitrust Litig*., 284 F.R.D. 249, 275 (E.D. Pa. 2012) (settlement's cooperation provision constituted "valuable consideration" that "confer[red] real and substantial benefits upon the Class"); *Linerboard*, 292 F. Supp. 2d at 643 ("The [cooperation provision] is a substantial benefit to the classes and strongly militates toward approval of the Settlement Agreement*."); In re Ikon Office Solutions Inc. Sec. Litig*., 194 F.R.D. 166, 177 (E.D. Pa. 2000) ("[T]he cooperation arrangement . . . provides obvious, if non-quantifiable, benefits to the plaintiff class in the continuing litigation . . . .").

Finally, this is an "ice breaker" settlement, which creates the potential to "bring other defendants to the point of serious negotiations." *Linerboard*, 292 F. Supp. 2d at 643 (noting "that this settlement has significant value as an 'ice-breaker' settlement—it is the first settlement in the litigation—and should increase the likelihood of future settlements"); Manual for Complex Litigation (Fourth) § 13.21 (2004) ("[P]artial settlements may provide funds needed to pursue the litigation, limit the extent of exposure, reduce the scope of discovery or trial, aid the parties in obtaining evidence, and facilitate later settlements on other issues and with other parties."); *In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. at 276 (approving "icebreaker" settlement and noting it may increase the likelihood of future settlements).

In sum, the size and immediacy of relief from this Settlement, in contrast to the costs, risks, and delay of trial and appeal, weigh in favor of approval of the Settlement.

2. The Proposed Method of Distributing Relief to the Class Is Fair and Effective (Fed. R. Civ. P. 23(e)(2)(C)(ii))

Pursuant to Rule 23(e)(2)(C)(ii), courts assess whether a settlement is fair, reasonable, and adequate in light of "the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims." Rule 23(e)(2)(C)(ii). The proposed Plan of Distribution for the Settlement Fund will be submitted to the Court for approval and devised and implemented with the assistance of the Claims Administrator at a later date. Settlement Agreement ¶ 3. The proposed Plan of Distribution is not a necessary term of this Settlement Agreement and it is not a condition of the Settlement Agreement that any particular Plan of Distribution be approved. *Id.* ¶ 66. Because the allocation of settlement funds is not a material term of the Settlement Agreement, the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement should be independent of its consideration of the EUPs' proposed plan of distribution (which can be amended if the Court so orders). *See In re Lithium Ion Batteries Antitrust Litig*., No. 13-MD-02420, 2020 WL 7264559, at *25 (N.D. Cal. Dec. 10, 2020 (holding that when the allocation plan is not part of the settlement agreement, "the Court has discretion to determine an appropriate plan of allocation without setting aside its orders or judgments granting final approval of the settlements themselves"; collecting cases), *aff'd,* No. 21-15120, 2022 WL 16959377 (9th Cir. Nov. 16, 2022); McLaughlin on Class Actions § 6:23 (21st ed.) ("Because court approval of a settlement as fair, reasonable and adequate is conceptually distinct from the approval of a proposed plan of allocation . . . courts frequently approve [them] separately.").

Funds will not be distributed to Class members at this time. The distribution will be done at a future date, potentially in connection with additional settlements that EUPs are able to secure for the benefit of the class. EUPs will provide the Court with a more detailed and specific allocation plan at that time, which will provide for relief on a *pro rata* basis in proportion to the harm allegedly suffered.

Although EUPs are not seeking final approval of the Plan of Distribution at this time, the *pro rata* distribution plan is fair and effective. A plan of allocation will pass muster so long as "it has a reasonable, rational basis, particularly if experienced and competent class counsel support it." McLaughlin on Class Actions § 6:23 (21st ed.) (cleaned up). Here, the proposed method of distributing relief is fair and effective because the proposed plan of allocation will provide for relief on a *pro rata* basis, in proportion to the harm allegedly suffered. For example, EUP Settlement Class members that purchased more Fragrance Products (and likely suffered more in alleged damages than Settlement Class members that purchased fewer products) will receive proportionately more from the Settlement. In other words, the proposed allocation plan will ensure that Settlement Class members are compensated in proportion to the alleged injuries they suffered. *Pro rata* distributions are regularly approved in antitrust cases and other types of complex class action litigation. *See, e.g., In re Generic Pharms. Pricing Antitrust Litig*., No. 16-MD-2724, 2025 WL 845896, at *4 ("[T]he settlement funds will be allocated on a *pro rata* basis, which treats the class members equitably."); *In re Lucent Techs., Inc., Sec. Litig.,* 307 F. Supp. 2d 633, 649 (D.N.J. 2004) ("A plan of allocation that reimburses class members based on the type and extent of their injuries is generally reasonable." (citations omitted)); *In re Vitamins Antitrust Litig.,* No. 99 197, 2000 WL 1737867, at *6 (D.D.C. Mar. 31, 2000) ("Settlement distributions, such as this one, that apportions funds according to the relative amount of damages suffered by class members have repeatedly been deemed fair and reasonable." (citations omitted)). Accordingly, to the extent it is appropriate to consider at this juncture, this factor weighs in favor of granting final approval.

3. The Settlement's Attorneys' Fees Provision Is Reasonable (Fed. R. Civ. P. 23(e)(2)(C)(iii))

Consistent with the terms of the Settlement Agreement, Class Counsel has submitted an application for approval of: (i) reimbursement of costs and expenses reasonably and actually incurred in connection with prosecuting the action; (ii) reimbursement of costs and expenses incurred in connection with settlement notice and administration; and (iii) a set aside of up to $1 million for future litigation costs and expenses as the Action against the Non-Settling Defendants continues. That application is found in EUPs' *Motion for Reimbursement of Litigation Expenses and Set Aside for Future Litigation Expenses*, filed contemporaneously herewith.[5]

4. There Are No Supplemental Agreements

Rule 23(e)(3) requires disclosure of any supplemental agreements that could affect the adequacy of the class representatives or their counsel or the fairness of the settlement. As there are no supplemental agreements relating to the Settlement, this factor is neutral.

E. The Settlement Treats Settlement Class Members Equitably Relative to Each Other (Fed. R. Civ. P. 23(e)(2)(D))

Finally, the Court must consider whether "the proposal treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(D). The Settlement itself treats Settlement Class Members equitably, providing $11,000,000 to be shared among all members of the Settlement Class and significant cooperation from IFF that will aid the Settlement Class in its continued litigation of its case against the Non-Settling Defendants. The anticipated *pro rata* Plan of Distribution, based upon injury each class member suffered, will be fair and adequate and treat class members equitably relative to each other. The proposed Plan of Distribution will be submitted

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[5] Class Counsel are not seeking attorneys' fees at this time but plan on doing so in the future. At that time, Class Counsel will submit an application for an award of attorneys' fees of no more than one third (33.33%) of the Settlement Amount, and will issue appropriate notice to the Class.

to the Court for approval and devised and implemented with the assistance of the Claims Administrator at a later date. *See supra* pp. 30-32; Settlement Agreement ¶ 3. As discussed *supra*, the proposed Plan of Distribution is not a necessary term of this Settlement Agreement and it is not a condition of this Settlement Agreement that any particular Plan of Distribution be approved. *Id.* ¶ 66.

VI. CONCLUSION

For the foregoing reasons, EUPs respectfully request that the Court enter the Proposed Order submitted herewith for: (1) final approval of the Settlement; and (2) final certification of the Settlement Class for settlement purposes only.

Dated: June 12, 2026

Respectfully submitted,

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE: FRAGRANCE END-USER PLAINTIFF ANTITRUST LITIGATION	Case No. 2:23-cv-16127-WJM-JSA

DECLARATION OF KIMBERLY A. JUSTICE IN SUPPORT OF END-USER PLAINTIFFS' MOTION FOR FINAL APPROVAL OF SETTLEMENT WITH DEFENDANT INTERNATIONAL FLAVORS & FRAGRANCES, INC., CERTIFICATION OF PROPOSED SETTLEMENT CLASS, AND RELATED RELIEF

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Kimberly A. Justice, pursuant to 28 U.S.C. § 1746, hereby declares as follows:

I. INTRODUCTION AND OVERVIEW

1. I am a partner at Justice Jagher London & Millen LLC and serve as Interim Co-Lead Counsel for the End-User Plaintiffs ("EUPs") in this action. I make this Declaration based on personal, firsthand knowledge, and if called upon and sworn as a witness, could and would testify competently to the facts contained herein.

2. Together with Kellie Lerner of Shinder Cantor Lerner LLP, my Co-Lead Counsel (collectively, "Class Counsel"), I submit this Declaration in support of the Motion for Final Approval of Settlement with Defendant International Flavors & Fragrances, Inc. ("IFF"), Certification of Proposed Settlement Class, and Related Relief (the "Final Approval Motion").

3. Attached to this Declaration are true and correct copies of the following:

Exhibit A: Stipulation and Agreement of Settlement between End-User Plaintiffs and International Flavors and Fragrances, Inc.

Exhibit B: Firm Resumes of Interim EUP Co-Lead Class Counsel;

Exhibit C: Declaration of Cameron R. Azari, Esq., Regarding Commencement of Notice Plan ("Azari Declaration");

Exhibit D: Declaration of Hon. Layn R. Phillips (Ret.). In Support of Plaintiffs' Motion for Final Approval of Settlement with Defendant International Flavors & Fragrances, Inc., Certification of Proposed Settlement Class, and Related Relief ("Judge Phillips Declaration");

Exhibit E: Declaration of Evan H. Levicoff Regarding Compliance With 28 U.S.C. § 1715 On Behalf of Defendant International Flavors & Fragrances Inc.

4. This Declaration summarizes the factual and procedural history of this litigation, the settlement negotiations with IFF, and the terms of the Settlement. Class Counsel and the EUPs have: (a) been fully engaged in this litigation; (b) gained a full understanding and appreciation of all the risks to the EUP Settlement Class if the case were to proceed to trial against IFF; and (c) conducted vigorous and contested settlement negotiations at arm's length and in the best interests of the EUP Settlement Class.

5. The Settlement was achieved following more than two years of litigation and vigorous opposition from Defendants, manufacturers of fragrance ingredients and fragrance compounds ("Fragrance Products"), and their counsel.

6. Under the leadership of Class Counsel, this icebreaker settlement with IFF achieves substantial monetary relief of $11,000,000 and full, timely, and valuable cooperation relief that will greatly assist Class Counsel in the continuing

litigation against the Non-Settling Defendants. The relief provided for the EUP Settlement Class is fair, reasonable, and adequate, taking into account the costs, risks, and delay of trial and appeal of the case against IFF.

II. HISTORY OF THE LITIGATION

7. On February 5, 2024, End-User Plaintiffs filed their Consolidated Complaint. ECF No. 38.

8. On April 8, 2024, Defendants Symrise AG, Givaudan SA, DSM-Firmenich AG, Firmenich International SA, and Firmenich SA ("Foreign Defendants") filed motions to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(2) for purported lack of personal jurisdiction. ECF Nos. 65, 74, 76. Also on that date, Defendants filed a joint motion to dismiss pursuant to Rule 12(b)(6). ECF No. 78.

9. On February 21, 2025, the Court granted in part and denied in part Defendants' Rule 12(b)(6) motion to dismiss, finding, *inter alia*, that Plaintiffs had plausibly alleged an anticompetitive conspiracy. ECF No. 119. On that same date, the Court also denied the Foreign Defendants' motions to dismiss for lack of personal jurisdiction, without prejudice, holding that Plaintiffs were entitled to jurisdictional discovery. ECF No. 122.

10. Following the Court's dismissal orders, the parties commenced jurisdictional discovery. On March 25, 2025, Plaintiffs propounded jurisdictional

discovery on all Non-Settling Defendants, including thirty requests for production directed to each Non-Settling Defendant's U.S. entities, forty-two requests for production directed to each Non-Settling Defendant's foreign entities, sets of interrogatories, and various proposed Rule 30(b)(6) deposition topics. On May 8, 2025, Plaintiffs also propounded an interrogatory on IFF.

11. To date, Plaintiffs have engaged in at least seven meet-and-confer sessions with each defendant group. Through these negotiations, Plaintiffs have worked diligently with Defendants to address their various objections, narrow and clarify requests, and have reached agreement in several areas. Production continues to proceed on a rolling and iterative basis.

12. On June 17, 2025, the DOJ filed a motion to intervene for the purpose of ensuring that the discovery process in this action would not interfere with the government's criminal investigation into anticompetitive conduct within the Fragrance Products industry. ECF No. 146. On June 30, 2025, the Court granted the DOJ's motion to intervene. ECF No. 150.

13. Thereafter, the parties and the DOJ negotiated a limited stay of discovery. The stay was stipulated to on August 26, 2025, under which the parties still conducted additional discovery meet and confers. Pursuant to the Court's order, that stay expired on February 15, 2026. ECF No. 169.

14. On April 8, 2026, the Court issued an amended scheduling order, which, among other things, denied Defendants request that class and merits fact discovery be bifurcated from jurisdictional discovery. ECF No. 203. The parties commenced merits-based discovery on April 14, 2026, serving both requests for production and initial disclosures. On April 30, 2026, interrogatories were also propounded by Plaintiffs on all Non-Settling Defendants and by all Non-Settling Defendants on Plaintiffs.

15. The parties have also conducted limited confirmatory discovery pursuant to Federal Rule of Evidence 408, and IFF has begun to perform its cooperation obligations as contemplated by the Settlement Agreement.

16. Plaintiffs also undertook substantial independent factual and legal research outside of the discovery process. This was done throughout the litigation process, including prior to filing the Complaint. This included extensive independent factual investigation, the engagement of and consultation with experts, and analysis and discussion of the merits of the action during weekly videoconference calls.

III. SETTLEMENT

Settlement Negotiations and Resulting Agreement with IFF

17. EUPs and IFF began exploring the possibility of a settlement in early 2025.

18. In March 2025, the parties engaged in an in-person mediation session with the Hon. Layn R. Phillips (Ret.) ("Judge Phillips"), a well-respected mediator and former United States District Judge. Details on mediation and subsequent mediated settlement negotiations are described in the Judge Phillips Declaration, attached hereto.

19. While the parties were unable to reach a settlement at that time, they continued to negotiate directly, and indirectly through Judge Phillips, over the following months by email, teleconference, and video conferencing platforms.

20. The negotiations, which took place over more than six months, were arm's-length and hard-fought. The Settlement was negotiated by counsel with extensive experience in antitrust litigation, who were well-versed in the strengths and weaknesses of their respective clients' positions.

21. In August 2025, the parties reached an agreement in principle based on a proposal by Judge Phillips. The parties promptly engaged in drafting the settlement agreement.

22. After many more months of vigorous arm's-length negotiations, and limited confirmatory discovery pursuant to Federal Rule of Evidence 408, the parties executed the Settlement Agreement on March 16, 2026. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit A.

23. EUPs submitted their *Motion for Preliminary Approval of Settlement with Defendant International Flavors & Fragrances, Inc., Certification of Proposed Settlement Class, and Related Relief* on March 16, 2026 (ECF No. 200). On April 28, 2026, the Court entered an order preliminarily approving the Settlement, preliminarily certifying the EUP Settlement Class, and appointing Class Counsel (ECF No. 207) (the "Preliminary Approval Order"). In the same order, the Court approved the Notice Plan and form and content of notices to be provided to the EUP Settlement Class and appointed Epiq as Claims Administrator for the purpose of administering the Notice Plan.

Class Counsel's Qualifications and Experience

24. Class Counsel have substantial experience, individually and collectively, successfully prosecuting antitrust class actions and other complex litigation throughout the United States.

25. At the outset of this case, the Court appointed Class Counsel to represent the proposed class pursuing claims against all Defendants. Since being

appointed by the Court, Class Counsel has zealously and skillfully litigated this case through multiple stages, including motions to dismiss and jurisdictional discovery.

26. Class Counsel have vigorously prosecuted this Action by preparing and filing a thoroughly researched Consolidated Amended Complaint, conducting extensive motion practice that led to the Court substantially upholding that Complaint, aggressively taking jurisdictional discovery during the pendency of the government's stay, and now pursuing merits discovery.

27. Moreover, these firms have demonstrated commitment to this litigation, devoting the resources and personnel necessary to achieve this substantial icebreaker settlement. Class Counsel used their prior experience, skills, and familiarity with the facts and law of this case to negotiate the Settlement with IFF.

28. True and correct copies of the firm resumes of Class Counsel are attached hereto as Exhibit B.

The Value of the Settlement Relief and Benefits to the EUP Settlement Class

Monetary Relief

29. The Settlement recovers $11,000,000 for the EUP Settlement Class. This represents a substantial recovery for the EUP Settlement Class at this early stage of the litigation.

30. The Settlement Amount was deposited into an escrow account within five business days after entry of the Preliminary Approval Order. These funds, together with any interest earned thereon, constitute the Settlement Fund.

Cooperation Relief

31. The Settlement also requires that IFF, at its own cost and expense, provide substantial cooperation in assisting Plaintiffs with prosecuting their action against the Non-Settling Defendants. This cooperation includes, but is not limited to:

(a) Proffers regarding a general description of the manufacture and sale of Fragrance Products and facts relevant to the conduct described in the Consolidated Action, including IFF's complained-of conduct and the products affected by such conduct;

(b) Production of IFF sales data, documents produced by IFF to governmental bodies, and other reasonably requested documents and data;

(c) Oral presentations about the documents and data produced;

(d) Interviews of current IFF employees;

(e) Declarations and affidavits from current IFF employees, including regarding the authenticity and business record status of IFF documents and data;

(f) Depositions of current IFF employees; and

(g) Trial testimony of current IFF employees.

32. This cooperation is critical to the prosecution of this Action against the Non-Settling Defendants and is, therefore, a highly valuable undertaking by IFF.

33. IFF has already begun to fulfill its cooperation obligations through providing assistance in forms specified above. This cooperation will continue to be instrumental in successfully prosecuting this action against the Non-Settling Defendants.

The Settlement Process and Arm's-Length Negotiations

34. Class Counsel retained and consulted with economic and industry experts to assist in evaluating IFF's offers and crafting the relief contained in the Settlement Agreement.

35. Class Counsel and the EUPs were well-informed regarding the strengths and weaknesses of the EUP Settlement Class's claims and IFF's defenses. During the negotiation process, Class Counsel assessed the risks and benefits of continued litigation with IFF in comparison to the Settlement.

36. While full merits discovery has recently begun, jurisdictional discovery has been ongoing, and Class Counsel have engaged in extensive meet and confer sessions with Defendants and reviewed the available productions to date, as well as limited confirmatory discovery pursuant to Federal Rule of Evidence 408 and

information provided in IFF's initial cooperation pursuant to the Settlement Agreement, enabling the EUPs to be as informed as possible under the circumstances on the relative strengths and weaknesses of the case.

37. Further, throughout the litigation, including prior to filing the Complaint, Class Counsel undertook substantial independent factual and legal research, engaged experts, and analyzed and discussed the merits of the action during weekly videoconference calls. Class Counsel obtained the significant amount of information through this process, enabling the EUPs to have sufficient information to reach a fair, reasonable, and adequate settlement.

38. Negotiations leading up to the Settlement were entirely non-collusive and strictly at arm's length. The negotiations took place over the course of more than six months, in numerous stages, under the supervision of experienced mediator Judge Phillips.

39. Throughout the mediation process, the parties engaged in adversarial negotiations over a number of issues. These facilitated discussions were lengthy, principled, exhaustive, and informed. The negotiations, on both sides, were conducted by highly qualified attorneys with extensive experience and knowledge of antitrust and class action law.

40. The Settlement represents Class Counsel's best professional efforts and judgments and is a fair, reasonable, and adequate result reached after a thorough

investigation and assessment conducted over many months. The Settlement accounts for Class Counsel's view of the risks, strengths, and weaknesses of the parties' respective positions, the risks and costs of continued litigation and appeals, and is in the best interest of the EUP Settlement Class.

41. The parties have also entered into a provision relating to the threshold of opt-outs necessary to trigger IFF's right to terminate the Settlement, as is routinely utilized in class settlements in this District and elsewhere.

Named Plaintiffs' Participation

42. The proposed Settlement Class Representatives have fulfilled their responsibilities on behalf of the Settlement Class. The named EUPs have vigorously prosecuted their claims and have the same litigation incentives as absent Class members. They have worked with Class Counsel on the litigation, reviewed pleadings, responded to discovery requests, and otherwise actively cooperated with Class Counsel in every respect.

43. The named EUPs support the Settlement. The named EUPs have been active participants in this Action and have spent time consulting with Interim EUP Co-Lead Counsel, reviewing the pleadings, evaluating the Settlement, and keeping informed of the progress of the litigation.

Escrow Agent

44. As a part of the settlement process, Class Counsel selected The Huntington National Bank ("Huntington") as the Escrow Agent. Huntington is well-known and highly respected in the field of escrow-account management and has experience managing similar accounts resulting from class action settlements.

Method of Distribution

45. Settlement Class Members will be reimbursed from the Net Settlement Fund based upon a *pro rata* distribution. The proposed pro rata plan of distribution, which minimizes administrative burdens and is widely accepted in antitrust cases, is fair, reasonable, and adequate.

46. Funds from the Net Settlement Fund will not be distributed at this time. The distribution will be done at a future date. EUPs will provide the Court with a more detailed and specific allocation plan at that time, which will provide for relief on a *pro rata* basis in proportion to the harm allegedly suffered.

IV. NOTICE PLAN

47. Class Counsel have retained Epiq Class Action & Claims Solutions, Inc. ("Epiq") to assist with providing notice to the EUP Settlement Class and to subsequently provide claims administration services relating to the distribution of the Net Settlement Fund to the Class.

48. The Declaration of Cameron R. Azari, Esq., Regarding Commencement of Notice Plan (the "Azari Declaration"), which sets forth the details of the implementation of the Notice Plan, is attached hereto as Exhibit C. The Notice and Digital Notices are appended to that declaration.

49. As described in greater detail in the Azari Declaration, the Notice Plan included social media and online display advertising nationwide, an informational website, sponsored search listings, a toll-free information line, and an informational release distributed via PR Newswire. The Notice Plan was designed to provide the best notice practicable under the circumstances.

V. CONCLUSION

50. In the collective judgment of Class Counsel, the Settlement easily exceeds the applicable legal standard of being fair, reasonable, and adequate for all EUP Settlement Class Members.

51. This Settlement is far preferable to continuing contentious litigation against IFF for many more years with no guarantee of a favorable, let alone more favorable, result.

52. Under the circumstances discussed above, the Settlement with IFF is fair, reasonable, and adequate and warrants final approval by this Court.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 12, 2026

Conshohocken, Pennsylvania

<u>/s/ Kimberly A. Justice</u>
Kimberly A. Justice (*pro hac vice*)
JUSTICE JAGHER LONDON & MILLEN LLC
923 Fayette Street
Conshohocken, PA 19428
Telephone: 610-243-6335
kjustice@jjlmlaw.com

EXHIBIT A

SUBMITTED FOR SETTLEMENT PURPOSES ONLY
SUBJECT TO FED. R. EVID. 408

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE: FRAGRANCE END-USER PLAINTIFF ANTITRUST LITIGATION	Case No. 2:23-cv-16127-WJM-JSA

STIPULATION AND AGREEMENT OF SETTLEMENT BETWEEN END-USER PLAINTIFFS AND INTERNATIONAL FLAVORS AND FRAGRANCES, INC.

Contents

RECITALS

This Stipulation and Agreement of Settlement, together with any exhibits attached hereto and supplements described herein, which are incorporated herein by reference ("Settlement Agreement"), is made and entered into on March__16_____, 2026, by and between end-user plaintiffs Alethea Andrews, Charlette Atencio, Maria Barron, Apostle Cynthia Bolden, Douglas Borowski, Terry Brown, Mandy Bryant, Liridon Camaj, Scott Carpenter, Casey Christensen, Joseph Collins, Sophia Dashab, Matthew DeNapoles, Brian Depperschmidt, Letia Dickerson, Paula DiCianno, Mirlinda Elmazi, Jodie Elmore, Dana Evans, Alex Greenzweig, Shan Greer, Andrea Hogan, Jessica Howe, Suzen Isai, Phyllis Jackson, Samuel Johnson, Jasmine Judy, Tiffnie Kitchens, Sandra Kluessendorf, Nancy Koepke, Arlinda Kongoli, Isaac Landreth, Nicole Langlo, Brandy Littrell, Monica Lord, Kionna Love, Stephen Mack, Alana Manuia, Leslee Martin, Michele Matheny, Jennifer McGehee, Milan Montano, Havva Murtishi, Daniel Nabavian, Frank Novak, Nicole Padilla, Carmen Pelliteri, Yvonne Peychal, Eleanor Pressler, Mary Peterson, Cynthia Reese, Christine Schorr, Masees Skenderian, Berniece Van Der Berg, Elli Ward, Kimberly Webb, Tonia West, and Charlotte Williams ("Plaintiffs" or "Class Plaintiffs") on behalf of themselves and the other members of the Settlement Class (as defined below), and Defendant International Flavors and Fragrances, Inc. ("IFF") (IFF and Plaintiffs together, the "Settling Parties"). This Settlement Agreement is intended to fully, finally, and forever resolve, discharge, and settle the Settlement Class Released Claims and IFF Released Claims (as defined below), upon and subject to the terms and conditions hereof.

WHEREAS, on September 5, 2023, the first end-user plaintiff complaint in the above-captioned matter (hereinafter "Consolidated Action") was filed against IFF and other defendants alleging that IFF and its alleged co-conspirators engaged in an unlawful conspiracy to restrain trade, by, among other things, fixing the prices of Fragrance Products in violation of the Sherman Act, 15 U.S.C. §§ 1, 3;

WHEREAS, thereafter, other end-user plaintiffs filed a complaint against IFF and its alleged co-conspirators alleging the same or similar misconduct;

WHEREAS, on February 5, 2024, Plaintiffs filed their Consolidated Complaint against IFF and the other Defendants alleging that they engaged in an unlawful conspiracy to restrain trade, by, among other things, fixing the prices of Fragrance Products in violation of the Sherman Act, 15 U.S.C. §§ 1, 3, as well as violations of various state antitrust laws, consumer protection laws, and laws of unjust enrichment;

WHEREAS, Plaintiffs allege that they and members of their putative class are entitled to treble damages, declaratory relief, and injunctive relief because of violations of the laws as alleged in the Consolidated Action, arising from IFF's (and the other Defendants') alleged conduct;

WHEREAS, Plaintiffs, for themselves individually and on behalf of each member of the Settlement Class, and IFF agree that neither this Settlement Agreement nor any statement made in negotiation thereof shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by IFF or of the truth of any of the claims or allegations alleged in the Consolidated Action;

WHEREAS, Co-Lead Counsel for the Plaintiffs and their putative class have concluded, after due investigation and after carefully considering the relevant circumstances, including, without limitation, the claims asserted in the Consolidated Action, the legal and factual defenses alleged by Defendants in response thereto, and the applicable law, that: (1) it is in the best interests of the Plaintiffs and their putative class to enter into this Settlement Agreement in order to avoid the uncertainties of litigation and to assure that the benefits reflected herein, including immediate and valuable cooperation and the value of the settlement amount to be paid by IFF under this Settlement Agreement, are obtained for the Plaintiffs and their putative class; and (2) the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate and in the best interests of the Plaintiffs and their putative class;

WHEREAS, IFF, while continuing to deny that it is liable for any damages in connection with the claims asserted against it in the Consolidated Action, has nevertheless agreed to enter into this Settlement Agreement to avoid the further risk, expense, inconvenience, and distraction of burdensome and protracted litigation, and thereby to put fully to rest this controversy, to avoid the risks inherent in complex litigation, and to obtain complete dismissal of the Consolidated Action as to IFF and a release of claims and a covenant not to sue as set forth herein;

WHEREAS, this Settlement Agreement is the product of arm's-length negotiations between Co-Lead Counsel for the putative End-User Class (as defined below) and IFF's Counsel under the guidance and oversight of the Mediator (the Hon. Layn R. Phillips), and this Settlement Agreement embodies all of the terms and conditions agreed upon between IFF and the Plaintiffs, both for themselves individually and on behalf of the members of their putative class;

NOW, THEREFORE, in consideration of the Recitals above, which are a material part of this Agreement, and the covenants, terms, and releases in this Settlement Agreement, it is agreed, by and among the Plaintiffs (for themselves individually and on behalf of the Settlement Class defined below and each member thereof) and IFF, by and through Co-Lead Counsel and IFF's Counsel, that, subject to the approval of the Court, the Consolidated Action be settled, compromised, and dismissed with prejudice as to IFF only, without costs, except as stated herein, and releases be extended, as set forth in this Settlement Agreement.

<u>DEFINITIONS</u>

1. As used in this Settlement Agreement, the following capitalized terms have the meanings specified below:

a. "Alternative Judgment" means a Final Judgment and Order of Dismissal entered by the Court but in a form other than proposed by Co-Lead Counsel and IFF's Counsel.

b. "Authorized Claimant" means any Settlement Class member who will be entitled to a distribution from the Net Settlement Fund pursuant to the Plan of Distribution approved by the Court in accordance with the terms of this Settlement Agreement.

c. "Claims Administrator" means the third party to be retained by Co-Lead Counsel and approved by the Court to manage and administer the process by which each member of the Settlement Class is notified of and paid pursuant to this Settlement Agreement.

d. "Co-Lead Counsel" means Kellie Lerner and Kimberly Justice, and "Liaison Counsel" means Michael Fitzgerald.

e. "Class Notice" means the forms of notice to putative Class members advising them of the Settlement Agreement, which shall be subject to consultation and agreement with IFF's Counsel before being submitted to the Court for approval.

f. "Class Period" shall be January 1, 2018 through December 31, 2023.

g. "Consolidated Action" means *In re: Fragrance End-User Plaintiff Antitrust Litigation*, No. 23-16127 (WJM)(JSA) (D.N.J.), which is currently pending in the United States

District Court for the District of New Jersey, and includes all actions filed in or transferred to the United States District Court for the District of New Jersey and consolidated thereunder and all actions that may be so transferred and consolidated in the future, including: 23-16242 (WJM)(JSA); 23-18950 (WJM)(JSA); and 23-21251 (WJM)(JSA).

h. "Cooperation" means reasonable best efforts by IFF to provide the Settlement Class, at IFF's sole cost and expense, with nonmonetary assistance in the prosecution of this matter through, including but not limited to, the provision of attorney proffers, witness interviews, documents, structured data, depositions, and witnesses at trial, as more fully explained in paragraphs 18-20.

i. "Court" means the United States District Court for the District of New Jersey.

j. "Defendants" means IFF, Givaudan SA, Givaudan Fragrances Corporation, Ungerer & Company, Inc., Custom Essence LLC, DSM-Firmenich AG, Firmenich International SA, Firmenich Inc., Agilex Flavors & Fragrances, Inc., Symrise AG, Symrise Inc., and Symrise US LLC.

k. "Direct Purchaser Action" means *In re: Fragrance Direct Purchaser Antitrust Litigation*, No. 23-2174 (WJM) (JSA) (D.N.J.), which is currently pending in the United States District Court for the District of New Jersey, and includes all actions filed in or transferred to the United States District Court for the District of New Jersey and consolidated thereunder and all actions that may be so transferred and consolidated in the future.

l. "Effective Date" with respect to the Settlement means the first business day following occurrence or waiver of all the events and conditions specified in paragraphs 54-55.

m. "Escrow Agent" means the third party to be retained by Co-Lead Counsel and approved by the Court to serve as the escrow agent for the Settlement Fund.

n. "Execution Date" means the date of the execution of this Settlement Agreement by counsel for all Parties thereto.

o. "Fairness Hearing" means the hearing to be held by the Court to determine whether the settlement set forth in this Settlement Agreement shall receive final approval pursuant to Fed. R. Civ. P. 23.

p. "Fee and Expense Application" means the Co-Lead Counsel's application or applications to the Court seeking an award of attorneys' fees and costs in accordance with paragraph 30.

q. "Final Judgment and Order of Dismissal" means the order of the Court finally approving the settlement set forth in this Settlement Agreement and dismissing the Consolidated Action against IFF. The Final Judgment and Order of Dismissal shall become final when: (i) no appeal has been filed and the prescribed time for commencing any appeal has expired; or (ii) an appeal has been filed and either (1) the appeal has been dismissed and the prescribed time, if any, for commencing any further appeal has expired, or (2) the order has been affirmed in its entirety and the prescribed time, if any, for commencing any further appeal has expired. For purposes of this paragraph, an appeal includes appeals as of right, discretionary appeals, interlocutory appeals, proceedings involving writs of certiorari or mandamus, and any other proceedings of like kind.

r. "Flavor Products" means ingredients and compounds used, sold, or purchased by IFF or one of its co-conspirators for use as a flavor or component of flavor. For avoidance of doubt, no Fragrance Product shall be treated as a Flavor Product by this Agreement.

s. "Fragrance Products" means fragrance ingredients, fragrance formulas, and fragrance compounds, regardless of whether they are natural, synthetic or otherwise, and include related auxiliary technologies, including those intended to deliver the fragrance. For avoidance of doubt, Fragrance Products include, without limitation, consumer fragrances and fine fragrances.

t. "IFF Released Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, local, common, or foreign law or regulation, by IFF against Plaintiffs, any members of the Settlement Class, or Plaintiffs' Counsel in the Consolidated Action, which arise out of or relate in any way to the institution, prosecution, assertion, settlement, or resolution of the Consolidated Action. IFF Released Claims shall not include any future claims relating to the enforcement of any terms of this Settlement Agreement. For the avoidance of doubt, the release in this paragraph is intended to cover only litigation conduct in this Consolidated Action.

u. "IFF's Counsel" means Skadden, Arps, Slate, Meagher, and Flom LLP.

v. "IFF Released Parties" shall mean IFF and each of its past, present, and future, direct and indirect parents (including holding companies), subsidiaries, affiliates, associates, divisions, predecessors, successors, and each of their respective officers, directors, employees, agents, attorneys, legal or other representatives, trustees, heirs, executors, administrators, advisors, and assigns.

w. "Indirect Purchaser Action" means *In re: Fragrance Indirect Purchaser Antitrust Litigation*, No. 23-03249 (WJM) (JSA) (D.N.J.), which is currently pending in the United States District Court for the District of New Jersey, and includes all actions filed in or transferred to the United States District Court for the District of New Jersey and consolidated thereunder and all actions that may be so transferred and consolidated in the future.

x. "Mediator" means Hon. Layn R. Phillips or, if he is unable or unwilling to serve in that capacity, an alternate jointly selected in good faith by Co-Lead Counsel and IFF's Counsel.

y. "Net Settlement Fund" has the meaning given to it in paragraph 25.

z. "Non-Settling Defendants" means all current and future Defendants other than IFF.

aa. "Notice Order" or "Order Approving the Plan of Distribution and Form and Manner of Notice of Settlement Agreements" means an order of the Court that approves the form of Class Notice and preliminarily approves the proposed Plan of Distribution.

bb. "Parties" means Plaintiffs, on behalf of themselves and other members of the Settlement Class, and IFF.

cc. "Person" means an individual or entity, and his, her, or its spouses, heirs, predecessors, successors, representatives, or assignees.

dd. "Plaintiffs" means Alethea Andrews, Charlette Atencio, Maria Barron, Apostle Cynthia Bolden, Douglas Borowski, Terry Brown, Mandy Bryant, Liridon Camaj, Scott Carpenter, Casey Christensen, Joseph Collins, Sophia Dashab, Matthew DeNapoles, Brian Depperschmidt, Letia Dickerson, Paula DiCianno, Mirlinda Elmazi, Jodie Elmore, Dana Evans, Alex Greenzweig, Shan Greer, Andrea Hogan, Jessica Howe, Suzen Isai, Phyllis Jackson, Samuel Johnson, Jasmine Judy, Tiffnie Kitchens, Sandra Kluessendorf, Nancy Koepke, Arlinda Kongoli, Isaac Landreth, Nicole Langlo, Brandy Littrell, Monica Lord, Kionna Love, Stephen Mack, Alana

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ee. "Plan of Distribution" means a plan or formula of allocation of the Net Settlement Fund whereby the Net Settlement Fund shall be distributed to Authorized Claimants after payment of settlement notice and administration expenses, Taxes and tax expenses, and such attorneys' fees, costs, expenses, interest, and other expenses as may be awarded by the Court.

ff. "Preliminary Approval Order" means an Order of the Court, substantially in the form of Exhibit A attached hereto, that preliminarily approves the settlement set forth in this Settlement Agreement, which shall be the subject of a motion filed in accordance with paragraphs 2-3 of this Settlement Agreement.

gg. "Publication Notice" means the summary notice of proposed settlements and hearing for publication.

hh. "Settlement Amount" means $11,000,000.

ii. "Settlement Class" means the settlement class to be certified by the Court in accordance with paragraphs 12 and 13 of this Settlement Agreement, which shall include all Persons who, during the Class Period, purchased in the United States consumer products or household goods, not for resale, which contained Fragrance Products that were manufactured or sold by Defendants or their subsidiaries or affiliates, INCLUDING Plaintiffs, but specifically EXCLUDING: purchasers that purchased Fragrance Products directly from Defendants, purchasers that purchased Fragrance Products manufactured by Defendants other than directly from Defendants for incorporation in finished consumer products or household goods, Defendants, IFF Released Parties, conspirators, the officers, directors, or employees of any Defendant or conspirator, any entity in which any Defendant or conspirator has a controlling interest; any affiliate, legal representative, heir, or assign of any Defendant or co-conspirator, and any Person acting on their behalf. Also excluded from the Class are any judicial officer presiding over the Consolidated Action and the members of his/her immediate family and judicial staff, and any juror assigned to the Consolidated Action, as well as any Person who or which submits a valid and timely request for exclusion in accordance with the requirements set forth in the Class Notice and whose request is accepted by the Court. For the avoidance of doubt, the Settlement Class includes Persons who purchased in the United States consumer products or household goods that contained Fragrance Products manufactured or sold by Defendants or their subsidiaries or affiliates (i) from a seller located outside the United States, or (ii) from a seller in the United States that acquired Fragrance Products manufactured or sold by Defendants outside the United States from that seller's foreign affiliate, or from Defendants or their subsidiaries or affiliates.

jj. "Settlement Class Distribution Order" has the meaning given to it in paragraph 47.

kk. "Settlement Class Released Claims" means any and all manner of claims, including Unknown Claims as defined below, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether arising under federal, state, local, common, or foreign law or regulation, whether class or individual, in law or equity or arising under constitutions, statutes, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, arising from or relating in any way to any conduct alleged or that could have been alleged in and arising from the factual predicate of the Consolidated Action, or any amended complaint or pleading therein, or the sale of Fragrance Products during the Class Period, which shall be deemed to include but not be limited to: (i) communications related to Fragrance Products between any IFF Released Party and any other Defendants or other seller of Fragrance Products or participant in the conspiracy alleged in the Consolidated Action; (ii) agreements, arrangements, or understandings whether express or implied related to Fragrance Products between any IFF Released Party and any other Defendant or other seller of Fragrance Products or any other participant in the conspiracy alleged in the Consolidated Action; (iii) the sharing of customer information between any IFF Released Party and any other Defendant or other seller of Fragrance Products or any other participant in the conspiracy alleged in the Consolidated Action; and (iv) the establishment, calculation, communication, manipulation, or use of the price of any Fragrance Product. Provided, however, Settlement Class Released Claims do not include claims based upon transactions executed solely outside the United States and arising under foreign laws belonging to any Person that is domiciled outside the United States. For avoidance of doubt, the term "Settlement Class Released Claims" shall not include (i) any claims, whether or not alleged in the Consolidated Action, against any Non-Settling Defendant; (ii) any claims against IFF asserting personal injury or physical harm arising from the purchase or use of IFF Fragrance Products; (iii) any claims related to or arising from IFF Flavor Products; (iv) any claims asserted in the Direct Purchaser Action; and (v) any claims asserted in the Indirect

Purchaser Action.

ll. "Settlement Class Released Parties" shall mean Plaintiffs, the Settlement Class and each of the Settlement Class members' past, present, and future, direct and indirect parents (including holding companies), subsidiaries, affiliates, associates, divisions, predecessors, successors, and each of their respective officers, directors, employees, agents, attorneys, legal or other representatives, trustees, heirs, executors, administrators, advisors, and assigns, whether or not they object to the settlement set forth in this Settlement Agreement, and whether or not they make a claim for payment from the Net Settlement Fund.

mm. "Settlement Fund" has the meaning given to it in paragraph 15.

nn. "Taxes" has the meaning given to it in paragraphs 26-29.

oo. "Unknown Claims" means any claims that a Party does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement Agreement. The Parties stipulate and agree that by operation of the Final Judgment and Order of Dismissal, upon the Effective Date, the Parties shall expressly waive, and each member of the Settlement Class shall be deemed to have waived, and by operation of the Final Judgment and Order of Dismissal shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, including Cal. Civ. Code § 1542 itself, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties and members of the Settlement Class may hereafter discover facts other than or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the IFF Released Claims and Settlement Class Released Claims. Nevertheless, Settlement Class Released Parties and IFF Released Parties shall expressly, fully, finally, and forever settle and release, by operation of the Final Judgment and Order of Dismissal, any and all Settlement Class Released Claims and IFF Released Claims, respectively, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The Parties acknowledge, and each member of the Settlement Class shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of IFF Released Claims and Settlement Class Released Claims was separately bargained for and was a key element of the Settlement Agreement.

PRELIMINARY APPROVAL ORDER AND NOTICE ORDER

2. Within thirty (30) days following the Execution Date, or such later date agreed to by the Parties, Co-Lead Counsel shall submit to the Court, and IFF shall support, a motion requesting entry of the Preliminary Approval Order. That preliminary approval motion shall:

a. seek certification of the Class solely for settlement purposes, pursuant to Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b)(3);

b. request preliminary approval of the settlement set forth in this Settlement Agreement as fair, reasonable, and adequate within the meaning of Fed. R. Civ. P. 23;

c. seek the appointment of Plaintiffs as Settlement Class representatives, and Co-Lead Counsel as Interim Co-Lead Counsel under Fed. R. Civ. P. 23(g);

d. if practicable at the time the motion is filed or otherwise at a later time, seek appointment of the Escrow Agent and Claims Administrator;

e. stay all proceedings in the Consolidated Action against IFF, except as provided in paragraphs 18-20, and enjoin prosecution of any Settlement Class Released Claims by Settlement Class Released Parties against any IFF Released Parties, until the Court renders a final decision on approval of the settlement set forth in this Settlement Agreement; and

f. attach a proposed form of order, which includes such provisions as are typical in such orders, including a provision that, if final approval of the settlement is not obtained, the settlement is null and void, and the Parties will revert to their positions *ex ante* without prejudice to their rights, claims, or defenses and without admissions.

3. If practicable at the time the motion seeking entry of the Preliminary Approval Order is filed or otherwise at a later time, Co-Lead Counsel shall submit to the Court, and IFF shall support, a motion requesting entry of a Notice Order that seeks approval of the Class Notice. With the object of reducing the costs of Class Notice, Co-Lead Counsel shall use their reasonable best efforts to coordinate the provision of Class Notice pertaining to this Settlement Agreement with the provision of notice for any other settlements that may be reached in the Consolidated Action. Co-Lead Counsel shall also submit for Court approval a Plan of Distribution that will provide for the distribution of the Net Settlement Fund. The Plan of Distribution shall be devised and implemented with the assistance of the Claims Administrator.

MUTUAL RELEASES AND COVENANTS NOT TO SUE

4. The obligations incurred pursuant to this Settlement Agreement shall be in full and final disposition of: (a) the Consolidated Action as against IFF; (b) any and all Settlement Class Released Claims against the IFF Released Parties; and (c) any and all IFF Released Claims against the Plaintiffs, Settlement Class and Class Counsel in the Consolidated Action.

5. Upon the Effective Date, Settlement Class Released Parties shall be deemed to have, and by operation of the Final Judgment and Order of Dismissal, shall have fully, finally, and forever waived, released, relinquished, and discharged all Settlement Class Released Claims against all IFF Released Parties, and agree and covenant not to sue any IFF Released Party on the basis of any Settlement Class Released Claims or to assist any third party in commencing or maintaining any suit against any IFF Released Party related in any way to any Settlement Class Released Claims.

6. Upon the Effective Date, IFF Released Parties shall be deemed to have, and by operation of the Final Judgment and Order of Dismissal shall have, fully, finally, and forever released, waived, relinquished and discharged, and shall forever be enjoined from prosecuting, any of IFF Released Claims against Settlement Class Released Parties, and agree and covenant not to sue any Settlement Class Released Party on the basis of any IFF Released Claim or to assist any third party in commencing or maintaining any suit against any Settlement Class Released Party related in any way to any IFF Released Claims.

7. The releases provided in this Settlement Agreement shall become effective immediately upon the occurrence of the Effective Date without the need for any further action, notice, condition, or event.

8. As an express and material condition of this Settlement Agreement, the Court shall enter an order, in the Final Judgment and Order of Dismissal or otherwise, to the extent not prohibited by law, barring claims by any Person against IFF for contribution or indemnification (however denominated) for all or a portion of any amounts paid or awarded in the Consolidated Action by way of settlement, judgment, or otherwise.

9. The Parties hereby acknowledge that the releases herein, which specifically include Unknown Claims, are binding on the Parties, IFF Released Parties, and Settlement Class Released Parties, even if they may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true related to the subject matter of the Settlement Class Released Claims or the IFF Released Claims. The Parties acknowledge, and IFF Released Parties and Settlement Class Released Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Settlement Agreement.

10. In the event that this Settlement Agreement is terminated pursuant to paragraphs 22, 50, or 51, or any condition for the final approval of this Settlement Agreement is not satisfied, the release and covenant not to sue provisions of the foregoing paragraphs shall be null and void and unenforceable.

11. The purchase of consumer products or household goods containing Fragrance Products manufactured or sold by IFF shall, to the extent permitted and/or authorized by law, remain in the case against the Non-Settling Defendants or future defendants in the Consolidated Action as a potential basis for damage claims and shall be part of any joint and several liability claims against the Non-Settling Defendants or future defendants in the Consolidated Action.

SETTLEMENT CLASS CERTIFICATION

12. The Parties hereby stipulate solely for settlement purposes that the requirements of Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b)(3) are satisfied, and, subject to Court approval, the Settlement Class shall be certified as to IFF.

13. The Parties' agreement as to certification of the Settlement Class is solely for purposes of effectuating a settlement and for no other purpose. IFF retains all of its objections, arguments, and defenses with respect to class certification, and reserves all rights to contest class certification, if the settlement set forth in this Settlement Agreement does not receive the Court's final approval, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the settlement set forth in this Settlement Agreement otherwise fails to close. The Parties acknowledge that if the settlement set forth in this Settlement Agreement does not receive the Court's final approval, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the settlement set forth in this Settlement Agreement otherwise fails to close, this agreement as to certification of the Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any other settlement-related statement may not be cited in support of an argument for certifying a class for any purpose related to this proceeding. If the class definition in the operative complaint in the Consolidated Action is broader than the settlement class definition as of the date that Class Notice is distributed, the settlement class definition in this Settlement Agreement shall be construed to be at least as broad as that complaint's class definition.

GOOD FAITH EFFORTS TO EFFECTUATE THIS SETTLEMENT AGREEMENT

14. The Parties agree to cooperate with one another in good faith to effectuate and implement the terms and conditions of this Settlement Agreement and to exercise their reasonable best efforts to accomplish the terms of this Settlement Agreement. This includes IFF serving notice on those entities required to receive notice pursuant to 28 U.S.C. § 1715.

CONSIDERATION

Monetary Consideration

15. IFF shall cause the Settlement Amount to be transferred to the Escrow Agent within five (5) business days after entry of the Preliminary Approval Order and receiving such information from Co-Lead Counsel as IFF may require in completing the wire transfer. These funds, together with any interest earned thereon, shall constitute the Settlement Fund. All costs and expenses incurred in connection with providing Class Notice and the administration of the settlement shall be paid from the Settlement Fund, subject to approval from the Court and shall not be the responsibility of IFF.

16. Except as required by the above paragraph concerning payment of the Settlement Amount, and except as provided in below paragraph concerning refund upon termination of the Settlement, IFF shall have no responsibility for any other costs, including, as further detailed in this Settlement Agreement, any attorneys' fees and expenses or any Taxes or tax-related costs relating to the Settlement Fund, but all such fees, expenses, and costs shall be paid from the Settlement Fund, as approved by the Court.

17. Prior to the Court granting final approval of the Settlement, Co-Lead Counsel may

pay from the Settlement Fund, without further approval from the Court, up to three hundred thousand dollars ($300,000) to cover the costs and expenses reasonably and actually incurred in connection with providing Class Notice. After final approval, any additional costs and expenses incurred in connection with providing Class Notice and costs and expenses incurred in connection with the administration of the settlement shall be paid from the Settlement Fund, subject to approval from the Court and shall not be the responsibility of IFF. If for any reason the settlement set forth in this Settlement Agreement fails to become effective, all amounts paid or incurred for Class Notice up to three hundred thousand dollars ($300,000) shall not be recoupable by IFF from Co-Lead Counsel or any other Person.

Non-Monetary Consideration

18. As part of the Consideration for this Settlement Agreement, IFF agrees to provide, subject to any order from the Court, at IFF's sole cost and expense, Cooperation, as requested by Co-Lead Counsel, to the benefit of the Settlement Class, relating to all forms and types of Settlement Class Released Claims, provided, however, that IFF's obligations with respect to Cooperation, including the timing and substance of Cooperation, shall in all instances be subject to such limitations as are ordered by the Court or as necessary to comply with IFF's obligation to cooperate with the Department of Justice or any other government body. All Cooperation and confirmatory discovery shall be coordinated in such a manner to avoid unnecessary duplication and expense, except that IFF and Plaintiffs expressly agree that Plaintiffs' right to obtain Cooperation under this Agreement shall not be abridged or otherwise affected by any similar obligations IFF may have as a result of other settlements with other plaintiffs. IFF's Cooperation obligations shall apply only to the Settlement Class members who act with, by or through Co-Lead

Counsel pursuant to this Settlement Agreement. For the avoidance of doubt, IFF's Cooperation will not include the provision of any expert testimony. Notwithstanding any other provision of this Settlement Agreement, if IFF believes that any of Co-Lead Counsel's requests for confirmatory discovery and Cooperation are unreasonable, the Parties agree to meet and confer regarding such requests and seek resolution from the Mediator if necessary. Notwithstanding any other provision in this Settlement Agreement, IFF may assert, where applicable, the work-product doctrine, the attorney-client privilege, the common interest privilege, the joint defense privilege, obligations under applicable data privacy laws or regulations, and/or any other applicable privilege or protection with respect to any documents, interviews, declarations and/or affidavits, depositions, testimony, material, and/or information requested under this Settlement Agreement. For any documents withheld from production of documents to Class Plaintiffs pursuant to this Settlement Agreement, the Parties shall meet and confer in good faith regarding the creation of and appropriate scope of a privilege log. In the event of a disagreement between IFF and Co-Lead Counsel regarding the appropriateness or appropriate scope of a privilege log, the Parties will seek resolution from the Mediator. After production of a privilege log, the Parties will make a good faith effort to resolve any dispute. In the event of a disagreement between IFF and Co-Lead Counsel regarding a claim of privilege or work product, the Parties will seek resolution of such disputes from the Mediator, with Plaintiffs and IFF retaining the right to seek a ruling from the Court with respect to the applicability of privilege or work product. If any document protected by the attorney-client privilege, attorney work-product doctrine, the common interest doctrine, the joint defense privilege, and/or any other applicable privilege or protection, or by any law, regulation, policy, or other rule of any governmental body protecting disclosure of such documents is accidentally or inadvertently produced, the document shall promptly be returned to IFF, and its production shall in no way be construed to have waived any privilege or protection attached to such document. The confidentiality of any documents, declarations, affidavits, deposition testimony, and information provided to Class Plaintiffs pursuant to this provision shall be covered by the protective order in effect in the Consolidated Action, in the same manner as discovery material. If no protective order is in effect, any such documents, declarations, affidavits, deposition testimony, and information shall be maintained as confidential and available only to Co-Lead Counsel and IFF's Counsel. None of the cooperation provisions are intended to, nor do they, waive any applicable privilege or protection. IFF's Counsel will meet with Co-Lead Counsel as is reasonably necessary to discuss any applicable domestic or foreign privilege or protection. The Parties expressly agree that any of the information provided in connection with the Cooperation and confirmatory discovery set forth in this Settlement Agreement, including without limitation oral presentations, may be used by Plaintiffs or Co-Lead Counsel solely in the prosecution of the Consolidated Action against Non-Settling Defendants and for no other purpose whatsoever.

19. Subject to the foregoing paragraph, IFF will provide Class Plaintiffs and Settlement Class members the following Cooperation and confirmatory discovery relating and in all events limited to the subject matter of the Settlement Class Released Claims and based on IFF's knowledge and good faith understanding of the underlying facts:

a. **Preliminary Approval:** IFF shall cooperate to the extent reasonably necessary in connection with Co-Lead Counsel's preparation of the motion for preliminary approval and any related documents necessary to effectuate and implement the terms and conditions of this Settlement Agreement.

b. **Proffers:** IFF's Counsel will meet with Co-Lead Counsel at mutually agreeable times and places to provide: (1) a general description of the manufacture and sale of Fragrance Products; and (2) a description of facts relevant to conduct described in the Consolidated Action, including but not limited to (a) the complained-of conduct and (b) the products affected by such conduct. To the extent not prohibited by any law, regulation, policy, or other rule of any governmental body protecting disclosure of such information, the proffer shall also identify all current and former officers, directors, and employees of IFF who have been interviewed by any United States or European governmental body, including but not limited to the U.S. Department of Justice ("DOJ"), United Kingdom Competition and Markets Authority ("CMA"), European Commission ("EC"), and the Swiss Competition Commission ("Swiss WEKO"), investigating alleged manipulative or anticompetitive conduct in, or affecting, Fragrance Products, and include the last known contact information for any former officers, directors and employees of IFF identified pursuant to this paragraph, and, if represented by counsel, then contact information for counsel.

c. **Production of Data:** As soon as possible after the Execution Date, the Parties shall agree on a schedule to meet and confer about production by IFF of sales data related to the subject matter of the Consolidated Action. If the Parties are unable to agree on the scope of the data to be produced, the issue shall be submitted to the Mediator for resolution. IFF shall produce the data agreed upon (or, in the event no agreement can be reached, that the Mediator directs) as expeditiously as practicable.

d. **Production of Documents Produced to Governmental Bodies:** Within ten (10) business days after the Execution Date, IFF shall commence preparation for production to Class Plaintiffs, in a mutually agreeable electronic format, and to the extent not prohibited by any law, regulation, policy, or other rule of any governmental body protecting disclosure of such documents, those documents that it has already produced or made available to any grand jury or United States or European country governmental body, including but not limited to the DOJ, CMA, EC, and Swiss WEKO, pursuant to investigations of alleged anticompetitive conduct in, or affecting, Fragrance Products. Once collected and as soon as practicable within ten (10) business days after entry of the Preliminary Approval Order, IFF shall produce these documents to Class Plaintiffs, to the extent not prohibited by any law, regulation, policy, or other rule of any governmental body protecting disclosure of such documents.

e. **Production of Additional Documents and Data:** After the entry of the Preliminary Approval Order, while the Consolidated Action or any action related to any Settlement Class Released Claims remains pending, at Co-Lead Counsel's written request and explanation, IFF will use its reasonable best efforts to produce reasonably requested documents and transactional or other structured data in a mutually agreeable electronic format, to the extent such production is not prohibited by any law, regulation, policy, or other rule of any governmental body protecting disclosure of such documents. The Parties shall meet and confer over any such requests, and in the event of a disagreement between IFF and Co-Lead Counsel regarding the scope, burden, relevance, or permissibility of any such requests, the Parties will seek resolution of such disputes from the Mediator. To the extent that it is reasonably able to do so, IFF shall also identify any documents formerly in its possession, custody, or control that it is currently unable to produce.

f. **Further Oral Presentation(s):** After the production of transaction data and documents described in paragraphs 19(c), (d), and (e), or as otherwise agreed to by the Parties, and to the extent not prohibited by any law, regulation, policy, or other rule of any governmental body protecting disclosure of such information, IFF's Counsel shall provide another oral presentation(s) at a mutually agreeable time and place to provide Co-Lead Counsel: (1) IFF's Counsel's understanding of the information contained in such documents; and (2) to the extent known, the specific locations and dates of all meetings or communications relating to the transactions and conduct that are the subject matter of all forms and types of Settlement Class Released Claims including, the identification and last known contact information of all current and former officers, directors, and employees of IFF or any other manufacturer of Fragrance Products in each such meeting or communication. In connection with the production of sales data, IFF shall use reasonable best efforts to make available its current personnel, at reasonable times, to assist Co-Lead Counsel in understanding such data.

g. **Interviews**: After the entry of the Preliminary Approval Order, upon reasonable notice, and to the extent not prohibited by any law, regulation, policy, or other rule of any governmental body protecting disclosure of such information, at IFF's expense, IFF shall use its reasonable best efforts to make available for interviews with Co-Lead Counsel and/or their experts up to three (3) current IFF employees designated by Co-Lead Counsel. Each interview shall take place on a single day and shall not exceed eight hours. The interviews will not be videotaped, recorded, or professionally transcribed. IFF will also respond to reasonable follow-up inquiries of Co-Lead Counsel throughout the duration of this Consolidated Action or any action related to any Settlement Class Released Claims. At Co-Lead Counsel's request, and for good cause including, for example, by reason of new information learned by Plaintiffs during discovery, IFF will meet and confer regarding up to three (3) additional interviews of current IFF employees sought by Co-Lead Counsel, but failing agreement between the Parties, the Parties will seek resolution of such disputes from the Mediator. If IFF is unable to make a requested current IFF employee available in the United States, IFF shall use its reasonable best efforts to make the individual available at such alternative location as Co-Lead Counsel may reasonably request. Notwithstanding any other provision of this Settlement Agreement, if IFF believes that Co-Lead Counsel has unreasonably designated any current employee for interview, the Parties agree to meet and confer regarding such designation and seek resolution from the Mediator if necessary. IFF shall use good faith efforts to assist Co-Lead Counsel in arranging interviews with former IFF employees. To the extent not prohibited by any law, regulation, policy, or other rule of any governmental body protecting disclosure of such information, IFF will provide Co-Lead Counsel with the last known contact information for any former employees of IFF identified pursuant to this paragraph, and, if represented by counsel, the counsel's contact information. Co-Lead Counsel and IFF will confer regarding the use of virtual interviews where appropriate. Other than its own legal fees, IFF shall not be responsible for any expenses associated with interviews of former IFF employees, if such former employees are separately represented or unrepresented.

h. **Declarations and Affidavits:** After the entry of the Preliminary Approval Order, upon reasonable notice, and to the extent not prohibited by any law, regulation, policy, or other rule of any governmental body protecting disclosure of such information, at IFF's expense, IFF shall use its reasonable best efforts to make available to Co-Lead Counsel no more than three (3) current IFF employees designated by Co-Lead Counsel for the preparation of declarations and/or affidavits throughout the duration of this Consolidated Action or any action related to any Settlement Class Released Claims. At Co-Lead Counsel's request and for good cause including for example, by reason of new information learned by Plaintiffs during discovery, IFF will meet and confer regarding no more than three (3) additional individuals, but failing agreement the Parties shall seek resolution by the Mediator. IFF will also use its reasonable best efforts to make current IFF employees available to provide declarations, certifications, or affidavits regarding the authentication of documents, including their certification as records of a regularly conducted activity pursuant to Fed. R. Evid. 803(6) (such declarations, certifications, and/or affidavits shall not count towards the three (3) permitted pursuant to this paragraph). Notwithstanding any other provision of this Settlement Agreement, if IFF believes that Co-Lead Counsel has unreasonably designated any current employee for the preparation of declarations and/or affidavits, the Parties agree to meet and confer regarding such designation and seek resolution from the Mediator if necessary. IFF shall make good faith efforts to assist Co-Lead Counsel in arranging for such declarations and/or affidavits from former IFF employees for such purposes. To the extent not prohibited by any law, regulation, policy, or other rule of any governmental body protecting disclosure of such information, IFF will provide Co-Lead Counsel with the last known contact information for any former employees of IFF identified pursuant to this paragraph, and, if represented by counsel, the counsel's contact information. Other than its own legal fees, IFF shall not be responsible for any expenses associated with the preparation of declarations and/or affidavits.

i. **Depositions:** After the entry of the Preliminary Approval Order and upon reasonable notice, IFF shall use its reasonable best efforts to make available for depositions in the

Consolidated Action or any action related to any Settlement Class Released Claims up to three (3) current IFF employees designated by Co-Lead Counsel. At Co-Lead Counsel's request and for good cause, including, for example, by reason of new information learned by Plaintiffs during discovery, IFF will meet and confer regarding up to three (3) additional individuals, but failing agreement, the Parties will seek resolution by the Mediator. Written notice by Co-Lead Counsel upon IFF's Counsel shall constitute sufficient service for such depositions. If IFF is unable to make a requested individual available in the United States, IFF shall use its reasonable best efforts to make the individual available at such alternative location as Co-Lead Counsel may reasonably request. IFF shall use good faith efforts to assist Co-Lead Counsel in arranging the deposition of former IFF employees. To the extent not prohibited by any law, regulation, policy, or other rule of any governmental body protecting disclosure of such information, IFF will provide Co-Lead Counsel with the last known contact information for any former employees of IFF identified pursuant to this paragraph, and, if represented by counsel, the counsel's contact information. For witnesses represented by IFF's Counsel, or for whom IFF is providing counsel, depositions shall be administered according to the rules and limitations of the Federal Rules of Civil Procedure, regardless of the location at which they take place or the citizenship of the deponent. Notwithstanding any other provision of this Settlement Agreement, if IFF believes that Co-Lead Counsel has unreasonably designated any current employee for deposition, the Parties agree to meet and confer regarding such designation and seek resolution from the Mediator if necessary. Other than its own legal fees, IFF shall not be responsible for any expenses associated with the depositions of former employees, if such former employees are separately represented or unrepresented.

j. **Testimony at Trial:** Upon reasonable notice and at IFF's expense, IFF shall use its reasonable best efforts to make available for testimony at trial in the Consolidated Action or any action related to any Settlement Class Released Claims, but not for the prosecution of any action or proceeding against any IFF Released Party (nor for any other purpose whatsoever), up to five (5) of the then-current IFF employees designated by Co-Lead Counsel pursuant to the paragraphs above, who possess information, based on Co-Lead Counsel's good faith belief, that would assist Class Plaintiffs in trial of the Class Plaintiffs' claims as alleged in the Consolidated Action or any action related to any Released Claim, but not for the prosecution of any action or proceeding against any IFF Released Party, nor for any other purpose whatsoever. IFF shall use good faith efforts to assist Co-Lead Counsel in arranging for the appearance of former employees at trial. Other than its own legal fees, IFF shall not be obligated to bear the expenses, including but not limited to legal fees, of testimony of such former employees, if such former employees are separately represented or unrepresented. To the extent not prohibited by any law, regulation, policy, or other rule of any governmental body protecting disclosure of such information, IFF will provide Co-Lead Counsel with the last known contact information for any former employees of IFF identified pursuant to this paragraph, and, if represented by counsel, the counsel's contact information. Notwithstanding any other provision of this Settlement Agreement, if IFF believes that Co-Lead Counsel has unreasonably designated any then current employee for testimony at trial, the Parties agree to meet and confer regarding such designation and seek resolution from the Mediator if necessary.

k. **Continuation, Scope, and Termination of IFF's Obligation:** IFF's obligations to cooperate under the Settlement Agreement are continuing until and shall terminate upon the date when final judgment has been rendered, with no remaining rights of appeal, in the Consolidated Action against all Defendants.

20. In the event of a disagreement between IFF and Co-Lead Counsel with respect to IFF's Cooperation obligations, the Parties will seek resolution from the Mediator if necessary.

USE OF THE SETTLEMENT FUND

21. The Settlement Fund shall be established as an escrow account and administered by the Escrow Agent, subject to approval by the Court. The Settlement Fund shall be administered pursuant to this Settlement Agreement and subject to the Court's continuing supervision and control. No monies shall be paid from the Settlement Fund without the specific authorization of Co-Lead Counsel. Counsel for the Parties agree to cooperate, in good faith, to form an appropriate escrow agreement in conformance with this Settlement Agreement

22. Without prejudice to the Settlement Class's right to seek enforcement of this Settlement Agreement, if the total Settlement Amount is not timely transferred to the escrow account, Co-Lead Counsel may terminate this Settlement Agreement if: (i) Co-Lead Counsel has notified IFF's Counsel in writing of Co-Lead Counsel's intention to terminate this Settlement Agreement; and (ii) the entire, total Settlement Amount is not transferred to the Settlement Fund within ten (10) business days after Co-Lead Counsel has provided such written notice.

23. The Settlement Fund shall be invested exclusively in accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either: (i) fully insured by the Federal Deposit Insurance Corporation ("FDIC"); or (ii) secured by instruments

backed by the full faith and credit of the United States Government. The proceeds of these accounts shall be reinvested in similar instruments at their then-current market rates as they mature. All risks related to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Settlement Fund.

24. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Settlement Agreement and the Plan of Distribution approved by the Court.

25. The Settlement Fund shall be applied as follows:

a. to pay the Fee and Expense Award, if and to the extent allowed by the Court;

b. to pay all the costs and expenses reasonably and actually incurred in connection with providing Class Notice and the administration of the settlement, including, without limitation, locating members of the Class, soliciting Settlement Class members' claims, assisting with the filing of claims, administering and distributing the Net Settlement Fund to Authorized Claimants, and processing proof of claim and release forms;

c. to pay the Taxes and tax expenses described in paragraphs 26-29 hereof;

d. to pay any other Court approved fees and expenses; and

e. to distribute the balance of the Settlement Fund (the "Net Settlement Fund") to Authorized Claimants for the Class as allowed by the Court pursuant to the Class Distribution Order.

26. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1, and agree not to take any position

for Tax purposes inconsistent therewith. The Settlement Fund, less any amounts incurred for notice, administration, and/or Taxes (as defined below), plus any accrued interest thereon, shall be returned to IFF, as provided in paragraph 52, if the settlement does not become effective for any reason, including by reason of a termination of this Settlement Agreement pursuant to paragraphs 22, 50, or 51.

27. For the purpose of § 468B of the Code and the Treasury regulations thereunder, Co-Lead Counsel shall be designated as the "administrator" of the Settlement Fund. Co-Lead Counsel shall timely and properly file all income, informational, and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns shall be consistent with paragraphs 25-29 and in all events shall reflect that all Taxes (as defined below) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

28. All: (i) taxes or other similar imposts or charges (including any estimated taxes, interest, penalties, or additions to tax) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon IFF with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-1 (or any relevant equivalent for state tax purposes); and (ii) other taxes or tax expenses imposed on or in connection with the Settlement Fund (collectively "Taxes"), shall promptly be paid out of the Settlement Fund by the Escrow Agent without prior order from the Court. The Escrow Agent, in conjunction with the Claims Administrator, shall also be obligated to, and shall be responsible for, withholding from distribution to Settlement Class members any funds necessary to pay such

amounts, including the establishment of adequate reserves for any Taxes. The Parties agree to cooperate with the Escrow Agent, the Claims Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

29. Neither the Parties nor their counsel shall have any responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination of the Escrow Agent, Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement Fund or otherwise; (ii) the Plan of Distribution; (iii) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (iv) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or (v) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. The Escrow Agent shall indemnify and hold harmless the Parties out of the Settlement Fund from and against any claims, liabilities, or losses relating to the matters addressed in the preceding sentence.

FEE AND EXPENSE APPLICATION, ATTORNEYS' FEES, AND LITIGATION EXPENSES

30. Co-Lead Counsel will submit a Fee and Expense Application(s) to the Court for an award from the Settlement Fund of: (i) attorneys' fees not to exceed 33-1/3% of the Settlement Fund (plus interest); (ii) reimbursement of litigation expenses, plus interest, incurred in connection with the prosecution of the Consolidated Action; and/or (iii) service awards for Plaintiffs in conjunction with their representation of the Class. IFF will take no position regarding the Fee and Expense Application. Attorneys' fees, expenses, and interest as are awarded by the Court ("Fee

and Expense Award") to Co-Lead Counsel shall be paid from the Settlement Fund to Co-Lead Counsel immediately upon entry by the Court of an order awarding such amounts, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Co-Lead Counsel's joint and several obligation to repay those amounts to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed, or return of the Settlement Fund is required consistent with the provisions of paragraphs 50-53 hereof. In such event, Co-Lead Counsel shall, within ten (10) business days from the event which requires repayment of the Fee and Expense Award, refund to the Settlement Fund the Fee and Expense Award paid to them, along with interest.

31. Notwithstanding any other provision of this Settlement Agreement to the contrary, the Fee and Expense Application shall be considered by the Court separate and apart from its consideration of the fairness, reasonableness, and adequacy of the settlement, and any order or proceeding relating to the Fee and Expense Application, or any appeal of any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Settlement Agreement or the settlement of the Consolidated Action, or affect the finality or binding nature of any of the releases granted hereunder. IFF shall have no responsibility for, and no liability whatsoever with respect to, any payment of attorneys' fees or expenses to Co-Lead Counsel.

NOTICE AND SETTLEMENT ADMINISTRATION

32. Upon entry by the Court of the Preliminary Approval Order, Co-Lead Counsel shall

engage a qualified claims administrator as the Claims Administrator.

33. The Claims Administrator shall effectuate the notice plan approved by the Court in the Preliminary Approval Order and the Notice Order, shall administer and calculate the claims submitted by Settlement Class members, and shall oversee distribution of the Net Settlement Fund to Authorized Claimants in accordance with the Plan of Distribution.

34. The Claims Administrator shall assist in the development of the Plan of Distribution and the resolution of any disputes regarding the claims process.

35. Class Notice shall, consistent with due process and the Federal Rules of Civil Procedure, endeavor to apprise each member of the Settlement Class of his, her or its right to exclude themselves from, or object to, the settlement.

36. Any Person falling within the definition of the Settlement Class may request to be excluded from the Class ("Request for Exclusion"). A Request for Exclusion must be: (i) in writing, (ii) signed by the Person, (iii) state the name, address, and phone number of that Person, and (iv) include: (1) proof of membership in the Settlement Class, including a declaration or documentation evidencing the purchase in the United States during the Class Period of consumer products or household goods, not for resale, which contained Fragrance Products that were manufactured or sold by Defendants; and (2) a signed statement that "I hereby request that I be excluded from the Settlement Class in the *In re: Fragrance End-User Plaintiff Antitrust Litigation*." The request must be mailed to the Claims Administrator at the address provided in the Class Notice and be postmarked no later than fifty (50) days prior to the date set for the Fairness Hearing or any other date set by the Court. "Mass" or "class" Requests for Exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members

where the opt-out hasn't been signed by each and every individual Settlement Class Member will not be allowed. Unless the Court orders otherwise, a Request for Exclusion that does not include all of the foregoing information, that does not contain the proper signature, that is sent to an address other than the one designated in the Class Notice, or that is not sent within the time specified, shall be invalid, and the Person(s) filing such an invalid request shall be a Settlement Class member and shall be bound by the settlement set forth in the Settlement Agreement, if approved. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall be excluded from the Settlement Class, shall have no rights under the Settlement Agreement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlement Agreement. The Claims Administrator shall cause to be provided to Co-Lead Counsel and IFF's Counsel copies of all Requests for Exclusion, together with all documents and information provided with such Requests, and any written revocation of Requests for Exclusion, within three (3) business days of receipt.

37. Any Person who has not requested exclusion from the Class and who objects to the settlement set forth in this Settlement Agreement may appear, either in person or through counsel, at that Person's own expense, at the Fairness Hearing to present any evidence or argument that the Court deems proper and relevant. However, no such Person shall be heard, and no papers, briefs, pleadings, or other documents submitted by any such Person shall be received and considered by the Court, unless such Person properly submits a written objection that includes: (i) the Person's full name, mailing address, and telephone number; (ii) a notice of intention to appear for those Persons who wish to speak at the Fairness Hearing; (iii) proof of membership in the Settlement Class, including a declaration or documentation evidencing the purchase of consumer products or

household goods containing Fragrance Products during the Class Period; (iv) the specific grounds for the objection and any reasons why such Person desires to appear and be heard, as well as all documents or writings that such Person desires the Court to consider; (v) a statement of whether the objection is to the Settlement in part or in whole; (vi) a statement of whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (vii) a list of all cases in which they have acted as an objector or counsel for an objector in the last five years; and (viii) the signature of the Person who is objecting. Such a written objection must be filed with the Court no later than thirty (30) days prior to the date set for the Fairness Hearing and mailed to Co-Lead Counsel and IFF's Counsel at the addresses provided in the Class Notice and postmarked no later than thirty (30) days prior to the date set for the Fairness Hearing. Any Person that fails to object in the manner prescribed herein shall be deemed to have waived his, her, or its objections and will forever be barred from making any such objections in the Consolidated Action, unless otherwise excused for good cause shown, as determined by the Court.

38. If the Preliminary Approval Order and the Notice Order are entered by the Court, Plaintiffs shall seek, and IFF shall support, entry of a Final Judgment and Order of Dismissal that:

a. certifies the Settlement Class pursuant to Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b)(3) solely for the purpose of the settlement;

b. approves finally the settlement set forth in this Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement as to Settlement Class members within the meaning of Fed. R. Civ. P. 23 and directing its consummation according to its terms;

c. finds that the Class Notice constituted due, adequate, and sufficient notice of the settlement set forth in this Settlement Agreement and the Fairness Hearing and meets the requirements of due process and the Federal Rules of Civil Procedure;

d. directs that, as to IFF, the Consolidated Action shall be dismissed with prejudice and, except as provided for in this Settlement Agreement, without costs;

e. orders that Plaintiffs and the Settlement Class are permanently enjoined and barred from instituting, commencing, or prosecuting any action or other proceeding asserting any Settlement Class Released Claims against any IFF Released Party;

f. provides that the Court shall retain exclusive jurisdiction over the settlement and this Settlement Agreement, including the administration and consummation of the settlement; and

g. determines under Fed. R. Civ. P. 54(b) that there is no just reason for delay and directs that the judgment of dismissal as to IFF shall be final and entered forthwith.

39. Co-Lead Counsel shall share drafts of the proposed Final Judgment and Order of Dismissal with IFFs' Counsel to and shall obtain IFF's agreement to the form and content of the proposed Final Judgment and Order of Dismissal.

40. Any Settlement Class member who does not submit a valid proof of claim and release form will not be entitled to receive any of the proceeds from the Net Settlement Fund, but will otherwise be bound by all of the terms of this Settlement Agreement, including the terms of the Final Judgment and Order of Dismissal to be entered in the Consolidated Action and the releases provided for herein, and will be barred from bringing any action or proceeding against the IFF Released Parties concerning the Settlement Class Released Claims.

41. The Claims Administrator shall process this settlement based upon proofs of claim submitted in connection with the settlement, and, after entry of the Class Distribution Order, distribute the Net Settlement Fund in accordance with the Class Distribution Order. Except for their obligation to pay the Settlement Amount as detailed in this Settlement Agreement, IFF shall have no liability, obligation, or responsibility for the administration of the settlement or disbursement of the Net Settlement Fund. Co-Lead Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what Co-Lead Counsel reasonably deems to be formal or technical defects in any proofs of claim submitted, including, without limitation, failure to submit a document by the submission deadline, in the interests of achieving substantial justice.

42. For purposes of determining the extent, if any, to which a member of the Settlement Class shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

a. Each member of the Settlement Class, at a time determined by the Court, shall be required to submit a proof of claim and release form (as shall be approved by the Court) which, *inter alia*, releases all Settlement Class Released Claims against all IFF Released Parties, is signed under penalty of perjury by an authorized Person, and is supported by such documents or proof as Co-Lead Counsel and the Claims Administrator, in their discretion, may deem acceptable;

b. All proofs of claim must be submitted by the date specified by the Court, unless such period is extended by order of the Court. Any member of the Settlement Class who fails to submit a proof of claim and release form by such date shall be forever barred from receiving any payment pursuant to this Settlement Agreement (unless, by order of the Court, a later submitted proof of claim and release form by such Settlement Class member is approved), but shall in all other respects be bound by all of the terms of this Settlement Agreement and the settlement, including the terms of the Final Judgment and Order of Dismissal to be entered in the Consolidated Action and the releases provided for herein, and will be barred from bringing any action or proceeding against the IFF Released Parties concerning the Settlement Class Released Claims. Provided that it is received before the motion for the Class Distribution Order is filed, a proof of claim and release form shall be deemed to have been submitted when posted, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the proof of claim and release form shall be deemed to have been submitted when actually received by the Claims Administrator. Notwithstanding the foregoing, Co-Lead Counsel shall have the discretion, but not the obligation, to accept late-submitted claims for processing by the Claims Administrator so long as distribution of the proceeds of Settlement Funds is not materially delayed. Co-Lead Counsel shall have no liability for failing to accept any late-submitted claims;

c. Each proof of claim and release form shall be submitted to and reviewed by the Claims Administrator who shall determine whether the proof of claim and release form is in accordance with this Settlement Agreement and any applicable orders of the Court, and the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to subparagraph 42(e) below. The Claims Administrator will review each approved proof of claim and release form and determine, in accordance with the Plan of Distribution, the amount to be distributed to that claimant. The Settling Parties shall not have any role in, or responsibility or liability to any Person for, the solicitation, review, or evaluation of proofs of claim;

d. Proofs of claim that do not meet the submission requirements may be rejected. Prior to rejecting a proof of claim and release form, the Claims Administrator shall communicate with the claimant to remedy the curable deficiencies in the proofs of claim submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all claimants whose proofs of claim it proposes to reject, in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the claimant whose claim is to be rejected has the right to a review by the Claims Administrator. If the claimant so desires and complies with the requirements of subparagraph 42(e) below, the claimant may seek review by the Court;

e. If any claimant whose claim has been rejected, in whole or in part, desires to contest such rejection, the claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph 42(d) above, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation. If a dispute concerning a claim cannot be otherwise resolved, Co-Lead Counsel shall thereafter present the request for review to the Court; and

f. The administrative determinations of the Claims Administrator shall be presented to the Court, with notice to IFF's Counsel, for approval by the Court in the Class Distribution Order (as defined in paragraph 47).

43. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, and the claim will be subject to investigation and discovery pursuant to the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that claimant's status as a Settlement Class member and the validity and amount of the claimant's claim. No discovery shall be allowed to be directed to IFF and no discovery shall

be allowed on the merits of the Consolidated Action in connection with processing of the proofs of claim.

44. Payment pursuant to this Settlement Agreement and the Plan of Distribution shall be deemed final and conclusive against all Settlement Class members. All Settlement Class members whose claims are not approved shall be barred from any participation in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Settlement Agreement and the settlement, including the terms of the Final Judgment and Order of Dismissal to be entered in the Consolidated Action and the releases provided for herein, and will be barred from bringing any action or proceeding against the IFF Released Parties concerning the Settlement Class Released Claims.

45. All proceedings with respect to the administration, processing, and determination of claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

46. The Net Settlement Fund shall be distributed by the Claims Administrator to, or for the account of, Authorized Claimants, as the case may be, only after the Effective Date and after: (i) all claims have been processed and evaluated by the Claims Administrator, and all claimants whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to be heard concerning such rejection or disallowance; (ii) all objections with respect to all rejected or disallowed claims have been resolved by the Court, and all appeals therefrom have been resolved or the time therefor has expired; (iii) all matters with respect to the Fee and Expense Application have been resolved by the Court, and all appeals therefrom have

been resolved or the time therefor has expired; and (iv) all fees and costs of administration have been paid.

47. Co-Lead Counsel will apply to the Court for an order (the "Class Distribution Order") approving the Claims Administrator's determinations concerning the acceptance and rejection of the claims submitted herein and approving any fees and expenses not previously applied for, including the fees and expenses of the Claims Administrator, and, if the Effective Date has occurred, directing payment of the Net Settlement Fund to or for the account of Authorized Claimants, as the case may be.

48. Plaintiffs and Settlement Class members shall look solely to the Settlement Fund for full, final, and complete satisfaction of all Settlement Class Released Claims.

49. IFF shall not have a reversionary interest in the Net Settlement Fund, subject to the provisions regarding termination of the Settlement Agreement set forth in paragraph 52. If there is a balance remaining in the Net Settlement Fund after six (6) months from the date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise), or reasonably soon thereafter, the Claims Administrator shall, if logistically feasible and economically justifiable, reallocate such balances among Authorized Claimants in an equitable fashion. These redistributions shall be repeated until the remaining balance in the Net Settlement Fund is *de minimis* and such remaining balance shall be donated to an appropriate 501(c)(3) non-profit organization proposed by Co-Lead Counsel, and approved by the Court.

<u>TERMINATION OF SETTLEMENT</u>

50. Plaintiffs, through Co-Lead Counsel, and IFF, through IFF's Counsel, shall, in each

of their separate discretions, have the right to terminate the settlement set forth in this Settlement Agreement by providing written notice of their election to do so ("Termination Notice") to all other Parties hereto within thirty (30) days of the date on which: (i) the Court enters an order declining to enter the Preliminary Approval Order in any material respect adverse to the terminating party; (ii) the Court enters an order refusing to approve this Settlement Agreement or any material part of it; (iii) the Court enters an order declining to enter the Final Judgment and Order of Dismissal in any material respect; (iv) the Court enters an Alternative Judgment; (v) the Final Judgment and Order of Dismissal is modified or reversed by a court of appeal or any higher court in any material respect; or (vi) an Alternative Judgment is modified or reversed by a court of appeal or any higher court in any material respect. Notwithstanding this paragraph, the Court's determination as to the Fee and Expense Application and/or any Plan of Distribution, or any determination on appeal from any such order, shall not provide grounds for termination of this Settlement Agreement.

51. IFF, in its sole discretion, shall have the right to terminate the Settlement Agreement in its entirety if a threshold volume of Requests for Exclusion from the Settlement Class is submitted. IFF's right to terminate the Settlement Agreement pursuant to this paragraph is triggered if entities who file timely, valid and unrevoked Requests for Exclusion number at least one million (1,000,000) ("Threshold"). For the avoidance of doubt, a timely, valid, and unrevoked Request for Exclusion by a Person who would otherwise be a Settlement Class Member shall be treated as set forth in paragraph 36 of the Settlement Agreement. If the Threshold is reached and IFF elects to terminate the Settlement Agreement under this paragraph of the Settlement Agreement, IFF must notify Co-Lead Counsel and the Court of its election in writing no later than

thirty (30) days following the deadline for Persons to exclude themselves from the Settlement Class. Such notice shall include documentation establishing that the Threshold has been reached. If IFF has not notified Co-Lead Counsel and the Court of such termination by that date, the right to terminate under this paragraph shall lapse and IFF's right to terminate the Settlement Agreement pursuant to this paragraph shall become null and void. The Parties will attempt to resolve any disputes regarding termination pursuant to this paragraph in good faith. If they cannot be resolved by negotiation and agreement, the Parties will refer the matter, in the first instance, to the Hon. Layn R. Phillips for formal mediation, and if not then resolved, to the Court.

52. Except as otherwise provided herein, in the event the Settlement Agreement is terminated in accordance herewith, is vacated, is not approved, or the Effective Date fails to occur for any reason, then the Parties to this Settlement Agreement shall be deemed to have reverted to their respective status in the Consolidated Action as of the Execution Date (and the Parties shall be deemed to have preserved all claims and defenses), and, except as otherwise expressly provided herein, the Parties shall proceed in all respects as if this Settlement Agreement and any related orders had not been entered, and any portion of the Settlement Fund previously paid by or on behalf of IFF, together with any interest earned thereon (and, if applicable, repayment of any Fee and Expense Award referred to in paragraph 30 hereof), less Class Notice costs and expenses paid or incurred (up to the limit set forth in paragraph 17), and less Taxes due, if any, with respect to such income, shall be returned to IFF within ten (10) business days from the date of the event causing such termination. At the request of IFF's Counsel, the Escrow Agent shall apply for any tax refund owed on the Settlement Fund and pay the proceeds to IFF.

53. Neither IFF nor IFF's Counsel shall directly, or indirectly, solicit or encourage any

Person to request exclusion from the Settlement Class.

EFFECTIVE DATE OF SETTLEMENT

54. The Effective Date of Settlement shall be the date when all the following events shall have occurred and shall be conditioned on the occurrence of all the following events:

a. IFF has paid the Settlement Amount as set forth in this Settlement Agreement;

b. entry of the Preliminary Approval Order;

c. entry of the Notice Order;

d. final approval by the Court of the settlement set forth in this Settlement Agreement, following Class Notice and the Fairness Hearing;

e. no Party has exercised his, her, or its rights to terminate this Settlement Agreement pursuant to paragraphs 22, 50, or 51; and

f. entry by the Court of a Final Judgment and Order of Dismissal, and the Final Judgment and Order of Dismissal becomes final, or, if the Court enters an Alternative Judgment and neither Class Plaintiffs nor IFF elects to terminate this Settlement Agreement, such Alternative Judgment becomes final.

55. Notwithstanding any other provision herein, any proceeding or order, or motion for reconsideration, appeal, petition for a writ of certiorari or its equivalent, pertaining solely to any Plan of Distribution and/or Fee and Expense Application, shall not in any way delay or preclude the Effective Date.

MISCELLANEOUS

56. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

57. For the purpose of construing or interpreting this Settlement Agreement, the Parties agree that it is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

58. This Settlement Agreement and any exhibits hereto, shall constitute the entire agreement between the Settlement Class and IFF pertaining to the matters discussed herein and supersedes all prior and contemporaneous undertakings of the Settlement Class and IFF in connection therewith. All terms of this Settlement Agreement are contractual and not mere recitals. The terms of this Settlement Agreement are and shall be binding upon each of the Parties hereto, their heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, and upon all other Persons claiming any interest in the subject matter hereto through any of the Parties hereto including any Settlement Class members.

59. The Parties to this Settlement Agreement intend the settlement to be a final and complete resolution of all Settlement Class Released Claims and IFF Released Claims. Accordingly, Plaintiffs and IFF agree not to assert in any judicial proceeding that the Consolidated Action was brought by Class Plaintiffs or defended by IFF in bad faith or without a reasonable basis. The Parties further agree not to assert in any judicial proceeding that any Party violated Federal Rule of Civil Procedure 11.

60. The Parties agree that the amount paid and the other terms of the Settlement were

negotiated at arm's length in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel and the Mediator.

61. This Settlement Agreement may be modified or amended only by a writing executed by Plaintiffs, through Co-Lead Counsel, and IFF, through IFF's Counsel, subject (if after preliminary or final approval by the Court) to approval by the Court.

62. Nothing in this Settlement Agreement constitutes an admission by IFF as to the merits of the allegations made in the Consolidated Action, the validity of any defenses that could be asserted by IFF, or the appropriateness of certification of any class other than the Class under Fed. R. Civ. P. 23 solely for settlement purposes. This Settlement Agreement is without prejudice to the rights of IFF to: (i) challenge the Court's certification of any class, including the Class, in the Consolidated Action should the Settlement Agreement not be approved or implemented for any reason; and/or (ii) oppose any certification or request for certification in any other proposed or certified class action.

63. All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of New York without regard to its choice-of-law principles.

64. Except as provided in paragraphs 18-20, IFF, Plaintiffs, their respective counsel, and the Settlement Class members hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the District of New Jersey, for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement, including, without limitation, any suit, action, proceeding, or dispute relating to the release provisions herein.

65. The Parties acknowledge that this Settlement Agreement makes no determination as to which Settlement Class members are entitled to distribution of the Net Settlement Fund, or as to the formula for determining the amounts to be distributed.

66. The proposed Plan of Distribution is not a necessary term of this Settlement Agreement and it is not a condition of this Settlement Agreement that any particular Plan of Distribution be approved. The IFF Released Parties will take no position with respect to the proposed Plan of Distribution or such Plan of Distribution as may be approved by the Court. The Plan of Distribution is a matter separate and apart from the settlement between the Parties and any decision by the Court concerning a particular Plan of Distribution shall not affect the validity or finality of the proposed settlement, including the scope of the release.

67. This Settlement Agreement may be executed in counterparts by Plaintiffs and IFF, and a facsimile or .pdf signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

68. Plaintiffs and IFF acknowledge that they have been represented by counsel and have made their own investigations of the matters covered by this Settlement Agreement to the extent they have deemed it necessary to do so. Therefore, Plaintiffs and IFF and their respective counsel agree that they will not seek to set aside any part of this Settlement Agreement on the grounds of mistake. Moreover, Plaintiffs and IFF and their respective counsel understand, agree, and expressly assume the risk that any fact may turn out hereinafter to be other than, different from, or contrary to the facts now known to them or believed by them to be true, and further agree that this Settlement Agreement shall be effective in all respects notwithstanding and shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

69. Each of the undersigned attorneys represents that they are fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement, subject to Court approval; and the undersigned Co-Lead Counsel represent that they are authorized to execute this Settlement Agreement on behalf of Class Plaintiffs. Each of the undersigned attorneys shall use their best efforts to effectuate this Settlement Agreement.

DATED: March 16, 2026

/s/

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Boris Bershteyn
Matthew M. Martino
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Counsel for International Flavors & Fragrances, Inc.

DATED: March 16, 2026

/s/ DocuSigned by: KIMBERLY A. JUSTICE
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DATED: March 16, , 2026

/s/ Signed by: kellie lerner 63530688CE2743D...

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Interim Co-Lead Class Counsel for Plaintiffs and the End-User Class

SUBMITTED FOR SETTLEMENT PURPOSES ONLY
SUBJECT TO FED. R. EVID. 408

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE: FRAGRANCE END-USER PLAINTIFF ANTITRUST LITIGATION	Case No. 2:23-cv-16127-WJM-JSA

[PROPOSED] ORDER PRELIMINARILY APPROVING END-USER PLAINTIFFS' CLASS ACTION SETTLEMENT WITH DEFENDANT INTERNATIONAL FLAVORS & FRAGRANCES, INC. AND PROVISIONALLY CERTIFYING THE SETTLEMENT CLASS

WHEREAS THIS MATTER, having been opened to the Court by end-user plaintiffs Alethea Andrews, Charlette Atencio, Maria Barron, Apostle Cynthia Bolden, Douglas Borowski, Terry Brown, Mandy Bryant, Liridon Camaj, Scott Carpenter, Casey Christensen, Joseph Collins, Sophia Dashab, Matthew DeNapoles, Brian Depperschmidt, Letia Dickerson, Paula DiCianno, Mirlinda Elmazi, Jodie Elmore, Dana Evans, Alex Greenzweig, Shan Greer, Andrea Hogan, Jessica Howe, Suzen Isai, Phyllis Jackson, Samuel Johnson, Jasmine Judy, Tiffnie Kitchens, Sandra Kluessendorf, Nancy Koepke, Arlinda Kongoli, Isaac Landreth, Nicole Langlo, Brandy Littrell, Monica Lord, Kionna Love, Stephen Mack, Alana Manuia, Leslee Martin, Michele Matheny, Jennifer McGehee, Milan Montano, Havva Murtishi, Daniel Nabavian, Frank Novak, Nicole Padilla, Carmen Pelliteri, Yvonne Peychal, Eleanor Pressler, Mary Peterson, Cynthia Reese, Christine Schorr, Masees

Skenderian, Berniece Van Der Berg, Elli Ward, Kimberly Webb, Tonia West, and Charlotte Williams (collectively, "EUPs") in the above-captioned consolidated action ("Consolidated Action"), upon the filing of EUPs' motion ("Motion") for preliminary approval of their settlement with Defendant International Flavors & Fragrances, Inc. ("IFF"), seeking entry of an order (1) preliminarily approving the settlement reached between EUPs, on behalf of themselves and the proposed settlement class (defined below as the "EUP Settlement Class") on the one hand, and IFF on the other, as set forth in the Stipulation and Agreement of Settlement, dated March ___, 2026 ("Settlement Agreement"); (2) provisionally certifying the EUP Settlement Class for settlement purposes, appointing EUPs as representatives of the EUP Settlement Class, and appointing Kellie Lerner and Kimberly A. Justice as EUP Settlement Class Counsel; (3) staying the Consolidated Action as to IFF, pending final approval of the Settlement Agreement; (4) enjoining the prosecution of any Settlement Class Related Claims by Settlement Class Released Parties against any IFF Released Parties pending final approval of the Settlement Agreement; (5) appointing The Huntington National Bank as the Escrow Agent; (6) approving the form and manner of dissemination of notice to the members of the EUP Settlement Class (the "Notice Plan"); (7) appointing Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator to implement the Notice Plan; and (8) scheduling a Fairness Hearing to determine whether the Settlement merits final approval;

WHEREAS this Consolidated Action, comprised of four related end-user cases alleging antitrust violations, was consolidated for all purposes by the Court in orders dated November 1, 2023 (ECF No. 16) and November 22, 2023 (ECF No. 27);

WHEREAS, pursuant to Fed. R. Civ. P. 23(g), the Court appointed Kellie Lerner and Kimberly A. Justice as Interim Co-Lead Class Counsel, and Michael Fitzgerald as Liaison Counsel, on November 1, 2023 (ECF No. 16), and the appointed counsel have served in their respective capacities to date in the Consolidated Action;

WHEREAS, on February 5, 2024, EUPs filed their consolidated complaint ("Consolidated Complaint") (ECF No. 38) against IFF and the other defendants in this Consolidated Action, namely, Givaudan S.A., Givaudan Fragrances Corporation, Ungerer & Company, Inc., Custom Essence LLC, DSM-Firmenich AG, Firmenich International S.A., Firmenich SA, Firmenich Inc., Agilex Flavors & Fragrances, Inc., Symrise AG, Symrise Inc., and Symrise US LLC (collectively, "Non-Settling Defendants," and with IFF, "Defendants"), alleging that Defendants engaged in an unlawful conspiracy to restrain trade, by, among other things, fixing the price of certain fragrance products ("Fragrance Products") in violation of the Sherman Act, 15 U.S.C. §§ 1, 3, and various state antitrust laws;

WHEREAS, the Consolidated Complaint alleges that the putative class of end-users of consumer goods containing Fragrance Products is entitled to treble damages, declaratory relief, and injunctive relief, as a result of IFF's and the other Defendants' alleged antitrust violations;

WHEREAS, on April 8, 2024, Defendants jointly moved, under Fed. R. Civ. P. 12(b)(6), to dismiss the Consolidated Complaint, as well as the other complaints filed against Defendants by two separate plaintiff groups representing indirect purchasers and direct purchasers of Fragrance Products, respectively (ECF No. 78), and certain of the Non-Settling Defendants separately moved to dismiss for lack of personal jurisdiction (ECF Nos. 65, 74, 76);

WHEREAS, EUPs opposed the motions to dismiss on June 7, 2024 (ECF Nos. 103-04), Defendants replied on July 15, 2024 (ECF Nos. 108-11), and related briefing on the motions concluded on July 29, 2024 (ECF Nos. 112-13);

WHEREAS, by order of February 21, 2025 (ECF No. 120), as relevant hereto, the Court granted in part and denied in part Defendants' joint motion to dismiss as to the Consolidated Complaint, and further denied without prejudice certain of the Non-Settling Defendants' motions to dismiss for lack of personal jurisdiction, pending jurisdictional discovery;

WHEREAS, by letter order of March 26, 2025 (ECF No 128), the Court granted, in part, the parties' joint proposed schedule, providing for, *inter alia*, the conduct of jurisdictional discovery, relating to certain of the Non-Settling Defendants' motions to dismiss;

WHEREAS, by order of June 30, 2025 (ECF No. 150), the Court granted the United States' unopposed motion to intervene for the purpose of seeking a limited stay of discovery; and subsequently, the parties in the three pending antitrust actions (including the Action) and the United States stipulated to a limited stay of discovery in their Joint Stipulation and Amended Scheduling Order, which was so ordered by the Court on August 26, 2025 (ECF Nos. 168-69), and expired on February 15, 2026;

WHEREAS, presented to the Court for preliminary approval is a settlement of the Consolidated Action as against IFF ("Proposed Settlement");

WHEREAS, the terms of the Proposed Settlement are set forth in Settlement Agreement, executed by counsel on March ____, 2026, on behalf of EUPs and IFF (together, the "Settling Parties");

WHEREAS, the settlement negotiations that resulted in the Settlement Agreement were conducted by the Settling Parties over a period of over nine months, beginning in March 2025, under the guidance and oversight of the non-party mediator (the Hon. Layn R. Phillips of Phillips ADR Enterprises);

WHEREAS, following the execution of the Settlement Agreement, EUPs filed their Motion on March ____, 2026;

WHEREAS the Court, having reviewed and considered the EUPs' Motion and all other papers submitted therewith, including the Settlement Agreement, and for good cause appearing;

IT IS on this __ day of March, 2026,

ORDERED AND ADJUDGED that Plaintiffs' Motion is **GRANTED**, and:

1. **EUP Settlement Class Findings**. The Court preliminarily finds that the requirements of the Federal Rules of Civil Procedure have been met as to the EUP Settlement Class, in that:

a) The members of the EUP Settlement Class, comprised of persons and entities who, during the Class Period, purchased in the United States consumer products or household goods, not for resale, which contained Fragrance Products that were manufactured or sold by Defendants or their subsidiaries or affiliates, are so numerous and geographically dispersed that their joinder before the Court would be impracticable, thus satisfying Rule 23(a)(1);

b) There are one or more questions of fact and/or law common to the EUP Settlement Class, including whether the conduct challenged in the Consolidated Complaint by the EUP Settlement Class as anticompetitive constitutes a conspiracy in restraint of trade in violation of Sections 1 and 3 of the Sherman Act, 15 U.S.C. §§ 1 and 3, and various state laws, whether Defendants' alleged scheme artificially inflated prices for Fragrance Products, thereby violating federal antitrust laws, whether class-wide harm was suffered, and the proper measure of damages, thus satisfying Rule 23(a)(2);

c) Based on the allegations in the Consolidated Complaint, the EUPs' claims are typical of the claims of the EUP Settlement Class, in that these claims arise from the same common course of alleged illegal anticompetitive conduct by Defendants, are based on the same alleged theories, and require the same kinds of evidence to prove those theories, thus satisfying Rule 23(a)(3);

d) EUPs will fairly and adequately protect the interests of the EUP Settlement Class in that: (i) the EUPs' interests and the nature of the alleged claims are consistent with those of the other members of the EUP Settlement Class; (ii) there appear to be no conflicts between or among the EUPs and the EUP Settlement Class, as the EUPs and the EUP Settlement Class share a common interest in proving Defendants' anticompetitive conduct and recovering the alleged damages and injunctive relief sought in the Consolidated Complaint; and (iii) EUPs are represented by qualified, reputable counsel who are experienced in preparing and prosecuting complex antitrust actions, such as the Consolidated Action, thus satisfying Rule 23(a)(4);

e) In connection with and solely for purposes of settlement, common questions of law and fact predominate over questions affecting only individual members. In light of the class-wide claims set forth in the Consolidated Complaint, the issues in this Consolidated Action that are subject to generalized proof, and thus applicable to the EUP Settlement Class as a whole, predominate over any issues that are subject only to individualized proof, thus satisfying Rule 23(b)(3).

f) Also pursuant to Rule 23(b)(3), the Court determines that, in connection with and solely for purposes of settlement, a class action is superior to other available methods for the fair and efficient adjudication of this Consolidated Action. The Court believes it is desirable, for purposes of judicial and litigation efficiency, to concentrate the claims of the EUP Settlement Class in a single action.

2. **EUP Settlement Class Certification**. Based on the findings set forth above, the Court provisionally certifies the following class under Rules 23(c)(1)(B) and 23(e) in this Consolidated Action for settlement purposes only (the "EUP Settlement Class"):

> All Persons who, during the Class Period, purchased in the United States consumer products or household goods, not for

resale, which contained Fragrance Products that were manufactured or sold by Defendants or their subsidiaries or affiliates, INCLUDING Plaintiffs, but specifically EXCLUDING: purchasers that purchased Fragrance Products directly from Defendants, purchasers that purchased Fragrance Products manufactured by Defendants other than directly from Defendants for incorporation in finished consumer products or household goods, Defendants, IFF Released Parties, conspirators, the officers, directors, or employees of any Defendant or conspirator, any entity in which any Defendant or conspirator has a controlling interest; any affiliate, legal representative, heir, or assign of any Defendant or co-conspirator, and any Person acting on their behalf. Also excluded from the Class are any judicial officer presiding over the Consolidated Action and the members of his/her immediate family and judicial staff, and any juror assigned to the Consolidated Action, as well as any Person who or which submits a valid and timely request for exclusion in accordance with the requirements set forth in the Class Notice and whose request is accepted by the Court. For the avoidance of doubt, the Settlement Class includes Persons who purchased in the United States consumer products or household goods that contained Fragrance Products manufactured or sold by Defendants or their subsidiaries or affiliates (i) from a seller located outside the United States, or (ii) from a seller in the United States that acquired Fragrance Products manufactured or sold by Defendants outside the United States from that seller's foreign affiliate, or from Defendants or their subsidiaries or affiliates.

3. **Appointment of EUP Settlement Class Representatives**. In accordance with Rule 23(a), the Court appoints the named end-user plaintiffs Alethea Andrews, Charlette Atencio, Maria Barron, Apostle Cynthia Bolden, Douglas Borowski, Terry Brown, Mandy Bryant, Liridon Camaj, Scott Carpenter, Casey Christensen, Joseph Collins, Sophia Dashab, Matthew DeNapoles, Brian Depperschmidt, Letia Dickerson, Paula DiCianno, Mirlinda Elmazi, Jodie Elmore,

Dana Evans, Alex Greenzweig, Shan Greer, Andrea Hogan, Jessica Howe, Suzen Isai, Phyllis Jackson, Samuel Johnson, Jasmine Judy, Tiffnie Kitchens, Sandra Kluessendorf, Nancy Koepke, Arlinda Kongoli, Isaac Landreth, Nicole Langlo, Brandy Littrell, Monica Lord, Kionna Love, Stephen Mack, Alana Manuia, Leslee Martin, Michele Matheny, Jennifer McGehee, Milan Montano, Havva Murtishi, Daniel Nabavian, Frank Novak, Nicole Padilla, Carmen Pelliteri, Yvonne Peychal, Eleanor Pressler, Mary Peterson, Cynthia Reese, Christine Schorr, Masees Skenderian, Berniece Van Der Berg, Elli Ward, Kimberly Webb, Tonia West, and Charlotte Williams as the representatives for the EUP Settlement Class.

4. **Appointment of EUP Settlement Class Counsel**. Pursuant to Rules 23(c)(1)(B) and 23(g), and having considered the factors set forth in Rule 23(g)(1)(A), the Court appoints Kellie Lerner and Kimberly A. Justice as EUP Settlement Class Counsel.

5. **Preliminary Approval of the Proposed Settlement**. The Court has assessed the fairness, reasonableness, and adequacy of the Proposed Settlement and finds that, at the final approval stage, the Court will likely be able to approve the Proposed Settlement under the criteria set forth in Rule 23(e)(2), and certify the EUP Settlement Class under the criteria set forth in Rules 23(a) and 23(b)(3). The Court therefore preliminarily approves the Proposed Settlement on the terms set forth in the Settlement Agreement, subject to further consideration at the Final Fairness

Hearing (defined below) to be scheduled by the Court.

6. **Appointment of Escrow Agent**. The Court approves the establishment of an escrow account, as set forth in the Settlement Agreement, as a "Qualified Settlement Fund" pursuant to Treas. Reg. § 1.468B-1. The Court appoints The Huntington National Bank as the Escrow Agent for the purpose of administering the escrow account holding the Settlement Fund, as defined in the Settlement Agreement. All expenses incurred by the Escrow Agent must be reasonable, are subject to Court approval, and shall be payable solely from the Settlement Fund. The Court retains continuing jurisdiction over any issues regarding the formation or administration of the escrow account.

7. **Stay of Consolidated Action as Against IFF**. All proceedings in the Consolidated Action with respect to IFF Released Parties (as defined in the Settlement Agreement) are stayed until further order of the Court, except as may be necessary to implement the Proposed Settlement as set forth in the Settlement Agreement or comply with the terms thereof. Pending final determination of whether the Proposed Settlement set forth in the Settlement Agreement should be approved, each EUP and each EUP Settlement Class member, either directly, representatively, or in any other capacity, is enjoined from prosecuting in any forum any Settlement Released Claims (as defined in the Settlement Agreement) or assisting any third party in commencing or maintaining any suit against any IFF

Released Parties related in any way to any Settlement Class Released Claims.

8. **Approval of EUP Settlement Class Notice Plan and Appointment of Claims Administrator**. The Court approves the Notice Plan and the form and content of the notices to be provided to the EUP Settlement Class, substantially in the form appended as Exhibits D and E to the Declaration of Kimberly A. Justice in support of the End-User Plaintiffs' Motion for Preliminary Approval of Settlement. The Notice Plan is reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, class certification for settlement purposes only, the terms of the Settlement, and their rights to opt-out of the Class and object to the Settlement or Class Counsel's Fee Application. The notices and Notice Plan constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Plan satisfy all applicable requirements of law, including but not limited to, Rule 23 and the constitutional requirements of due process. The Court finds that the form of notice is written in simple terminology, is readily understandable by Settlement Class members and complies with the Federal Judicial Center's illustrative class action notices. The Court orders that notice be disseminated to the Class as per the Notice Plan. The Court appoints Epiq as the Claims Administrator for the purpose of administering the Notice Plan.

9. **Fairness Hearing**. The Court hereby sets a Fairness Hearing for _______________ at the Martin Luther King Building & U.S. Courthouse, 50

Walnut Street, Newark, New Jersey 07102, Court Room 4B ("Fairness Hearing"), to assist the Court in reaching its final determination of whether, *inter alia*, the settlement is fair, reasonable and adequate, and whether final judgment should be entered, terminating the litigation between EUPs and IFF.

10. **Objections to Settlement**. Members of the EUP Settlement Class who wish to exclude themselves from the EUP Settlement Class will be required to submit an appropriate and timely request for exclusion, and members of the EUP Settlement Class who wish to object to the Settlement Agreement will be required to submit an appropriate and timely written statement of the grounds for objection, as directed by the notice. Members of the EUP Settlement Class who wish to appear in person to object to the Settlement Agreement may do so at the Fairness Hearing pursuant to directions by the Court.

11. **Timeline for Notice and Final Approval**. The Court adopts the following schedule for Notice and Final Approval:

a. Within thirty (30) days after the Court's entry of the Preliminary Approval Order, Epiq shall commence the proposed Notice Plan.

b. Within forty-five (45) days after the Court's entry of the Preliminary Approval Order, Plaintiffs shall file their motions and supporting memoranda seeking final approval of the Settlement and approval of any request by Class Counsel for reimbursement of costs and expenses, a set aside for future litigation costs and expenses, or an award of attorneys' fees.

c. Within sixty (60) days after the Court's entry of the Preliminary Approval Order, Plaintiffs shall file a report prepared by Epiq confirming that the Notice Plan was carried out and that the EUP Settlement Class was provided notice in the manner directed by the Court.

d. Within ninety (90) after the Court's entry of the Preliminary Approval Order, any EUP Settlement Class member wishing to exclude themselves from the Class must file a Request for Exclusion.

> A Request for Exclusion must be: (i) in writing, (ii) signed by the Person, (iii) state the name, address, and phone number of that Person, and (iv) include: (1) proof of membership in the EUP Settlement Class, including a declaration or documentation evidencing the purchase in the United States during the Class Period of consumer products or household goods, not for resale, which contained Fragrance Products that were manufactured or sold by Defendants; and (2) a signed statement that "I hereby request that I be excluded from the EUP Settlement Class in the *In re: Fragrance End-User Plaintiff Antitrust Litigation*."

e. Any EUP Settlement Class member wishing to object to the Settlement or to any request by Class Counsel for reimbursement of costs and expenses, a set aside for future litigation costs and expenses, or an award of attorneys' fees, must file a written objection with the Court and mail such objection to Settlement Class Counsel and IFF's Counsel (at the addresses provided in the Notice and postmarked) no later than thirty (30) days prior to the date set for the Fairness Hearing, and otherwise comply with the requirements set forth in the Notice. The written objection must include:

> (i) the Person's full name, mailing address, and telephone number; (ii) a notice of intention to appear for those Persons who wish to speak at the Fairness Hearing; (iii) proof of membership in the Settlement Class, including a declaration or documentation evidencing the purchase of consumer products or household goods containing Fragrance Products during the Class Period; (iv) the specific grounds for the objection and any reasons why such Person desires to appear and be heard, as well as all documents or writings that such Person desires the Court to consider; (v) a statement of whether the objection is to the Settlement in part or in whole; (vi) a statement of whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (vii) a list of all cases in which they have acted as an objector or counsel for an objector in the last five years; and (viii) the signature of the Person who is objecting.

f. At least one hundred and fifty (150) days after the Court's entry of the Preliminary Approval Order, the Court will schedule a final approval Fairness Hearing.

g. No later than ten (10) days before the date set by the Court for the Fairness Hearing, any replies and supporting papers that respond to any objections to the Settlement or to any request by Class Counsel for reimbursement of costs and expenses, a set aside for future litigation costs and expenses or an award of attorneys' fees shall be filed with the Court.

12. **Termination of Settlement**. If final approval of the Proposed Settlement is not granted or if the Proposed Settlement is otherwise terminated pursuant to the Settlement Agreement, this Order shall become null and void, and shall be without prejudice to the rights of the Settling Parties, all of whom shall be restored to their respective positions existing immediately prior to the Execution Date of the Settlement Agreement.

____
William J. Martini, U.S.D.J.

EXHIBIT B

FIRM RESUME

JUSTICE JAGHER LONDON & MILLEN

Complex Antitrust and Consumer Protection Class Action Litigation

Our mission is to ***protect consumers*** and ***preserve competition*** in an increasingly complex economy. Backed by ***decades of experience*** and ***billions recovered by clients***, we confront corporate misconduct with the rigor, creativity, and resolve high-stakes cases demand.

Firm Overview.

Justice Jagher London & Millen LLC is a national litigation boutique focused on complex antitrust and consumer protection class actions.

Origins.

Justice Jagher London & Millen LLC (JJLM) traces its roots to the 1990s, when several of the firm's founding attorneys developed a nationally recognized class action practice at a mid-sized Chicago law firm. Over the next decade, that practice achieved significant success representing consumers and businesses in complex antitrust, securities and consumer litigation.

Formation.

In 2007, those attorneys established Freed Kanner London & Millen (FKLM) to continue that work as an independent firm focused on complex class action litigation. FKLM built a strong reputation in antitrust and consumer cases, securing landmark recoveries on behalf of clients and class members nationwide.

Today.

In 2019, accomplished litigators Kimberly Justice and Jonathan Jagher joined the firm, expanding its national reach and strengthening its focus on antitrust and consumer protection litigation. Today, JJLM operates from Philadelphia and Chicago and represents consumers and businesses harmed by unlawful corporate conduct, continuing a decades-long commitment to complex class action litigation.

For decades, Freed Kanner London & Millen stood for fearless advocacy, exceptional results, and an unwavering commitment to justice. The reputation we built was earned case by case and client by client. I could not be more confident that Justice Jagher London & Millen will continue that tradition—bringing the same determination, talent, and vision to the next chapter of the firm.

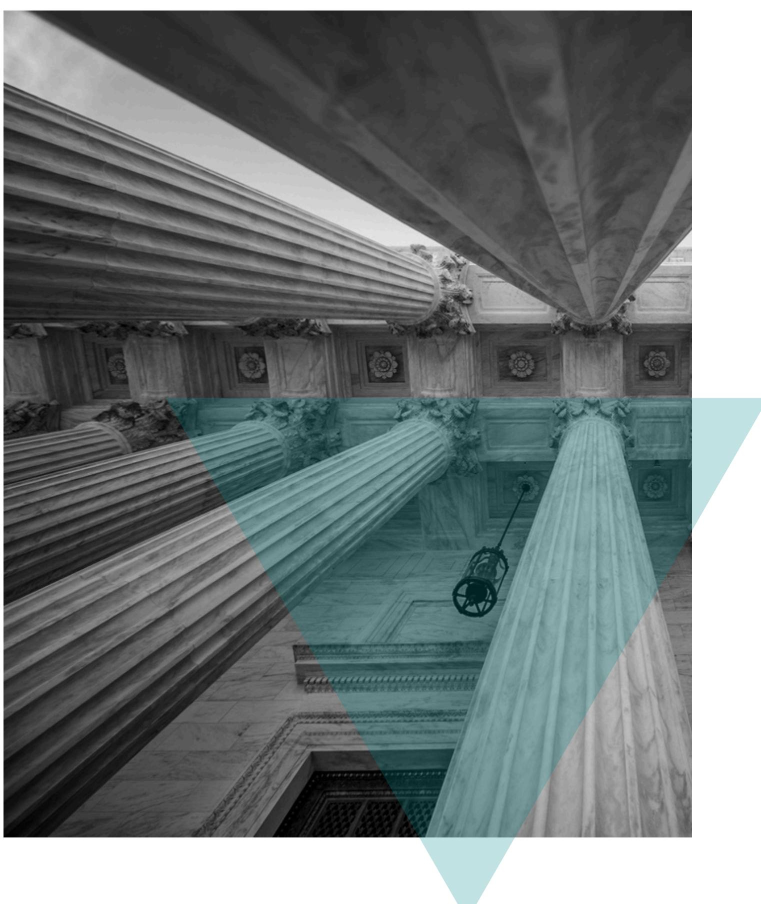
Michael J. Freed
Founding Partner

Trusted by Clients. Respected by Courts.

Complex litigation demands credibility, strategic judgment, and the willingness to take difficult cases to trial. JJLM attorneys have earned that trust through decades of leadership in major antitrust and consumer protection matters nationwide.

Our work is grounded in three core principles:

Integrity. Innovation. Impact.



$5+ Billion

Recovered for Clients and Class Members

100+

Court-Appointed Leadership Roles

Millions

Consumers and Businesses Represented Nationwide

50+ Years

Partner Experience in Complex Class Action Litigation

3 of the 4 Largest

Antitrust Class Action Settlements in Seventh Circuit History

Integrity.

Courts trust our judgment to lead complex litigation.

Courts across the country have appointed JJLM attorneys to lead nationwide complex class actions, including roles as lead or co-lead counsel and executive or steering committee members. These appointments reflect sustained confidence in our judgment, professionalism, and ability to manage demanding matters involving multiple parties, jurisdictions, and competing interests.

We approach that responsibility with discipline and independence — making decisions that advance the interests of the class while maintaining credibility with courts and opposing counsel. Our team includes former trial attorneys from the U.S. Department of Justice Antitrust Division, bringing firsthand enforcement experience and a practical understanding of how multifaceted investigations are built and proven.

Innovation.

Sophisticated misconduct requires sophisticated investigation.

The matters we handle rarely present themselves clearly. They are layered, evolving, and often structured to avoid detection — whether through opaque pricing practices, coordinated conduct, or misconduct embedded within digital systems and data.

We combine sophisticated legal strategy with industry, economic, and data-driven insight to identify patterns and conduct that are not immediately visible. From developing novel legal theories to working through intricate evidentiary records, we build cases that are designed to hold together under sustained challenge. This work requires persistence, precision, and a willingness to pursue theories others may overlook, particularly in areas where the law continues to evolve alongside technology and modern business practices.

Impact.

Results that compensate those harmed and change industries.

Our work is measured by outcomes that deliver meaningful recovery and drive accountability across industries. We pursue matters that address systemic conduct — issues that shape industries and affect large groups of consumers and businesses.

JJLM attorneys have achieved significant results across antitrust and consumer protection matters, including cases involving price-fixing, monopolization, exclusionary conduct, deceptive practices, data privacy violations, and product defects. We prepare every case with trial in mind. That discipline carries through the litigation — shaping strategy, strengthening our position, and grounding outcomes in the strength of the case.

Recognition & Professional Distinction.

JJLM has earned recognition from courts, peers, and legal media for its innovative and efficient approach to litigation and significant impact in the class action field.

Professional Recognition.

American Antitrust Institute – Private Antitrust Enforcement Hall of Fame

In 2021, FKLM founding partner and counsel to JJLM, Michael Freed, was inducted into the Private Antitrust Enforcement Hall of Fame which recognizes practitioners for three major contributions: distinguished service to the private antitrust enforcement community, commitment to the enforcement of the antitrust laws; and success in fighting for competition, consumers, and workers.

American Antitrust Institute – Outstanding Antitrust Litigation Achievement

In 2022, JJLM and its co-counsel received the American Antitrust Institute's award for 'Outstanding Antitrust Litigation Achievement in Private Law Practice' for collective work on behalf of our clients in ***Cameron et al. v. Apple Inc***., 4:19-cv-03074 (N.D. Cal.) ($100 million settlement).

In 2021, JJLM and its co-counsel received the American Antitrust Institute's award for "Outstanding Antitrust Litigation Achievement in Private Law Practice" for collective work on behalf of our clients in ***In re Peanut Farmers Antitrust Litigation***, 2:19-cv-00463 (E.D. Va.) ($102.75 million in settlements).

Chambers and Partners USA

JJLM has been ranked consistently by Chambers amongst the nation's top antitrust firms. In the 2025 Guide, the publication noted about the firm:

Freed Kanner London & Millen LLC [n/k/a JJLM] is a highly regarded boutique firm singled out for its strong plaintiff representation. Has extensive experience in nationwide class action cases and is acclaimed for its antitrust expertise in price-fixing and anticompetitive conduct cases.

The lawyers are highly skilled and knowledgeable yet possess the ability to explain in simple terms the legal concepts and risks.

The firm has deep experience. The attorneys are bright and hard-working.

Antitrust Annual Report

Ranking JJLM antitrust leadership appointments and settlements among the top in the nation.

Davis, Josh Paul and Kohles, Rose, 2024 Antitrust Annual Report: Class Actions in Federal Court (Published July 2025)

Lawdragon

JJLM attorneys Jonathan Jagher and Kimberly Justice were selected to the 2026 Lawdragon 500 Global Plaintiff Lawyers Guide.

JJLM attorneys Michael Freed, Kimberly Justice, William "Billy" London, and Douglas Millen are recognized as distinguished leaders in antitrust litigation.

Super Lawyers

JJLM attorneys Michael Freed, Jonathan Jagher, Kimberly Justice, Nicholas Lange, William "Billy" London, Douglas Millen, and Michael Moskovitz are acknowledged as prominent figures in class action and antitrust litigation.

Judicial Commendations.

Murphy v. Toyota Motor Corp., et al., No. 4:21-cv-00178, Dkt. No. 150 (Nov. 19, 2024).

The **Honorable Amos L. Mazzant** applauded the firm and its co-counsel's *"vigorous litigation efforts"* which resulted in settlement relief valued up to $77.3 million and was the *"driving force"* compelling a recall reasonably valued at over $600 million:

> *Plaintiffs' Counsel conducted the litigation and achieved the Settlement with skill, perseverance, and diligent advocacy, and are highly regarded in consumer and complex class action law matters.*

In re Peanut Farmers Antitrust Litigation, 2021 WL 9494033, at *2 & 3 (E.D. Va., Aug. 10, 2021).

After reaching settlements totaling $102.75 million, the **Honorable Raymond Jackson** praised the firm's *"effective and efficient prosecution"* of the matter in discovery, class certification, fully briefed summary judgment practice and full trial preparation that led to *"an excellent result for the Class,"* without the benefit of a government investigation.

In re Linerboard Antitrust Litigation, 2004 WL 1221350, at 5-6 (E.D. Pa. 2004).

In approving the Plaintiffs' motion for final approval of the settlement, the **Honorable Jan DuBois** commended co-lead counsel:

> *[T]he size of the settlements in absolute terms and expressed as a percentage of total damages evidence a high level of skill by petitioners ... The Court has repeatedly stated that the lawyering in the case at every stage was superb, and does so again.*

In re Hydrogen Peroxide Antitrust Litigation, MDL 1682 (E.D. Pa.).

After reaching settlements of over $97 million, the **Honorable Stewart Dalzell** lauded the firm and its co-lead counsel:

> *[T]he skill and efficiency of the attorneys involved is of a very high order indeed, and as we noted at the fairness hearing yesterday, we have been impressed that these attorneys have prosecuted this matter vigorously against seasoned opponents without needlessly distracting the Court.*

In re High Fructose Corn Syrup Antitrust Litigation, MDL 187 (C.D. Ill.), Transcript of Oct. 4, 2004 Oral Argument at 45.

After reaching settlements of $531 million for the direct-purchaser class, the **Honorable Michael M. Mihm** praised the firm and its co-lead counsel:

> *I've said many times during this litigation that you and the attorneys who represented the defendants here are as good as it gets. Very professional. At least in my presence or in my contacts with you, you've always been civil. You've always been cutting to the chase and not wasting my time or each other's time or adding to the cost of the litigation.*

In re Automotive Parts Antitrust Litigation, No. 12-md-02311 (E.D. Mich.).

The **Honorable Marianne O. Battani** commended the firm and its co-lead counsel:

> *I think that class counsel . . . have just done a tremendous job, and are highly, highly experienced and knowledgeable in this area.*

Selected Results.

Landmark Recoveries.

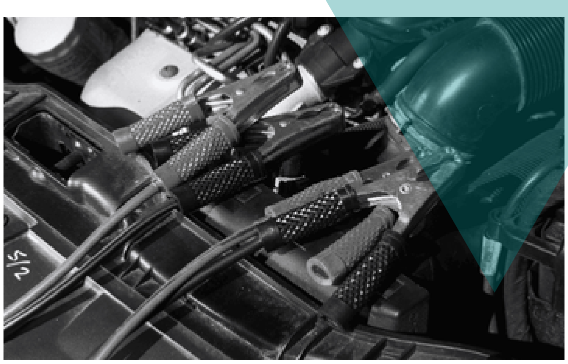
The following is a selection of landmark recoveries, impactful precedents and active cases that reflect Justice Jagher London & Millen's record across decades of complex class action litigation.

Murphy v. Toyota Motor Corporation | E.D. Texas

JJLM served as lead counsel in this car-defect case. The case resulted in a significant reimbursement program and a recall of 1.85 million 2013-2018 model year Toyota RAV4 vehicles to replace an alleged defective battery retention system. Settlement relief was valued up to $77.3 million; the litigation was also the driving force compelling a recall reasonably valued at over $600 million.

For the Court's praise of counsel in this matter, see *Judicial Commendations* section.

RECOVERY: VALUED AT $675M+



In re Broiler Chicken Antitrust Litigation | N.D. Illinois

JJLM attorneys represented a class of direct purchasers and were part of the team that led this antitrust class action that alleged that U.S. broiler chicken producers conspired to fix prices and limit supply, thereby inflating chicken costs. Plaintiffs accused producers of violating the Sherman Antitrust Act by illegally coordinating to reduce production (e.g., destroying breeder hens and closing plants).

RECOVERY: $280M+

Kleen Products v. International Paper (Containerboard) | N.D. Illinois

JJLM attorneys served as co-lead counsel in this antitrust case on behalf of purchasers of containerboard (cardboard) and against major producers for conspiring to illegally inflate prices by, in part, coordinating capacity cuts and production shutdowns. After seven years of heavily contested litigation and two Seventh Circuit appeals, co-lead counsel settled the case for significant monetary damages. This recovery ranks as one of the four largest antitrust settlements in the Seventh Circuit.

RECOVERY: $376M

In re High Fructose Corn Syrup Antitrust Litigation | C.D. Illinois

JJLM attorneys were co-lead counsel in this antitrust case against certain corn refiners for colluding to fix the price of high fructose corn syrup, the main sweetener used in soda pop and many bakery and dairy products. The case settled weeks before trial. This recovery ranks as one of the four largest antitrust settlements in the Seventh Circuit.

For the Court's praise of counsel in this matter, see *Judicial Commendations* section.

RECOVERY: **$531M**

In re AT&T Inc. Customer Data Security Breach Litigation | N.D. Texas

As part of the Steering Committee for Plaintiffs, JJLM attorneys helped secure a settlement against AT&T for failing to safeguard customers' sensitive information during two separate incidents that exposed the data of tens of millions of people.

RECOVERY: **$177M**

In re Generic Pharmaceuticals Pricing Antitrust Litigation | E.D. Pennsylvania

JJLM attorneys represent a class of indirect purchasers and are part of the team helping to lead the largest antitrust multidistrict litigation pending in the United States. The plaintiffs allege that leading generic pharmaceutical manufacturers fixed prices for more than 180 generic drugs. Litigation is ongoing.

RECOVERY: **$500M+**

In re Automotive Parts Antitrust Litigation | E.D. Michigan

JJLM attorneys were co-lead counsel in this multi-district antitrust litigation against numerous Japanese, European, and American parts manufacturers for fixing, maintaining, rigging bids, and allocating the supply of more than 20 automobile parts (including wire harnesses, instrument panel clusters, heater control panels, air conditioning systems, and bearings).

For the Court's praise of counsel in this matter, see Judicial Commendations section.

RECOVERY: VALUED AT **$550M+**

Dzananovic v. Badoo Trading Limited (Bumble) | Circuit Court, Winnebago County, Illinois

JJLM attorneys were co-lead counsel in this lawsuit that alleged that the Bumble and Badoo dating apps violated Illinois law by using facial-recognition technology to scan and collect user photographs for "photo verification" without consent. Co-lead counsel settled the case, providing class members with a sizable monetary award.

RECOVERY: $40M

In re Peanut Farmers Antitrust Litigation | E.D. Virginia

JJLM attorneys served as co-lead counsel on behalf of peanut farmers. Plaintiffs brought the lawsuit against the largest peanut shellers in the country, accusing them of conspiring to underpay farmers for runner peanuts, the primary type of peanuts grown.

JJLM and its co-counsel received the **American Antitrust Institute's Award for Outstanding Antitrust Litigation Achievement**.

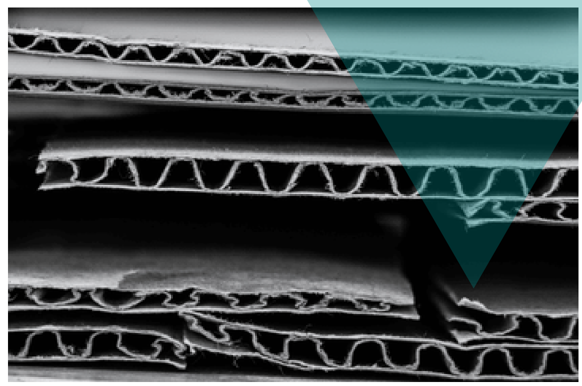
For the Court's praise of counsel in this matter, see *Judicial Commendations* section.

RECOVERY: $102.75M

In Re: Morgan Stanley Data Security Litigation | S.D. New York

As part of the Executive Committee, JJLM attorneys successfully litigated this action related to allegations that Morgan Stanley failed to safeguard its customers' highly sensitive personally identifiable information.

RECOVERY: $60M



In re Linerboard Antitrust Litigation | E.D. Pennsylvania

JJLM attorneys served as co-lead counsel in this nationwide antitrust class action against the producers of linerboard. Plaintiffs alleged that the defendants conspired to reduce production of linerboard in order to increase the price of linerboard and the corrugated boxes and sheets made from linerboard.

For the Court's praise of counsel in this matter, see *Judicial Commendations* section.

RECOVERY: $200M+

Cameron v. Apple, Inc. | N.D. California

As part of the Executive Committee, JJLM attorneys brought suit against Apple for monopolizing (or attempting to monopolize) the iOS app and in-app product distribution services in violation of federal antitrust laws and California unfair competition laws. Plaintiffs secured an outstanding monetary recovery for app developers. JJLM and its co-counsel received the **American Antitrust Institute's Award for Outstanding Antitrust Litigation Achievement** for our work in this case.

RECOVERY: **$100M**

In re Hydrogen Peroxide Antitrust Litigation | E.D. Pennsylvania

JJLM attorneys served as co-lead counsel in this antitrust price-fixing action against domestic and European hydrogen peroxide producers. Plaintiffs alleged that defendants conspired over an eleven-year period to fix, raise, and stabilize prices for hydrogen peroxide and its downstream products, and to allocate markets and customers.

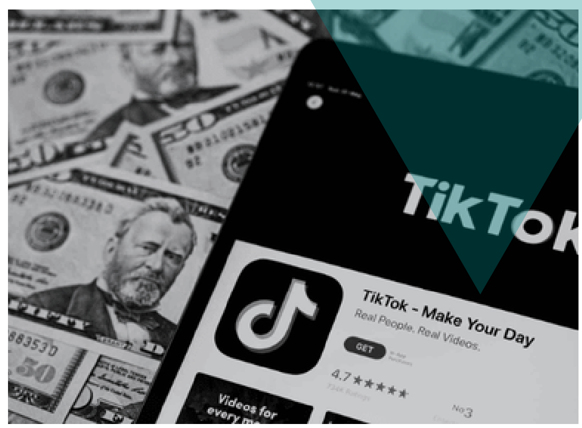
For the Court's praise of counsel in this matter, see *Judicial Commendations* section.

RECOVERY: **$97M+**

In re TikTok Consumer Privacy Litigation | N.D. Illinois

As part of the Plaintiffs' Steering Committee, JJLM attorneys helped lead this consumer case that alleged TikTok unlawfully harvested user data, including biometric data (faces, fingerprints), geolocation, and clipboard content in violation of Illinois' BIPA statute, federal computer fraud laws, and the Children's Online Privacy Protection Act. Plaintiffs obtained significant monetary damages on behalf of the class.

RECOVERY: **$92M**



In re Brand Name Prescription Drugs Antitrust Litigation | N.D. Illinois

JJLM attorneys served as co-lead counsel in this landmark pharmaceutical antitrust case. The settlement is the largest antitrust class action recovery in the Seventh Circuit.

RECOVERY: **$715M**

Current Leadership Appointments.

Tuccori v. At World Properties, LLC | N.D. Illinois

JJLM attorneys serve as co-lead counsel for home purchasers claiming real estate brokerages, brokerage franchisors, and other real estate companies joined a conspiracy with the National Association of REALTORS® and its members to implement and follow anticompetitive practices in the market for real estate broker services that restrained competition and kept real estate agents' commissions artificially elevated at the expense of consumers who were forced to pay those commissions.

In re Payment Card Interchange Fee Litigation | E.D.N.Y.

JJLM attorneys serve as co-lead counsel for over 12 million merchants seeking injunctive relief from allegedly inflated interchange fees and anti-steering restraints imposed by Visa and MasterCard.

RECOVERY: Motion for preliminary approval is pending for a class settlement that provides numerous reforms that will spur competition, provide merchants relief from anti-steering restraints, and lower interchange fees, which should save merchants in excess of $200 billion.

In re Passenger Vehicle Replacement Tires Antitrust Litigation | N.D. Ohio

JJLM serves on the Direct Purchaser Plaintiff Steering Committee in this antitrust class action alleging some of the largest tire manufacturers in the world conspired to fix the prices of new replacement tires for passenger cars, vans, trucks, and buses sold in the United States. Litigation is ongoing.

In re Archery Products Antitrust Litigation | D. Colorado

JJLM attorneys are serving as co-lead counsel on behalf of direct purchasers in this antitrust case that alleges an antitrust price-fixing conspiracy across the U.S. archery industry which artificially raised the prices of bows, arrows and equipment. Litigation is ongoing.

In re Frozen Potato Products Antitrust Litigation | N.D. Illinois

JJLM serves as co-lead counsel for the commercial indirect purchaser class. This class action brings antitrust and consumer protection claims related to alleged anticompetitive conduct in the market for frozen potato products, including french fries, hash browns and tater tots. Litigation is ongoing.

In re: Construction Equipment Rental Antitrust Litigation | N.D. Illinois

JJLM serves on the Plaintiffs' Steering Committee in this antitrust class action that alleges several large rental equipment companies and a data company, Rouse, have engaged in anticompetitive conduct to raise the price to rent various pieces of rental equipment and tools used for construction, manufacturing, entertainment, and other industries. Litigation is ongoing.

In re Granulated Sugar Antitrust Litigation | D. Minnesota

JJLM serves as co-lead counsel on behalf of commercial indirect purchasers in this antitrust case that alleges major U.S. sugar producers conspired from 2019 onwards to fix and artificially inflate granulated sugar prices. Litigation is ongoing.

Estuary Transit District and Teamsters 671 Health Service & Insurance Plan v. Hartford Healthcare Corporation, et al. | D. Connecticut

JJLM serves as co-lead counsel in this antitrust class action against Hartford HealthCare Corporation (HHC), one of Connecticut's largest healthcare systems. Plaintiffs are healthcare benefit plans and insurers who allege that HHC violated federal antitrust law by substantially foreclosing competition across general acute care inpatient hospital services and outpatient medical services in multiple markets in Connecticut. Litigation is ongoing.

In re Apple Inc. Smartphone Antitrust Litigation | D. New Jersey

JJLM serves on the Indirect iPhone Purchasers' Executive Committee in this antitrust class action brought to address Apple's anticompetitive and exclusionary conduct and alleviate harm to competition and consumers. Litigation is ongoing.

In re MoveIt Customer Data Security Breach Litigation | D. Massachusetts

JJLM attorneys are part of the team that is helping to lead this data breach class action against over 100 defendants. The case involves numerous class-action lawsuits that were consolidated and relate to a May 2023 cyberattack by the Russian CLOP ransomware group that exploited vulnerabilities in Progress Software's MOVEit file transfer platform. The breach affected over 2,500 organizations, including banks, universities, government agencies, and healthcare providers, impacting over 93 million individual records and exposing names, social security numbers, birthdates, medical records, financial details, and other personal information. Litigation is ongoing.

Burbage v. U.S. Anesthesia Partners, Inc., et al. | S.D. Texas

JJLM attorneys represent a class of patients who are challenging a multi-year scheme, consisting of acquisitions, monopolization and price fixing, that raised the prices for anesthesia services in Texas. Litigation is ongoing.

In re Fragrances Antitrust Litigation | D. New Jersey

JJLM serves as co-lead counsel on behalf of end-user plaintiffs in this antitrust case against the world's four largest fragrance ingredient manufacturers for allegedly conspiring to fix prices, allocate markets, and restrict the supply of fragrance compounds. Litigation is ongoing.

RECOVERY: Motion for preliminary approval is pending for an $11M class settlement with one of four defendants.

In re Packaged Beef Antitrust Litigation | D. Minnesota

As part of the Plaintiffs' Steering Committee, JJLM attorneys represent a class of direct purchasers and are part of the team helping to lead this antitrust class action against JBS, Cargill, Tyson, and National Beef for allegedly engaging in anticompetitive behavior to artificially inflate margins. Plaintiffs allege that Defendants agreed to coordinate their offers to buy fed cattle at low prices and conspired to raise the prices of the beef they sold after processing the cattle. Litigation is ongoing.

RECOVERY: $52.5M+ TO DATE

In re Local TV Advertising Antitrust Litigation | N.D. Illinois

As part of the Executive Committee, JJLM attorneys bring this litigation on behalf of advertisers and businesses that purchased spot ads directly from defendants in specific designated market areas. The case is against major U.S. television station owners for conspiring to artificially inflate the prices of local spot advertisements. Litigation is ongoing.

RECOVERY: **$48M TO DATE**

Little v. Pacific Seafood Procurement, LLC, et al. | N.D. California

JJLM attorneys are part of the team that is helping to lead this class action under federal and state antitrust and unfair competition laws on behalf of commercial crabbers in California, Oregon, and coastal Washington. Plaintiffs allege that Defendants artificially suppressed the price paid to crabbers. Litigation is ongoing.

Additional Representative Matters.

In re Air Cargo Shipping Services Antitrust Litigation | E.D.N.Y.

JJLM attorneys represented a class of direct purchasers and was part of the team that brought suit against numerous global airlines, alleging that they conspired in violation of U.S. antitrust laws to fix fuel and security surcharges. The case resulted in major settlements for purchasers of airfreight services.

RECOVERY: **$1.2B**

Kent et. al. v. Women's Health USA, Inc. | Connecticut Superior Court

JJLM served as co-lead counsel in this class action antitrust lawsuit against Women's Health USA, Inc.; In Vitro Sciences, LLC; Center for Advanced Reproductive Services, P.C.; and Reproductive Medicine Associates of Connecticut alleging that Defendants conspired to artificially raise, fix, maintain, or stabilize prices for Assisted Reproductive Technology ("ART") IVF services and to allocate geographic markets for ART services. JJLM attorneys negotiated a $2.85 million settlement (approximately 50% of total damages).

RECOVERY: **$2.85M**

In re Pork Antitrust Litigation | D. Minnesota

JJLM attorneys represented a class of direct purchasers and were part of the team that led this antitrust class action that alleged that the nation's largest pork producers violated antitrust laws by limiting production and manipulating price indices.

RECOVERY: $200M+

In re Farm-Raised Salmon Antitrust Litigation | S.D. Florida

As a member of the Executive Committee, JJLM attorneys helped bring class action lawsuits against major Norwegian salmon farming firms, alleging they conspired to fix, raise, and maintain prices of farm-raised Atlantic salmon sold in the U.S. in violation of federal antitrust laws. Plaintiffs achieved monetary settlements on behalf of a class of direct purchasers.

RECOVERY: $85M

In re Proctor & Gamble Aerosol Products Marketing and Sales Practice Litigation | S.D. Ohio

JJLM attorneys served as Settlement Class Counsel in this case related to the alleged contamination of certain Proctor & Gamble aerosol products with benzene, a human carcinogen and the economic damages to the purchasers of these products.

RECOVERY: $11M+

In re Chubb Drought Insurance Litigation | S.D. Ohio

JJLM attorneys served as co-lead counsel in this class action filed on behalf of farmers who purchased drought insurance that Chubb refused to honor. The settlement exceeded $110 million and was achieved in less than 9 months. This sum, together with $8 million recovered at trial against Chubb's general agent, resulted in complete recovery for the affected farmers.

RECOVERY: $118M

Mediate v. Life Line Screening of America, Ltd. | District Court Travis County, Texas 261st Judicial District)

JJLM served as co-lead counsel in this class action alleging that, unbeknownst to Plaintiff and Class Members, Defendant's website contained the Facebook Tracking Pixel, which surreptitiously transmitted visitors' communications to Facebook, the exact text and phrases they typed into search box queries, and detailed information about which types of medical screening tests they selected and ordered. JJLM attorneys negotiated a $1.4 million settlement and significant injunctive relief whereby Defendant ceased the practices alleged.

RECOVERY: $1.4M PLUS SIGNIFICANT INJUNCTIVE RELIEF

Clarke et. al. v. Lemonade Inc. et. al. | Circuit Ct. DuPage County, Illinois

As a member of the Plaintiffs' Executive Committee in this data privacy class action, JJLM attorneys negotiated a $4 million settlement valued on behalf of thousands of United States residents that made video claim submissions to Lemonade Insurance Company.

RECOVERY: $4M

In re Vitamins Antitrust Litigation | D.D.C. (MDL 1285)

JJLM attorneys were part of the team that brought a massive case alleging a global conspiracy against major vitamin manufacturers to illegally fix prices and allocate markets for vitamins sold in bulk. The case involved numerous novel, and precedent-setting, legal issues involving jurisdiction and applying U.S. antitrust laws extraterritorially. Plaintiffs obtained significant monetary recoveries for vitamin purchasers.

RECOVERY: $1.3B+

In re Opana ER Antitrust Litigation | N.D. Illinois

JJLM served as co-lead counsel on behalf of indirect purchasers (end-payors) of brand or generic Opana ER, an opioid painkiller, in this antitrust "pay-for-delay" case brought under the laws of 30 states. This case was litigated through trial.

RECOVERY: $15M

Powe v. Dermalogica, LLC | Circuit Ct. DuPage County, Illinois

JJLM attorneys served as co-lead counsel in this data privacy case which alleged that Dermalogica collected, captured, used, and stored individuals' biometric identifiers and/or biometric information without providing sufficient disclosures required by the Illinois Biometric Information Privacy Act, and without obtaining the written release required by the statute.

RECOVERY: $8.9M

Attorney Profiles.

Michael J Freed

Founding Partner,
Of Counsel

After leaving the Department of Justice Antitrust Division, Mr. Freed has engaged in private antitrust class action litigation for 50 years. He has served as co-lead counsel in many prominent antitrust and securities fraud class action cases. Presently, Mr. Freed is serving as co-lead counsel in ***In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** (E.D.N.Y.). Prior antitrust class actions in which Mr. Freed served as co-lead counsel include ***Kleen Products v. International Paper/Containerboard*** Antitrust case, ***In re Opana ER Antitrust Litigation***, I***n re Aftermarket Filters Antitrust Litigation***, ***In re Brand Name Prescription Drugs Antitrust Litigation, In re High Fructose Corn Syrup Antitrust Litigation***, ***In re Linerboard Antitrust Litigation***, ***In re Carbon Dioxide Antitrust Litigation***, ***In re Infant Formula Antitrust Litigation***, and ***In re Ocean Shipping Antitrust Litigation***. More than $2 billion has been recovered for the plaintiff classes in cases in which Mr. Freed has served as co-lead counsel.

Mr. Freed has been named an Illinois Super Lawyer by Chicago Magazine, an Illinois Leading Lawyer by the Leading Lawyer's Network, and one of the top plaintiffs' antitrust lawyers in Illinois by Chambers and Partners. In March 2007, Mr. Freed was honored by the Chicago Appleseed Fund for Justice for his exceptional pro bono efforts. In November 2021, Mr. Freed was inducted into the American Antitrust Institute's Private Enforcement Hall of Fame and in July 2023, Mr. Freed was named to Business Today's Top 10 Influential Antitrust Plaintiffs Shaping US Law: Nation's Legal Titans.

Mr. Freed was formerly a trial and appellate attorney with the United States Department of Justice, Antitrust Division (Honors Program). He is a graduate of the University of Pennsylvania (B.S., 1959) and University of Chicago Law School (J.D., 1962).

Samantha M. Gupta

Associate

Samantha Gupta is an Associate at Justice Jagher London & Millen, where her practice focuses on antitrust, consumer, and securities fraud litigation. She has extensive litigation experience across a diverse range of practice areas, shaped by a career advocating for individuals and businesses in high-stakes, high-impact cases.

In 2026, Ms. Gupta was appointed to the Plaintiffs' Steering Committee in **In re Construction Equipment Rental Antitrust Litigation**, a class action that alleges several large rental equipment companies and a data company, Rouse, have engaged in anticompetitive conduct to raise the price to rent various pieces of rental equipment and tools used for construction, manufacturing, entertainment, and other industries.

Prior to joining JJLM, Ms. Gupta practiced plaintiff-side antitrust litigation at a national firm, where she represented clients in complex financial matters, including ***In re LIBOR-Based Financial Instruments Antitrust Litigation***., No. 11-md-2262-NRB (S.D.N.Y.). She also previously practiced at a New York City-based firm, representing plaintiffs in a range of civil matters, including civil rights and medical malpractice.

Ms. Gupta began her legal career as a public defender at The Legal Aid Society in Brooklyn, where she gained extensive courtroom and trial experience advocating on behalf of thousands of indigent clients. Across all areas of her practice, she brings a deep commitment to justice and a client-centered approach to litigation.

She received her B.A., with honors, from Macalester College and her J.D. from Harvard Law School. She also holds an M.Sc. from the University of Oxford. Ms. Gupta is admitted to practice law in New York, Massachusetts, and various federal courts.

Jonathan M. Jagher

Partner

Mr. Jagher is the founding partner of JJLM's Philadelphia office. With over 20 years of experience, he has a national practice representing plaintiffs in consumer and antitrust class actions. Mr. Jagher and JJLM have recovered over $1 billion for their clients.

Mr. Jagher was appointed as Co-Chair of the Settlement Committee in ***In re: MoveIt Customer Data Security Breach Litigation***, MDL No. 1:23-md-03083-ADB (D. MA) one of the largest data breaches in history. He recently served as Co-Lead Counsel in ***Dzananovic and Howell v. Badoo Trading Limited and Bumble Trading LLC***, 2021-L-307 (Circ. Ct. Winnebago County, Illinois) ($40 million settlement) and ***Powe v. Dermalogica, LLC***, 2022-LA-000874 (Circ. Ct. DuPage County, Illinois) (settlement valued at $8.9 million). Notably, he was appointed to the Plaintiffs' Steering Committee in ***In Re: TikTok, Inc., Consumer Privacy Litigation***, MDL No. 2948 (N.D. Ill.). In this case, Mr. Jagher was one of the primary negotiators of a $92 million settlement, one of the largest in Illinois history. Mr. Jagher served as one of the Settlement Class Counsel in ***In re Proctor & Gamble Aerosol Products Marketing and Sales Practice Litigation***, 2:22-MD-3025 (S.D. OH) (settlement valued over $11 million) and was appointed to serve on the Plaintiffs' Executive Committees in ***In Re: Morgan Stanley Data Security Litigation***, 1:20-CV-05914 (S.D. NY), a data breach resulting in a $60 million settlement and ***Clarke et. al. v. Lemonade Inc. et. al.***, 2022-LA-000308-366 (Circ. Ct. DuPage County, Illinois) (a data privacy settlement of $4 million). Mr. Jagher also served as counsel in ***Culbertson et al. v. Deloitte Consulting LLP***, 1:20-cv-03962 (S.D. NY), a data breach that settled for approximately $5 million. In addition, Mr. Jagher was tasked by co-lead counsel with supervising and directing (in part) third-party discovery in ***In re Philips Recalled CPAP, Bi-Level Pap, and Mechanical Ventilator Products Litigation***, MDL No. 3014 (W.D. PA), a large complex litigation involving the recall of 10.8 million CPAP, BiPAP and ventilator machines over the breakdown of sound-insulating foam (resulting in a $479 million settlement of the economic loss claims).

continued

Mr. Jagher's recent antitrust cases include ***Kent et al. v. Women's Health USA, Inc.*** FST-CV21-6054676-S (Ct. Superior Court) where he was appointed as Co-Lead Counsel on behalf of women who were victims of alleged price fixing by IVF clinics and settled the case for $2.85 million. Mr. Jagher was named to the Executive Committee in ***Cameron et. al. v. Apple, Inc.*** 4:19-cv-03074 (N.D. Cal.) and helped recover $100 million on behalf of app developers (for this role he and his firm were named as one of the recipients of the American Antitrust Institute's Award for Outstanding Antitrust Litigation Achievement in Private Law Practice). Mr. Jagher also played active roles in ***In re Automotive Parts Antitrust Litigation,*** MDL No. 2311 (E.D. Mich.) (co-lead counsel and achieved total settlements over $550 million) ("*Auto Parts*"); ***In re OSB Antitrust Litigation***, Master File No. 06-CV-00826 (E.D. Pa.) (settlements totaled $120 million) ("*OSB*"); ***In re Broiler Chicken Antitrust Litigation***, 1:16-cv-08637 (N.D. Ill.) (settlements totaled $280+ million) ("*Broilers*"); and ***In re Pork Antitrust Litigation*** 0:18-CV-01776 (D. Minn.)(settlements to date total approximately $200 million)("*Pork*"). In ***Auto Parts, OSB, Broilers and Pork***, Mr. Jagher was tasked with taking the lead role in the depositions of top-ranking executives of numerous defendants throughout the world.

Prior to entering private practice, Mr. Jagher served as a supervising Assistant District Attorney for the Middlesex District Attorney in Cambridge, Massachusetts. As a prosecutor, he conducted numerous investigations and tried approximately forty cases before a jury. Mr. Jagher received a B.A. degree magna cum laude from Boston University in 1998 and a J.D. degree from Washington University School of Law in 2001. He is currently admitted to practice law in Pennsylvania, Massachusetts, Illinois, the United States District Courts for the Districts of Massachusetts, the Eastern District of Pennsylvania, the Northern District of Illinois, the Southern District of Illinois, and the United States Courts of Appeals for the Third and Seventh Circuits. Mr. Jagher currently serves on the Advisory Board of Loyola University School of Law's Institute for Consumer Antitrust Studies and frequently serves as a guest speaker on a multitude of class action issues on panels throughout the United States. Mr. Jagher has been named as a Pennsylvania Super Lawyer since 2018 after being named as a Super Lawyer Rising Star (2012 - 2016) and is recognized in Lawdragon's 500 Global Plaintiff Lawyers for his expertise in class action, consumer and antitrust litigation.

Kimberly A. Justice

Partner

Kimberly A. Justice is a trial lawyer who represents consumers and businesses in complex antitrust, consumer protection, and securities class actions. With over twenty-five years of experience in complex litigation, she has been instrumental in obtaining billions of dollars in recoveries for clients and class members.

Courts across the country have appointed Ms. Justice to leadership roles in major nationwide class actions. She has experience across every stage of complex litigation—from developing case theories and managing litigation strategy to conducting discovery and trying cases.

Ms. Justice led the trial team that obtained a jury verdict for investors in ***In re Longtop Financial Technologies Ltd. Securities Litigation*** (S.D.N.Y.), one of the very few securities class actions ever tried to a jury verdict.

She currently serves as Co-Lead Counsel in ***In re Granulated Sugar Antitrust Litigation***, MDL No. 24-3110 (D. Minn.), on behalf of a commercial indirect purchaser class, ***In re Fragrance End-User Plaintiff Antitrust Litigation***, No. 2:23-cv-01627 (D.N.J.), on behalf of a nationwide consumer class, and I***n re Frozen Potato Products Antitrust Litigation***, No. 1:24-cv-11801 (N.D. Ill.), on behalf of a commercial indirect purchaser class.

Earlier in her career, Ms. Justice served as Lead Counsel in ***Murphy v. Toyota Motor Corporation*** (E.D. Tex.) litigation which resulted in settlement relief valued up to $77.3 million and was the “driving force” compelling a recall of 1.85 million vehicles reasonably valued at over $600 million, and in ***In re Peanut Farmers Antitrust Litigation (E.D. Va.),*** which produced a $102.75 million recovery for the class. She also held a Co-Lead Counsel role in ***In re Chicago Board Options Exchange Volatility Index Manipulation Antitrust Litigation*** (N.D. Ill.).

continued

Her additional leadership experience includes service on the Plaintiffs' Steering Committees in ***In re Local TV Advertising Antitrust Litigation*** (N.D. Ill.), where the court has approved $48 million in settlements to date, ***In re Farm-Raised Salmon and Salmon Products Litigation*** (S.D. Fla.), recovering $85 million for the direct purchaser plaintiff class, and ***In re Liquid Aluminum Sulfate Antitrust Litigation,*** (D.N.J.), which produced a recovery exceeding $90 million for the direct purchaser plaintiff class. She has also been appointed to steering or executive committees in several other major antitrust matters.

Before entering private practice, Ms. Justice spent nearly a decade as a federal antitrust prosecutor in the U.S. Department of Justice's Antitrust Division, where she investigated and prosecuted domestic and international cartel activity in industries including graphite electrodes, carbon products, ocean shipping, and benchmark interest rates (LIBOR). She also tried the Division's case against the first U.K. national extradited by the Antitrust Division, securing a guilty verdict in ***United States v. Norris***, No. 03-cr-0632 (E.D. Pa.).

Ms. Justice earned her B.A., cum laude, from Kalamazoo College. She graduated magna cum laude from Temple University Beasley School of Law, where she served as an Articles Editor of the Temple Law Review. Ms. Justice later clerked for the Honorable William H. Yohn, Jr. of the United States District Court for the Eastern District of Pennsylvania. She frequently lectures on antitrust and securities litigation and serves on the Advisory Board of the American Antitrust Institute. She has earned recognition as a Pennsylvania Super Lawyer, been included in the Lawdragon 500 Leading Lawyers in America and Lawdragon 500 Global Plaintiff Lawyers and is ranked among the top antitrust attorneys nationwide by Chambers and Partners in its Chambers USA Guide.

Nicholas R. Lange

Partner

Nicholas R. Lange is a partner at Justice Jagher London & Millen. Mr. Lange is a Chicago native and received his J.D. from the DePaul University College of Law in 2014. He has experience in litigating civil matters that include fraud, tort, breach of contract, and corporate matters. In 2023, Mr. Lange received the Super Lawyers Rising Star award (Class Action/Mass Torts). He was recently appointed to the Plaintiffs' Steering Committee in ***In re AT&T Inc. Customer Data Security Breach Litigation***, 3:24-cv-00757 (N.D. Tex.) (ECF No. 165).

Mr. Lange was drawn to class action litigation because of the potential to compel a company to change its conduct and compensate those it has wronged. He is admitted to the State Bar of Illinois as well as the Northern and Southern Districts of Illinois.

William H. London

Founding Partner

Mr. London has been litigating class action cases for over 35 years. He served as trial counsel for the plaintiff class in In re High Pressure Laminates Antitrust Litigation, a case that was tried before a jury in the Southern District of New York. He was actively involved in several cases in which JJLM attorneys were serving in a leadership capacity, including ***In re Flat Glass Antitrust Litigation (***No. II), MDL No. 1942 (W.D. Pa.); ***In re Static Random Access Memory (SRAM) Antitrust Litigation***, MDL No. 1819 (N.D. Cal); and ***In re Hydrogen Peroxide Antitrust Litigation***, MDL 1682 (E.D. Pa.). Mr. London presently has significant involvement in ***In re Automotive Parts Antitrust Litigation***, MDL 2311 (E.D. Mich.) and ***In re Optical Disk Drive Products Antitrust Litigation***, No. 3:10-md-2143 (N.D. Cal.).

Mr. London graduated Magna Cum Laude from Syracuse University in 1984 and received his law degree in 1987 from IIT Chicago-Kent College of Law. In 1987, he was admitted to the Illinois Bar and the Federal Bar; and in 1988, he was admitted to practice before the United States Court of Appeals for the Seventh Circuit. Mr. London is a member of the American Bar Association and is a past-Chairman of the Chicago Bar Association Class Litigation Committee. He was formerly an Assistant Attorney General for the State of Illinois, during which time he argued cases in the United States Court of Appeals for the Seventh Circuit and the Illinois Supreme Court. Since 1990, Mr. London has concentrated on complex and commercial litigation, with an emphasis on class action litigation involving antitrust claims. Mr. London practiced with Much Shelist Freed from March 1993 through December 31, 2006.

Douglas A. Millen

Founding Partner

Mr. Millen devotes his practice to prosecuting direct purchaser, price-fixing class actions and has played a key role in many of the most successful price-fixing cases in the United States. For example, Mr. Millen was most recently appointed to serve on the Plaintiffs' Steering Committee for the ***In re DPP Beef Antitrust Litigation*** (D. Minn.) Mr. Millen was appointed to serve on the Direct Purchaser Plaintiffs' Steering Committee in ***In re Lithium Ion Batteries Antitrust Litigation***, MDL No. 2420 (N.D. Cal) which ultimately obtained almost $140 million for the class. Mr. Millen has also played a prominent role in many of the largest antitrust cases in recent history – including: ***In re Cathode Ray Tube (CRT) Antitrust Litigation***, MDL 1971 (N.D. Cal.), where he served as Chair of Discovery and aided in the recovery of more than $210 million of the class; ***In re Dynamic Random Access Memory (DRAM) Antitrust Litigation***, MDL 1486 (N.D. Cal.); ***In re Vitamins Antitrust Litigation***, MDL 1285 (D.D.C.); and ***In re Rubber Chemicals Antitrust Litigation***, MDL 1648 (N.D. Cal.) – and his efforts have assisted in the recovery of billions of dollars for class members. Accordingly, he has been recognized as one of the nation's top competition lawyers by various publications, including Global Competition Review, and as a top Plaintiffs' lawyer by Lawdragon 500 Leading Lawyers in America. Mr. Millen currently represents several Fortune 500 companies in the Rail Freight Fuel Surcharge Antitrust Litigation and provides antitrust compliance consultation services for large, multi-national companies.

Mr. Millen is a graduate of the University of Michigan (B.G.S., 1991) and University of Illinois College of Law (J.D. magna cum laude, 1994). In 1994, he was admitted to the New York and Connecticut State Bars; and in 1995 he was admitted to the Illinois State Bar. He is also admitted to practice in the Northern and Southern Districts of Illinois. Mr. Millen is a member of the American Bar Association, Antitrust Section and the Chicago Bar Association. Prior to founding JJLM, Mr. Millen was a partner at Much Shelist Freed, where he practiced with the class action group from November 1995 through December 31, 2006.

Michael E. Moskovitz

Managing Partner,
Founding Partner

Michael E. Moskovitz is the managing partner at Justice Jagher London & Millen and has been involved in trial and appellate litigation for 30 years. Since 2000, he has concentrated on complex commercial litigation, with primary emphasis on class action litigation involving antitrust, securities fraud, and consumer fraud claims.

Mr. Moskovitz previously played a key role in the class action practice of Much Shelist Freed. He is significantly involved in several pending antitrust class actions, ***In re Automotive Parts Antitrust Litigation***, MDL 2311 (E.D. Mich.), and ***In re Vehicle Carrier Services Antitrust Litigation***, MDL No. 2471.

Mr. Moskovitz is also a member of The Sedona Conference's Working Group 1 (Electronic Document Retention and Production) and has spoken at The Sedona Conference's Midyear meeting and has co-written papers published by The Sedona Conference.

Mr. Moskovitz is a graduate of Indiana University (B.A., 1993) and New York University School of Law (J.D., 1996).

Matthew W. Ruan

Partner

Matthew W. Ruan is a partner at Justice Jagher London & Millen LLC. Mr. Ruan has extensive experience litigating complex commercial matters, with an emphasis on antitrust, securities, and consumer class actions. He has helped recover billions of dollars on behalf of a broad range of individuals, businesses, shareholders, unions, and pension funds.

Mr. Ruan received his B.A., with Honors, from the University of Chicago in 2000 and his J.D. from the University of Michigan Law School in 2003, where he was an associate editor of the Michigan Journal of International Law. He also served as a judicial extern for the Honorable Blanche M. Manning of the U.S. District Court for the Northern District of Illinois, and interned at the U.S. Department of Justice, Criminal Division, in Washington, D.C.

Currently, Mr. Ruan serves as co-lead counsel in ***Estuary Transit District and Teamsters 671 Health Service & Insurance Plan v. Hartford Healthcare Corporation***, ***et al***., Case No. 3:24-cv-01051-SFR (D. Conn.), a class action alleging Sherman Act violations by ***Hartford HealthCare Corporation*** and its subsidiaries, and in ***Tuccori v. At World Properties, LLC***, Case No. 1:24-cv-00150-LCJ (N.D. Ill.), representing a nationwide settlement class of home purchasers in an antitrust action involving Multiple Listing Service properties.

Among the many other complex cases in which Mr. Ruan has been significantly involved are: ***Sutter Health Antitrust Litigation*** (Sup. Ct. Cal., San Fran. Cty.) (antitrust class action against Sutter Health, one of the largest healthcare providers in California, for restraining hospital competition through its contracting practices with insurance companies, resulting in $575 million settlement and significant injunctive relief). ***In re Automotive Parts Antitrust Litigation*** (E.D. Mich.) (antitrust class action brought on behalf of direct purchasers of automotive parts in multiple concurrently active nationwide price-fixing cases, resulting in settlements to date in excess of $550+ million). ***In re AOL/Time Warner Securities Litigation*** (S.D.N.Y.) (class action alleging securities fraud in connection with merger of AOL and Time Warner, resulting in $2.65 billion recovery for shareholders).

Robert J. Wozniak

Partner

Robert J. Wozniak is a partner at Justice Jagher London & Millen LLC. Since 2001, Mr. Wozniak has been involved in complex commercial litigation, with a primary emphasis on antitrust, employment, and consumer fraud class action cases. He has handled all aspects of litigation, including researching and drafting complaints, motion practice, drafting and responding to written discovery, taking and defending depositions, working closely with expert witnesses, managing large scale electronic discovery, presenting oral argument, and trial. Prior to engaging in private law practice, Mr. Wozniak worked as a trial attorney for the United States Department of Justice, Antitrust Division (Honors Program). Mr. Wozniak was then employed by Cohen Milstein Hausfeld & Toll, a Washington, D.C. class action firm, before joining Much Shelist Freed in 2004.

The complex antitrust class actions in which Mr. Wozniak has had significant involvement include: ***In re Broiler Chicken Antitrust Litigation*** (N.D. Ill.); ***In re Pork Antitrust Litigation*** (D. Minn.); ***In re Opana ER Antitrust Litigation*** (N.D. Ill.); ***In re Local TV Advertising Antitrust Litigation*** (N.D. Ill.); ***Mulhern, et al. v. Pepperidge Farm*** (N.D. Ill.) (consolidated and transferred to C.D. Cal for settlement approval); ***In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** (E.D.N.Y.); ***Kleen Products, et al. v. International Paper, et al.*** (N.D. Ill.); ***In re NCAA Student-Athlete Names & Likeness Licensing Litigation*** (N.D. Cal.); ***In re Fresh and Process Potatoes Antitrust Litigation*** (D. Idaho); ***In re Municipal Derivatives Antitrust Litigation*** (S.D.N.Y.); ***In re Flat Glass Antitrust Litigation*** (II) (W.D. Pa.); ***In re TFT-LCD (Flat Panel) Antitrust Litigation*** (N.D. Cal.); ***In re Static Random Access Memory (SRAM) Antitrust Litigation*** (N.D. Cal.); ***In re Hydrogen Peroxide Antitrust Litigation*** (E.D. Pa.); ***In re Intel Corp. Microprocessor Antitrust Litigation*** (D. Del.); I***n re Dynamic Random Access Memory (DRAM) Litigation*** (N.D. Cal.); ***In re Buspirone Antitrust Litigation*** (S.D.N.Y.); and ***In re Terazosin Hydrochloride Antitrust Litigation*** (S.D. Fla.).

Mr. Wozniak is a graduate of the University of Michigan (B.A., 1988), University of Minnesota (M.A., 1994), and Wayne State University Law School (J.D., 2000, cum laude, Order of the Coif). He is admitted to practice law in Illinois and Michigan as well as numerous federal district and appellate courts.

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SCL Firm Profile

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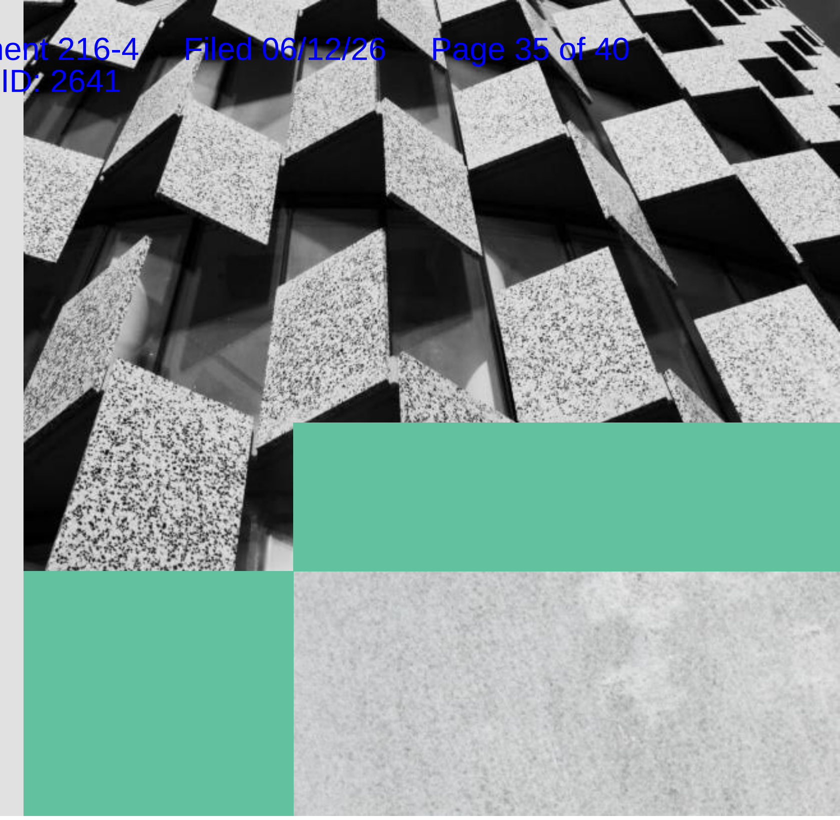


About Us

SCL is a national antitrust litigation boutique.

With offices in New York and Washington, Shinder Cantor Lerner focuses on antitrust law.

We have an established track record of success litigating and advising on high-stakes bet-the-industry matters on behalf of plaintiffs and defendants nationwide.

Our attorneys are dedicated to shaping competition law in a manner that protects free enterprise while promoting economic justice.

Our results speak for themselves.

70+

Recent Awards and Honors

$10 Billion

Recovered for Our Clients

50+

Recent Antitrust Publications

Significant Antitrust Experience

SCL's focus is antitrust.

We have litigated some of the largest antitrust disputes in U.S. history and regularly handle bet-the-business cases through trial and appeal.

Visa Check/MasterMoney Antitrust Litigation

SCL attorneys helped secure a landmark $3 billion settlement, which included injunctive relief valued by the district court between $25 million and $87 billion and required Visa and Mastercard to repeal their policy of tying debit card acceptance to credit card acceptance.*

Air Cargo Shipping Services Antitrust Litigation

SCL attorneys helped lead this decade-long litigation, resulting in more than $1.2 billion for plaintiffs. In a case referred to by the court as "irrefutably complex," SCL attorneys represented businesses that purchased airfreight services directly from defendants.*

Discover v. Visa and Mastercard

SCL attorneys were co-lead counsel in Discover's damages suit against Visa and Mastercard for their exclusionary rules that restricted Discover's ability to enter into business arrangements with Visa and Mastercard member banks. After defeating a summary judgment motion by defendants, Discover received a $2.75 billion settlement.*

Wells Fargo Collateral Protection Insurance Litigation

SCL attorneys served as co-lead counsel in litigation against Wells Fargo and National General Insurance Company over allegations that they force-placed unnecessary insurance on auto loan customers in violation of federal racketeering and state competition laws. Plaintiffs obtained $432 million in settlements plus substantial relief for Wells Fargo customers.*

Nexstar Broadcasting v. Granite Broadcasting

This case concerned the monopolization of a television broadcast market through exclusive contracts with virtually all major television broadcast networks. The case successfully resulted in our client securing one of the network contracts.*

News Corp. Transactions

SCL attorneys successfully represented News Corp. in the antitrust review of its $5.6 billion acquisition of Chris-Craft Industries, an owner of television broadcast stations throughout the United States, and its sale of Fox Family Worldwide to the Walt Disney Company.*

Ortho Biotech v. Amgen

In this case concerning claims of anticompetitive price bundling and tying, SCL attorneys were part of the lead team that tried a preliminary injunction motion and obtained a $200 million settlement for a Johnson & Johnson subsidiary.*

Disposable Contact Lens Antitrust Litigation

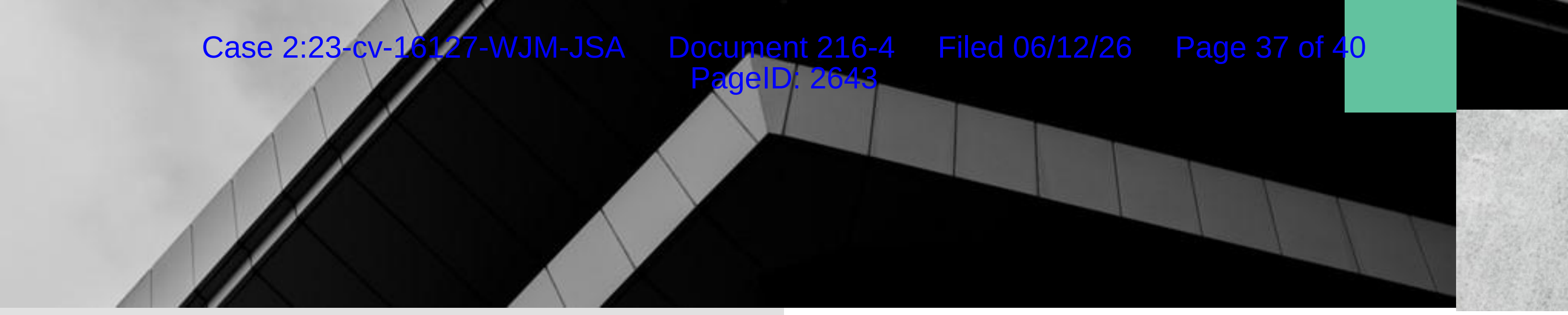
SCL attorneys served as co-lead counsel and secured settlements exceeding $118 million on behalf of U.S. contact lens purchasers. The settlements resolved an expansive antitrust class action against the four dominant contact lens manufacturers and the largest nationwide distributor for imposing minimum retail prices for many popular brands.*

Payment Card Interchange Fee and Merchant Discount Litigation

SCL attorneys led a broad coalition of the largest merchants in the United States, including Walmart, Amazon, Costco, Starbucks, 7-Eleven, the Gap and Lowe's, among others, that led the industry-wide objections to a $7.25 billion settlement, resulting in the vacatur of that agreement in the Second Circuit.*

Potential Merger Between EchoStar and DirecTV

SCL attorneys co-led a team that successfully advocated against the merger to the Department of Justice, the Federal Communications Commission and 23 state attorneys general, arguing it violated the Clayton and Communications acts. As a result, the proposed merger was not consummated.*



Trial Experience

Afilias Domains No. 3 Ltd. v. Internet Corporation for Assigned Names and Numbers

Represented Afilias in its arbitration against ICANN regarding its wrongful determination to delegate the .WEB registry to NuDotCo LLC. The Panel at the International Centre for Dispute Resolution found that ICANN breached its bylaws by failing to act transparently and awarded fees and costs to Afilias.

CareCore National Litigations

SCL attorneys led teams that tried two antitrust cases for unreasonable restraints of trade and group boycotts against a medical benefit manager, obtaining a $40 million jury verdict, where the jury awarded more damages than was requested.*

Stress Corrosion Cable Litigation

Defended a breach of implied warrantability case regarding stress corrosion cables that resulted in a jury verdict far less than the plaintiff requested, and the Seventh Circuit refused to overturn the award.*

Arizona Public Utility Commission

Represented SolarCity in a regulatory trial that resulted in findings that SolarCity was not acting as a public service corporation when it provided certain specific solar electric services to Arizona schools, governments, and non-profit entities.*

Linkable v. Mastercard

SCL attorneys led the successful prosecution of Linkable's breach of contract claim against Mastercard.*

*Results obtained prior to forming SCL.

Rankings & Accolades

"An excellent strategist and one of the first colleagues I call to collaborate on a novel issue.

"[A]n amazing attorney who mixes vision and skill with respect and team building…a brilliant tactician and a fierce litigator.

"[A]n antitrust trailblazer.

Chambers USA

Chambers TOP RANKED USA 2026 Shinder Cantor Lerner LLP

LITIGATION STAR B BENCHMARK LITIGATION 2022

LAWDRAGON

RATED BY Super Lawyers Kellie Lerner SuperLawyers.com

LAW360

500 LEADING LITIGATORS IN AMERICA LAWDRAGON 2023

GCR

ALM An Integrated Media Company

Legal500

Representative Clients

PayPal

J.CREW

STARBUCKS

COSTCO WHOLESALE

Walmart

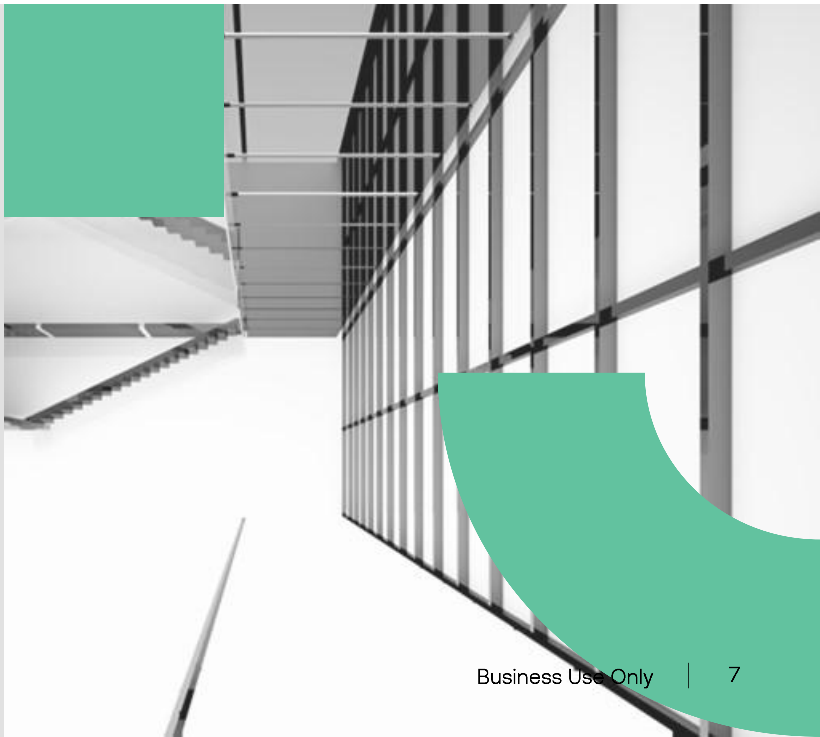
LYRICFIND

Capabilities

The depth and breadth of our experience is enhanced by AI-based tools to streamline and maximize our client service capabilities.

We are dedicated to responsibly integrating AI into our practices,

ensuring full compliance with all rules and regulations while embracing the future of the legal profession from litigation workflows to complex eDiscovery issues.



Leadership in the Plaintiffs' Bar

Our partners are leading voices on antitrust issues and have served at the highest levels of leadership in national and local professional and advocacy associations dedicated to the field of competition law. Current and former positions include:

American Bar Association, Antitrust Law Section

Vice Chair, Media and Technology Committee

Co-Chair, Editorial Board, Antitrust Magazine

The Committee to Support the Antitrust Laws

Former President

Co-Chair, Federal Rules Committee

Vice Chair, Climate and Antitrust Committee

New York State Bar Association, Antitrust Law Section

Former Co-Chairs, Class Action Committee

Committee Officer

Co-Chair, Private Litigation Committee

Finance Officer and Executive Committee Member

Executive Committee Members

American Bar Association, International Law Section

Former Chair, International Antitrust Law Committee

American Antitrust Institute

Advisory Board Member

New York Bar Foundation

Fellows

New York Women in Antitrust Group

Co-Chair

New York County Lawyers' Association

Former Chair, Antitrust and Trade Regulation Committee

EXHIBIT C

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE: FRAGRANCE END-USER PLAINTIFF ANTITRUST LITIGATION	Case No. 2:23-cv-16127-WJM-JSA

DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING COMMENCEMENT OF NOTICE PLAN

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. ("Epiq") and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

4. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of business at Epiq and Epiq Legal Noticing (hereinafter "Epiq").

OVERVIEW

5. This declaration describes the successful commencement of the Settlement notice plan ("Notice Plan") and notices (the "Notice" or "Notices") for *In Re: Fragrance End-User Plaintiff Antitrust Litigation,* Case No. 2:23-cv-16127, United States District Court for the District of New Jersey for settling Defendant International Flavors and Fragrances, Inc. ("IFF"). I previously executed my *Declaration of Cameron R. Azari, Esq. Regarding Notice Plan* ("Notice Plan Declaration") on March 11, 2026, which described the Notice Plan, detailed Epiq's class action notice experience, and attached Epiq's *curriculum vitae*. I also provided

my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs.

NOTICE PLANNING METHODOLOGY

6. Federal Rules of Civil Procedure, Rule 23 directs that notice must be "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort" and that "the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means."[1] The Notice Plan as implemented satisfies these requirements.

NOTICE PLAN DETAIL

7. On April 28, 2026, in *Order* ("Preliminary Approval Order"), the Court approved the Notice Plan, and, for settlement purposes only, certified the following "EUP Settlement Class":

> [A]ll persons who, during the Class Period, purchased in the United States consumer products or household goods, not for resale, which contained Fragrance Products that were manufactured or sold by Defendants or their subsidiaries or affiliates, INCLUDING Plaintiffs, but specifically EXCLUDING: purchasers that purchased Fragrance Products directly from Defendants, purchasers that purchased Fragrance Products manufactured by Defendants other than directly from Defendants for incorporation in finished consumer products or household goods, Defendants, IFF Released Parties, conspirators, the officers, directors, or employees of any Defendant or conspirator, any entity in which any Defendant or conspirator has a controlling interest; any affiliate, legal representative, heir, or assign of any Defendant or co-conspirator, and any Person acting on their behalf. Also excluded from the Class are any judicial officer presiding over the Consolidated Action and the members of his/her immediate family and judicial staff, and any juror assigned to the Consolidated Action, as well as any Person who or which submits a valid and timely request for exclusion

[1] Fed. R. Civ. P. 23(c)(2)(B).

in accordance with the requirements set forth in the Class Notice and whose request is accepted by the Court. For the avoidance of doubt, the Settlement Class includes Persons who purchased in the United States consumer products or household goods that contained Fragrance Products manufactured or sold by Defendants or their subsidiaries or affiliates (i) from a seller located outside the United States, or (ii) from a seller in the United States that acquired Fragrance Products manufactured or sold by Defendants outside the United States from that seller's foreign affiliate, or from Defendants or their subsidiaries or affiliates.

The Settlement Agreement also includes the following defined terms:

Class Period shall be January 1, 2018, through December 31, 2023.

Fragrance Products means fragrance ingredients, fragrance formulas, and fragrance compounds, regardless of whether they are natural, synthetic or otherwise, and include related auxiliary technologies, including those intended to deliver the fragrance. For avoidance of doubt, Fragrance Products include, without limitation, consumer fragrances and fine fragrances.

8. After the Court's Preliminary Approval Order was entered, Epiq began implementing the Notice Plan. This declaration details the notice activities undertaken to date and explains how and why the Notice Plan is comprehensive and well-suited to reach the Settlement Class. This declaration also discusses the administration activity to date.

NOTICE PLAN

Internet Digital Notice Campaign

9. As detailed in the Notice Plan Declaration, internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target class members as part of providing notice of class certification and/or a settlement for a class action case. According to

MRI-Simmons[2] data, 97% of Adults aged 18+ in the United States are online and 85% of all Adults 18+ use social media.[3]

10. The Notice Plan includes targeted digital advertising ("Digital Notices") on the selected advertising network *Google Display Network*, which represents the largest ad network in the United States and includes thousands of digital properties across all major content categories. Digital Notices are targeted to selected target audiences and were designed to encourage participation by members of the class—by linking directly to the settlement website, allowing visitors easy access to relevant information and documents.

11. The Digital Notices are also being placed on the leading social media platforms in the United States, including *Facebook*, *Instagram*, *YouTube*, *X* (f/k/a *Twitter*), and *Reddit*. The social media campaign uses an interest-based approach which focused on the interests that users exhibited while on the social media platforms, capitalizing on the target audience's propensity to engage in social media.

12. *Facebook* is one of the leading social networking sites in the United States with 197 million users,[4] and *Instagram* has 181 million active users in the

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[2] MRI-Simmons is a leading source of publication readership and product usage data for the communications industry. MRI-Simmons is a joint venture of GfK Mediamark Research & Intelligence, LLC ("MRI") and Simmons Market Research. MRI-Simmons offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, the company provides information to magazines, televisions, radio, internet, and other media, leading national advertisers, and over 450 advertising agencies—including 90 of the top 100 in the United States. MRI-Simmons's national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the United States.

[3] MRI-Simmons 2025 Survey of the American Consumer®.

[4] Statista Digital October 2025: Global Overview Report. Statista, founded in 2007, is a leading provider of worldwide market and consumer data and is trusted by thousands of companies around the world for data. Statista.com consolidates

United States,[5] *and Reddit* has approximately 196.5 million[6] Weekly Active Unique users in the United States[7] It is a widely used social forum website, which contains more than one million communities known as subreddits. These communities cover specific topics making this an ideal platform to reach individuals with focused interests.

13. *Facebook*, *Instagram*, and *Reddit* represent three of the largest reaching social media platforms in the United States with *Facebook* being the leading social networking site with approximately 70% of all social media users engaging on *Facebook* regularly.[8]

14. *YouTube* is the largest streaming video website in the United States with over 254 million users.[9] *X* is a popular microblogging social media website that allows posts/tweets containing images or videos. Users can like, comment, and share/retweet posts. *X* has more than 99 million users in the United States.[10]

15. The Digital Notices are being distributed to a variety of target audiences, including those relevant to individuals' demonstrated interests and/or likes. All Digital Notices are appearing on desktop, mobile, and tablet devices. Digital Notices on *Google Display Network*, *Facebook*, *Instagram*, *YouTube*, *X*, and *Reddit* are displayed nationwide. Digital Notices are also targeted and remarketed (shown again) to people who click on a Digital Notice; a common practice in advertising to re-serve ads.

16. More details regarding the target audiences, specific ad sizes of the

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statistical data on over 80,000 topics from more than 22,500 sources and makes it available in German, English, French and Spanish.

[5] Statista Digital October 2025: Global Overview Report.

[6] In the three months that ended March 31, 2026.

[7] Reddit, Inc., Quarterly Report (Form 10-Q) for the Period Ending March 31, 2026, at 23 (filed May 1, 2026).

[8] Statista Digital 2025: Consumer Insights Survey.

[9] Statista Digital October 2025: Global Overview Report.

[10] Statista Digital October 2025: Global Overview Report.

Digital Notices, and the number of estimated impressions are included in the following table:

Network/Property	*Target/Distribution*	*Ad Sizes*	*Estimated Impressions*
Google Display Network	Adults 18+	300x250, 728x90, 300x600, 970x250	100,000,000
Google Display Network	Adults 18+ and intent targeting for consumer or household items that contain fragrance[11]	300x250, 728x90, 300x600, 970x250	120,000,000
Facebook	Adults 18+	Newsfeed & Right- Hand Column	100,000,000
Instagram	Adults 18+	Newsfeed	50,000,000
YouTube	Adults 18+ and intent targeting for consumer or household items that contain fragrance	30-second Video Ads	40,000,000
X (*Twitter*)	Adults 18+ and post engagement targeting for consumer or household items that contain fragrance	Feed Ads	30,000,000
Reddit	Adults 18+ and keyword targeting for consumer or household items that contain fragrance	Text Ads	20,000,000
TOTAL			**460,000,000**

[11] Items may include perfume, cologne, body spray, body mist, aftershave, scented body oil, fragrance spray, scented roll on, gift set perfume, fragrance gift set, scented lotion, scented body lotion, scented shampoo, scented conditioner, scented body wash, scented soap, scented deodorant, scented hair products, scented hand cream, scented candle, air freshener, air freshener refills, room spray, home fragrance, scented laundry detergent, laundry detergent scent, scent beads, fabric softener, dryer sheets, laundry scent booster, fabric care fragrance, scented cleaner, multi

17. Combined, approximately 460 million targeted impressions will be generated by the Digital Notices, which are targeted nationwide. The Digital Notices began running on May 28, 2026, and will run through July 8, 2026.[12] Clicking on the Digital Notices links the reader to the settlement website, where they can easily obtain detailed information about the Settlement. Examples of the Digital Notices are included as **Attachment 1**.

National Print

18. A Publication Notice will appear once, in the July 6, 2026 (on-sale June 26, 2026), issue of the weekly publication *People Magazine*, appearing as a one-third page ad unit. *People* has an average circulation of 2.2 million copies, reaching a broad audience of consumers, including the principal shoppers of their households. According to MRI-Simmons, *People* is 14% more likely to be read by individuals who describe themselves as the principal shopper of their household as compared to the average adult.[13] The Publication Notice will clearly display the address of the settlement website and toll-free telephone number for Settlement Class members to receive additional information.

Sponsored Search Listings

19. To facilitate locating the settlement website, sponsored search listings are being acquired on the three most frequently visited internet search engines: *Google*, *Yahoo!* and *Bing*. When search engine visitors search on selected common

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surface cleaner scent, floor cleaner fragrance, dish soap scent, bathroom cleaner scent, kitchen cleaner scent and/or all-purpose cleaner scent.

[12] The third-party ad management platform, ClickCease will be used to audit the Digital Notice ad placements. This type of platform tracks all Digital Notice ad clicks to provide real-time ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent, or otherwise invalid traffic (*e.g.*, ads being seen by 'bots' or non-humans, ads not being viewable, etc.).

[13] MRI-Simmons Fall 2025 Doublebase Study.

keyword combinations related to the Settlement, the sponsored search listing created for the Settlement is generally displayed at the top of the visitor's website page prior to the search results or in the upper right-hand column of the web-browser screen. The sponsored search listings began on May 28, 2026, and will run through August 17, 2026. The sponsored search listings are targeted nationwide. All sponsored search listings link directly to the settlement website. A complete list of the sponsored search keyword combinations is included as **Attachment 2**. Examples of the sponsored search listing as displayed on each search engine are included as **Attachment 3**.

Informational Release

20. To build additional reach and extend exposures, on May 28, 2026, a party-neutral Informational Release in English was issued nationwide over PR Newswire's US1 to approximately 13,000 general media (print and broadcast) outlets, including local and national newspapers, magazines, national wire services, television and radio broadcast media across the United States as well as over 4,000 websites, online databases, internet networks, and social networking media. The informational release included the address of the settlement website and the toll-free telephone number. The informational release serves a valuable role by providing additional notice exposures beyond that which was provided by the paid media. The Informational Release is included as **Attachment 4**.

Settlement Website

21. On May 28, 2026, Epiq launched a dedicated website for the Settlement with an easy to remember domain name (www.FragranceConsumerSettlement.com). Relevant documents are posted on the settlement website, including the Long Form Notice, Settlement Agreement, Amended Complaint, and Preliminary Approval Order. In addition, the settlement website includes relevant dates, answers to frequently asked questions ("FAQs"),

instructions for how Settlement Class members can opt-out (request exclusion) from the Settlement Class or object to the Settlement, contact information for the Claims Administrator, and how to obtain other case-related information. Settlement Class members are also able to register on the settlement website to receive future updates regarding the Settlement, such as an opportunity to file a claim. The settlement website address is prominently displayed in all notice documents. As of June 8, 2026, there have been 45,233 unique visitor sessions to the Settlement Website, and 51,757 web pages have been presented.

22. The settlement website also includes chatbot functionality to allow Settlement Class members another way to easily obtain additional information by submitting questions and receiving approved responses based on the content in the Notices and FAQs. As of June 8, 2026, there have been 147 chatbot sessions.

Toll-Free Telephone Number

23. On May 22, 2026, Epiq established a toll-free telephone number (1-877-269-9876) for the Settlement. Callers are able to hear an introductory message and also have the option to learn more about the Settlement in the form of recorded answers to FAQs, and to request that a Notice be mailed to them. This automated telephone system is available 24 hours per day, 7 days per week. The toll-free telephone number is prominently displayed in all notice documents. As of June 8, 2026, there have been five calls to the toll-free telephone number representing 26 minutes of use. The Notice is included as **Attachment 5**.

24. A postal mailing address and email address was established, allowing Settlement Class members the opportunity to request additional information or ask questions. An automated electronic response is sent to those who submit a request via email.

Requests for Exclusion and Objections

25. The deadline to request exclusion from the Settlement is July 27, 2026. As of June 8, 2026, Epiq has received no requests for exclusion. The deadline to object to the Settlement is August 17, 2026. As of June 8, 2026, Epiq is aware of no objections to the Settlement.

COST OF NOTICE AND ADMINISTRATION

26. Through May 2026, administration fees and expenses total $299,308.74, which is inclusive of the costs to implement the Notice Plan and handle settlement administration to date. This is not a minimum or a cap of costs to be incurred. Based on the current scope of settlement administration, Epiq anticipates additional fees and expenses will be incurred to complete the settlement administration, leading up to and following the Final Approval Hearing. In addition to the $299,308.74 in fees already incurred, Epiq also respectfully requests that the Court award a holdback of $34,000 for additional administration fees and expenses that Epiq anticipates will be incurred for ongoing notice and administration.

PLAIN LANGUAGE NOTICE DESIGN

27. As detailed in my Notice Plan Declaration, the Notices were designed to be "noticed," reviewed, and—by presenting the information in plain language—understood by Settlement Class members. The design of the Notices followed the principles embodied in the Federal Judicial Center's ("FJC") illustrative "model" notices posted at www.fjc.gov. Many courts, and the FJC itself, have approved notices that Epiq has written and designed in a similar fashion. The Notices contain substantial, albeit easy-to-read summaries of all key information about Settlement Class members' rights and options. Consistent with our normal practice, all notice documents underwent a final edit prior to actual mailing and display for grammatical errors and accuracy.

28. The Notice provides substantial information to Settlement Class members. The Notice includes details regarding the Settlement Class members' ability to opt-out or object, and the deadlines to do so, among other information.

CONCLUSION

29. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice plan be designed to reach the greatest practicable number of potential class members and, that the notice or notice plan provide class members with easy access to the details of how the class action may impact their rights. All of these requirements are being met in this case.

30. The Notice Plan follows the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated to do so.

a) "[W]hen notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it," *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and

b) "[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections," *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

31. The Notice Plan is providing the best notice practicable under the circumstances, conforms to all aspects of Federal Rules of Civil Procedure Rule 23 regarding notice, comports with the guidance for effective notice stated in the Manual for Complex Litigation, Fourth and applicable FJC materials, and satisfies

the requirements of due process, including its "desire to actually inform" requirement.

32. The Notice Plan schedule affords enough time to provide full and proper notice to the Settlement Class members before any deadlines.

33. Given the recent commencement of the Notice Plan, I will provide a supplemental declaration to the Court prior to the Final Approval Hearing with additional details regarding the final reach of the Notice Plan and updated administration statistics.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 11, 2026.

Cameron R. Azari, Esq.

Attachment 1

Clean and Organize


Product Reviews


Storage


Organization


Closets


Garages

Stop Household Clutter: 50 Things to Get Rid of Right Now 51 Photos

Ready to rid your house of clutter? Start here with these items you're sure not to miss.

More Organizing Topics

Closet Organization | Garage Organization | Office Organization

Top Cleaning and Organizing Tips


How to Organize a Closet: Tips for Clearing Clutter and Maximizing Closet Space


How to Clean Outdoor Cushions to Look Like New


11 Laundry Rules That Are Meant to Be Broken
12 Photos

Go Shopping

Get product recommendations from HGTV editors, plus can't-miss sales and deals.


Koala's Torquay Modular Sofa Is the Ultimate Family-Friendly Couch That Assembles in Less Than 10 Minutes
May 28, 2026
By: Theresa Holland


Smart Bath Towel Storage Solutions That Add Style and Function
May 27, 2026
By: Maria Conti


21 Best Raised Garden Bed Kits, According to

InStyle

4M 4.6M 243K 377K Newsletters Sweepstakes

NEWS CELEBRITY BEAUTY FASHION LIFESTYLE WELLNESS SHOPPING VIDEO ABOUT US

MUST-READS

KYLIE JENNER

The Best Part of Watching the Knicks Is Kylie Jenner's Courtside Style

By Amanda Le

NAIL IDEAS

White Nail Ideas for a Striking Manicure

By Kara Jillian Brown and Jennifer Hussein

JEWELRY

The Easiest Way to Fake a Luxury Summer Wardrobe? Jewelry.

By Frances Solá-Santiago and Amanda Le

FRAGRANCE

I Own 165+ Perfumes, but These 10 Fragrances From $8 Are Perfect for Summer

By Reece Andavolgyi

ENTERTAINMENT

What Is It About Hannah's 'Off Campus' Styling That Has the Internet So Upset?

The romantic lead is stuck in 2018, but is it really her fault?

By Daisy Maldonado

THE INTERN

Our satirical social series documents a crazy day at the office.

SEE ALL EPISODES

THE LATEST

DRESSES & SKIRTS 16 MINUTES AGO

Jennifer Lopez's Body-Baring Olive Green Gown Is Literally Held Together by Bedazzled Chains

By Lara Walsh

CELEBRITY 1 HOUR AGO

Jennifer Lopez Fights Back Tears, Admits She's Been "Crying for Two Months" About Her Twins' Major Milestone

By Rachel Burchfield

CLOTHING 2 HOURS AGO

I'm a Busy Mom, and I'm Updating My Summer Wardrobe With These 8 Rich-Looking Staples From $10

By Alyssa Morin

GIFT GUIDES 4 HOURS AGO

I'm a Very Good Gift Giver, and These 28 Graduation Presents Will Land You on the Honor Roll—From $8

By Tamim Alnuweiri

SHOPPING 5 HOURS AGO

The 9 Best Lip Masks for Hydrated, Pillowy Lips Overnight

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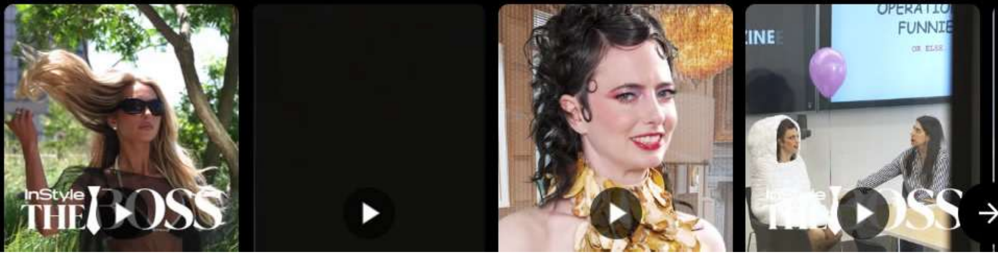

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The 9 Best Lip Masks for Hydrated, Pillowy Lips Overnight

By Emma Greene

INTIMATES & SHAPEWEAR 5 HOURS AGO

Shoppers Love These

allure

NEWSLETTER | JOIN NOW | SIGN IN

READERS' CHOICE AWARDS NEWS SKIN MAKEUP HAIR NAILS WELLNESS SHOPPING ALLURE BEAUTY BOX VIDEO

THE 2026 READERS' CHOICE WINNERS ARE HERE – SHOP NOW »

FLIP THE SCRIPT

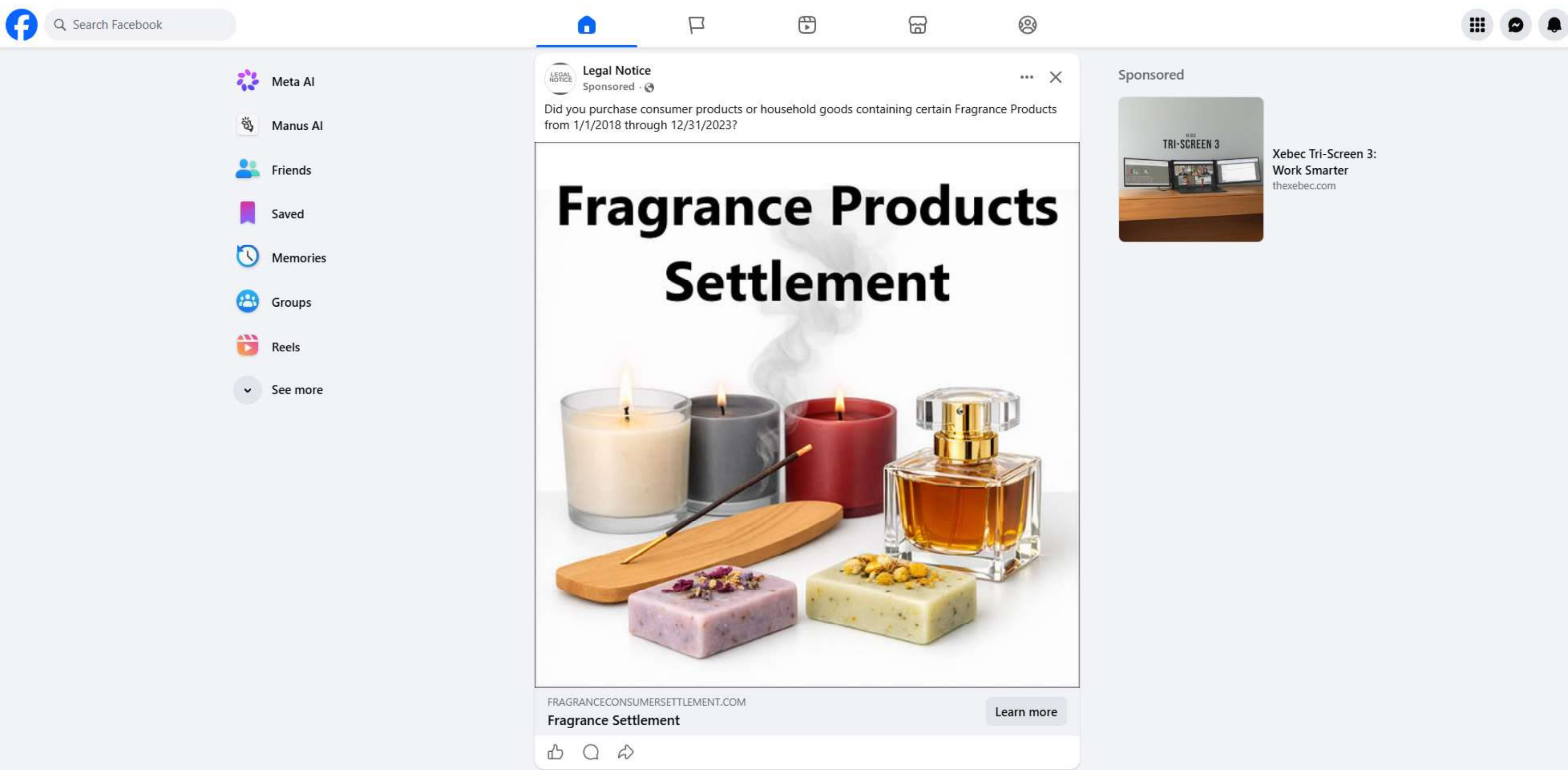
Teyana Taylor Just Invented the Formalwear Mullet

BY MARCI ROBIN

THROWBACK TIPS

Zara Larsson Says We're Wearing Super Y2K French Manicures This Summer

BY KARA NESVIG

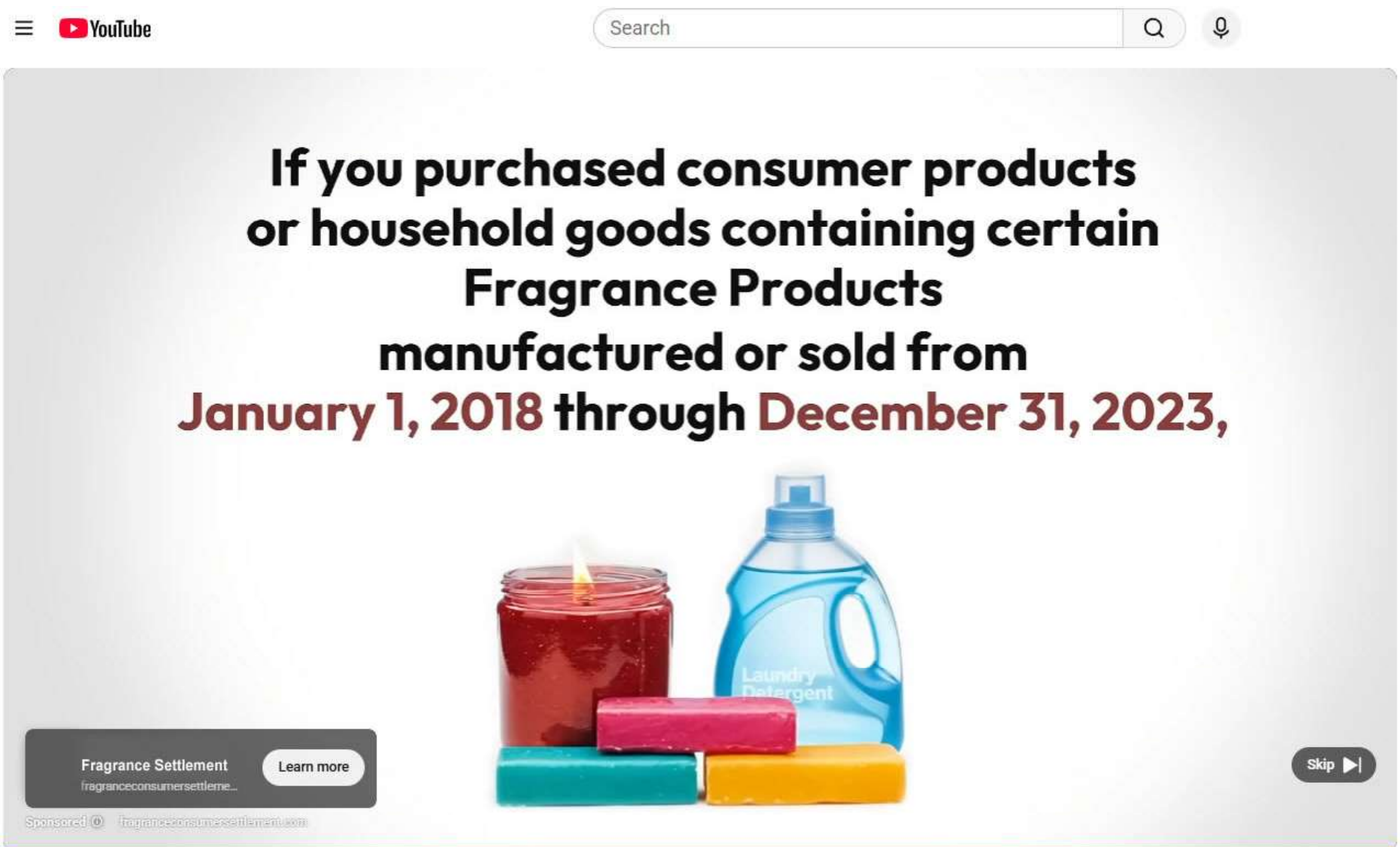

Search Facebook
Meta AI
Manus AI
Friends
Saved
Memories
Groups
Reels
See more
Legal Notice
Sponsored
Did you purchase consumer products or household goods containing certain Fragrance Products from 1/1/2018 through 12/31/2023?
Fragrance Products Settlement
FRAGRANCECONSUMERSETTLEMENT.COM
Fragrance Settlement
Learn more
Sponsored
TRI-SCREEN 3
Xebec Tri-Screen 3: Work Smarter
thexebec.com

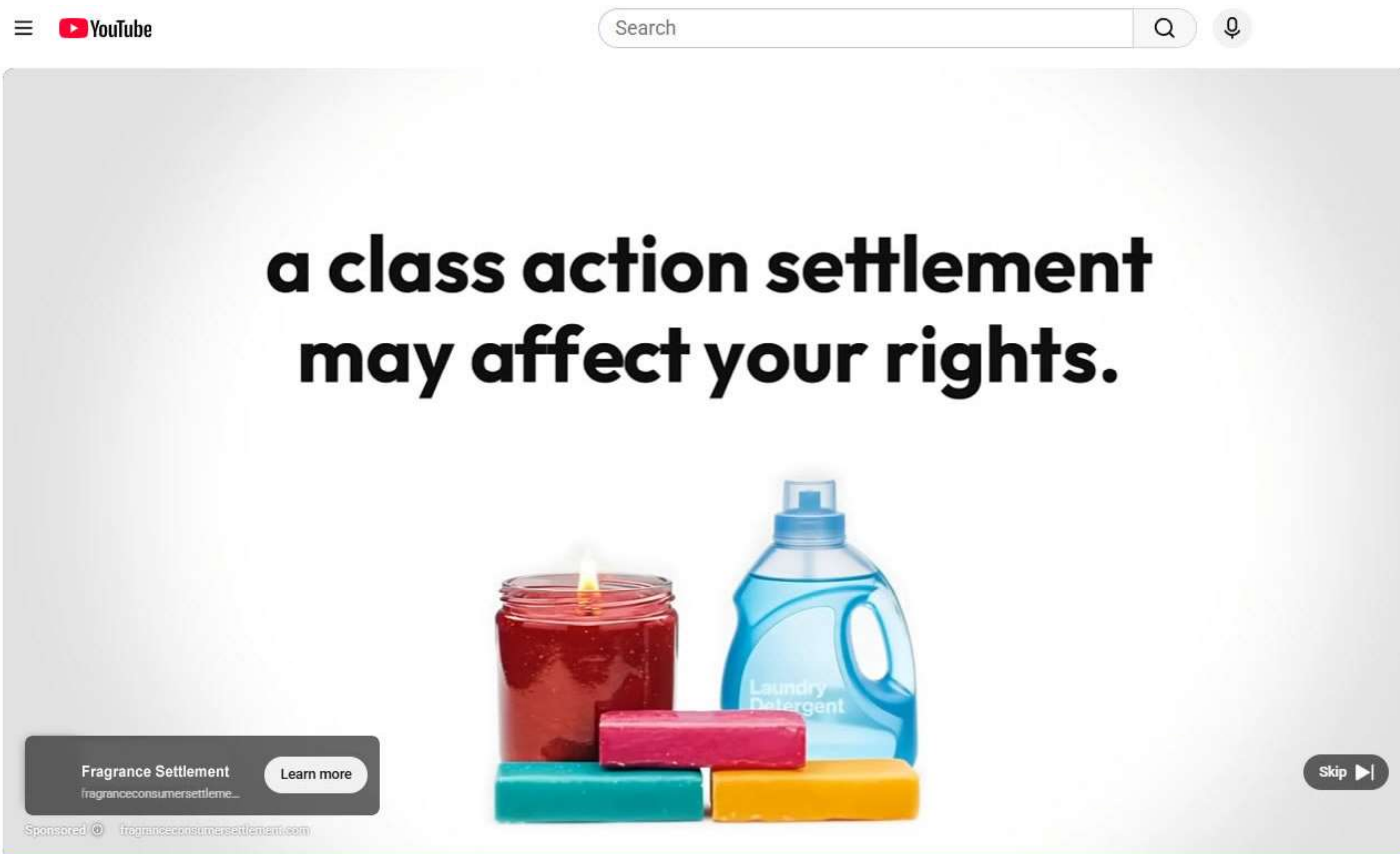
legal.notice
Ad

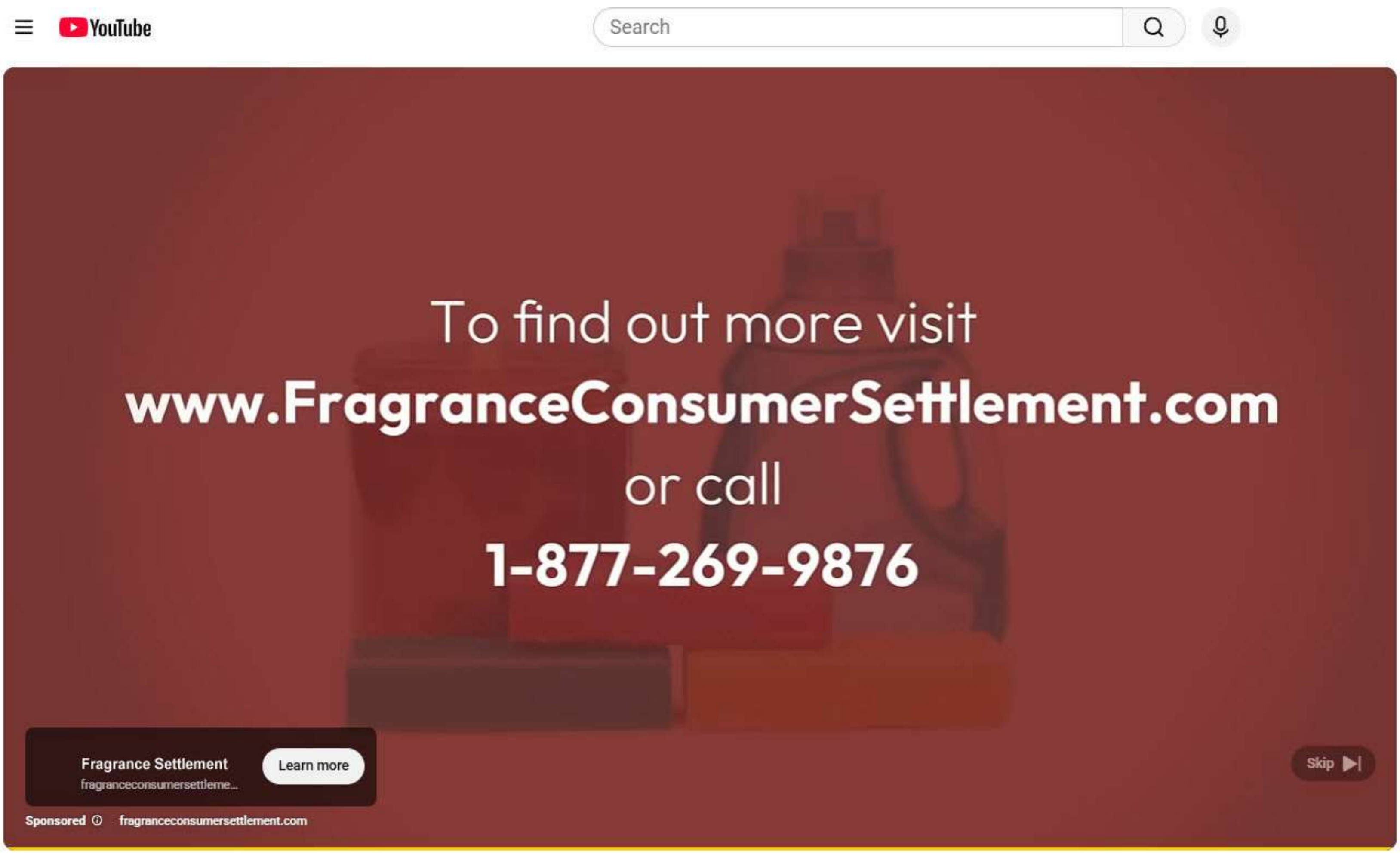
Fragrance Products Settlement

Learn more

legal.notice Purchase consumer products or household goods containing certain Fragrance Products?


YouTube
Search
If you purchased consumer products
or household goods containing certain
Fragrance Products
manufactured or sold from
January 1, 2018 through December 31, 2023,
Laundry
Detergent
Fragrance Settlement
fragranceconsumersettleme...
Learn more
Skip
Sponsored
fragranceconsumersettlement.com


YouTube
Search
a class action settlement
may affect your rights.
Laundry
Detergent
Fragrance Settlement
fragranceconsumersettleme...
Learn more
Skip
Sponsored
fragranceconsumersettlement.com


YouTube
Search
To find out more visit
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Sponsored Purchases made from 1/1/2018 through 12/31/2023 may be included in the settlement. To find out more information and to see if you are included, visit the website.

$26 million

International Flavors & Fragrances Inc. (IFF) has agreed to pay **$26 million** to resolve claims from direct purchasers accusing it and three other major fragrance ingredient makers of orchestrating a global price-fixing conspiracy, marking the first settlement in sprawling multidistrict antitrust litigation.

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IFF Inks $26 Million Settlement in Fragrance Price-Fixing Case

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Attachment 4

If you purchased in the United States consumer products or household goods, not for resale, which contained certain Fragrance Products manufactured or sold from January 1, 2018, through December 31, 2023, a class action settlement may affect your rights

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NEWS PROVIDED BY
United States District Court for the District of New Jersey →
May 28, 2026, 09:00 ET

NEWARK, N.J., May 28, 2026 /PRNewswire/ -- An $11 million Settlement has been reached in a class action antitrust lawsuit filed on behalf of End-User Plaintiffs with International Flavors and Fragrances, Inc. ("IFF" or "Settling Defendant"). This Settlement does not dismiss legal claims against other Defendants in the lawsuit *In re: Fragrance End-User Plaintiff Antitrust Litigation*, Case No. 2:23-cv-16127.

The lawsuit alleges IFF and Defendants Givaudan SA, Givaudan Fragrances Corporation, Ungerer & Company, Inc., Custom Essence LLC, DSM-Firmenich AG, Firmenich International SA, Firmenich Inc., Agilex Flavors & Fragrances, Inc., Symrise AG, Symrise Inc., and Symrise US LLC (together, "Defendants") conspired to fix prices of Fragrance Products in violation of federal and state antitrust laws. IFF denies any wrongdoing.

There will be no payments to the Settlement Class at this time. You will be notified later of an opportunity to file a Claim Form.

Who is Included? The Settlement Class is defined as: all Persons who, from January 1, 2018, through December 31, 2023, purchased in the United States consumer products or household goods, not for resale, which contained Fragrance Products that were manufactured or sold by Defendants or their subsidiaries or affiliates, including Plaintiffs. A list of consumer products and household goods containing Fragrance Products included in the Settlement will be confirmed as the lawsuit continues and will be available at a future date at **www.FragranceConsumerSettlement.com**.

Your Rights and Options. You must decide whether to stay in the Settlement Class or ask to be excluded. If you do nothing, you will remain a member of the Settlement Class and may participate in the IFF Settlement and submit a Claim Form when that option is available at a later date. You will also have the opportunity to participate in any future settlements or judgments obtained by End-User Plaintiffs against other Defendants in the lawsuit.

If you do not want to be part of the Settlement, you need to ask to be excluded from the Settlement Class. If you exclude yourself, you will not get any money or benefits from this Settlement. However, you may be able to sue or continue to sue the IFF Released Parties on your own. If you exclude yourself, you will not be legally bound by the Court's judgments in this Settlement. The deadline to exclude yourself is **July 27, 2026.**

If you do not exclude yourself and are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or attorneys' fees, costs, and service awards. To object, you must file your timely written objection by **August 17, 2026**. More information on how to exclude yourself or object is available at **www.FragranceConsumerSettlement.com**.

The Court will hold a "Fairness Hearing" on **September 15, 2026,** to decide whether to approve the Settlement and attorneys' fees, costs, and service awards. You may attend and you may ask to speak if you file an objection, but you do not have to.

This Notice summarizes the lawsuit and the proceedings. You can get additional information by visiting www.FragranceConsumerSettlement.com or by calling 1-877-269-9876.

URL// **www.FragranceConsumerSettlement.com**

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Attachment 5

If you purchased in the United States consumer products or household goods, not for resale, which contained certain Fragrance Products manufactured or sold from January 1, 2018, through December 31, 2023, a class action settlement may affect your rights.

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

- An $11 million Settlement has been reached in a class action antitrust lawsuit filed on behalf of End-User Plaintiffs with International Flavors and Fragrances, Inc. ("IFF" or "Settling Defendant"). This Settlement does not dismiss legal claims against other Defendants in the lawsuit *In re: Fragrance End-User Plaintiff Antitrust Litigation*, Case No. 2:23-cv-16127.
- The lawsuit alleges IFF and Defendants Givaudan SA, Givaudan Fragrances Corporation, Ungerer & Company, Inc., Custom Essence LLC, DSM-Firmenich AG, Firmenich International SA, Firmenich Inc., Agilex Flavors & Fragrances, Inc., Symrise AG, Symrise Inc., and Symrise US LLC (together, "Defendants") conspired to fix prices of Fragrance Products in violation of federal and state antitrust laws. IFF denies any wrongdoing.
- In addition to the $11 million Settlement, IFF has also agreed to certain non-monetary relief and to provide specified cooperation in the End-User Plaintiffs' continued pursuit of the lawsuit. There will be no payments to the Settlement Class at this time. You will be notified later of an opportunity to file a Claim Form.
- The Settlement Class is defined as: all Persons who, from January 1, 2018, through December 31, 2023, purchased in the United States consumer products or household goods, not for resale, which contained Fragrance Products that were manufactured or sold by Defendants or their subsidiaries or affiliates, including Plaintiffs.
- Fragrance Products means fragrance ingredients, fragrance formulas, and fragrance compounds, regardless of whether they are natural, synthetic or otherwise, and include related technologies, such as those intended to deliver the fragrance. Fragrance Products include, without limitation, consumer fragrances and fine fragrances. A list of consumer products and household goods containing Fragrance Products included in the Settlement will be confirmed as the lawsuit continues and will be available at a future date at www.FragranceConsumerSettlement.com.

Your legal rights are affected whether you act or do not act. Please read this notice carefully.

Your Legal Rights & Options		Deadline
Exclude Yourself	You can exclude yourself from the Settlement and keep your right to file your own lawsuit against the Released Parties about the Settlement Class Released Claims that are in the Settlement in this lawsuit. If you exclude yourself, you cannot receive any money or benefits from this Settlement.	Postmarked by: **July 27, 2026**
Object to the Settlement	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: **August 17, 2026**
Do Nothing	You will remain part of the Settlement Class, and you may participate to receive money or benefits from the Settlement, once available.	

BASIC INFORMATION

1. Why is this Notice being provided?

An $11 million settlement has been reached in a class action lawsuit that may affect you if you are a Person who, from January 1, 2018, through December 31, 2023, purchased in the United States consumer products or household goods, not for resale, which contained Fragrance Products that were manufactured or sold by Defendants or their subsidiaries or affiliates.

The Honorable William J. Martini of the United States District Court for the District of New Jersey is overseeing this class action. The lawsuit is known as *In re: Fragrance End-User Plaintiff Antitrust Litigation*, Case No. 2:23-cv-16127 (the "lawsuit").

In this Notice, "Defendants" refers to International Flavors and Fragrances, Inc. ("IFF") and Defendants Givaudan SA, Givaudan Fragrances Corporation, Ungerer & Company, Inc., Custom Essence LLC, DSM-Firmenich AG, Firmenich International SA, Firmenich Inc., Agilex Flavors & Fragrances, Inc., Symrise AG, Symrise Inc., and Symrise US LLC, and "Settling Defendant" refers to IFF.

End-User Plaintiffs have reached this Settlement with IFF. However, the End-User Plaintiffs' lawsuit is still continuing against other Defendants. There may be future, separate settlements, judgments, or orders for the other Defendants. If that happens, separate notice will be provided.

2. What is this lawsuit about?

The End-User Plaintiffs allege Defendants engaged in an unlawful conspiracy to restrain trade, by, among other things, increasing and fixing the prices of Fragrance Products in violation of the Sherman Act, a federal antitrust law, various state antitrust and consumer protection laws, and state laws of unjust enrichment. End-User Plaintiffs allege Settlement Class Members purchased products containing Fragrance Products from one or more Defendants at artificially inflated prices.

IFF denies the legal claims and denies any wrongdoing or liability. No court has made any judgment or other decision of any wrongdoing by IFF or that any law has been violated.

3. Why is the lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

4. Why is there a Settlement?

End-User Plaintiffs and IFF have agreed to settle the lawsuit. The Class Representatives, IFF, and their lawyers believe the Settlement is best for the Settlement Class versus the risks and uncertainty associated with continuing the lawsuit.

WHO IS INCLUDED IN THE LAWSUIT?

5. Am I part of the Settlement Class?

The Settlement Class includes: all Persons who, from January 1, 2018, through December 31, 2023, purchased in the United States consumer products or household goods, not for resale, which contained Fragrance Products that were manufactured or sold by Defendants or their subsidiaries or affiliates.

So long as the purchase was made in the United States, it does not matter whether it was (i) from a seller located outside the United States, or (ii) from a seller in the United States that acquired Fragrance Products manufactured or sold by Defendants outside the United States from that seller's foreign affiliate, or from Defendants or their subsidiaries or affiliates.

6. Is anyone excluded from the Settlement Class?

Yes. Excluded from the Settlement Class are: purchasers that purchased Fragrance Products directly from Defendants, purchasers that purchased Fragrance Products manufactured by Defendants other than directly from Defendants for incorporation in finished consumer products or household goods, Defendants, IFF Released Parties, conspirators, the officers, directors, or employees of any Defendant or conspirator, any entity in which any Defendant or conspirator has a controlling interest; any affiliate, legal representative, heir, or assign of any Defendant or co-conspirator, and any Person acting on their behalf. Also excluded from the Class are any judicial officer presiding over the lawsuit and the members of their immediate family and judicial staff, and any juror assigned to the lawsuit, as well as any Person who or which submits a valid and timely request for exclusion in accordance with the requirements set forth in this Notice and whose request is accepted by the Court.

7. What consumer products or household goods containing Fragrance Products are included in the Settlement?

Fragrance Products means fragrance ingredients, fragrance formulas, and fragrance compounds, regardless of whether they are natural, synthetic or otherwise, and include related auxiliary technologies, including those intended to deliver the fragrance. Fragrance Products include, without limitation, consumer fragrances and fine fragrances.

A list of consumer products and household goods containing Fragrance Products included in the Settlement will be available at a future date at www.FragranceConsumerSettlement.com.

8. What if I am still not sure whether I am in the Settlement Class?

If you are still not sure whether you are included in the Settlement Class, you may go to www.FragranceConsumerSettlement.com or call toll-free at 1-877-269-9876.

THE SETTLEMENT BENEFITS

9. What does this Settlement provide?

If the Settlement is approved, IFF will pay $11 million to resolve all Settlement Class Members' legal claims against IFF for the Settlement Class Released Claims. In addition, IFF has agreed to certain non-monetary relief and to provide specified cooperation in the End-User Plaintiffs' continued pursuit of the lawsuit.

No money will be distributed to Settlement Class Members at this time. Class Counsel will continue the lawsuit against the other non-settling defendants. Additional money may become available in the future as a result of a trial or future settlements. Alternatively, the lawsuit may be resolved in favor of the other non-settling defendants, and no additional money may become available. There is no guarantee as to what will happen. You will be notified later, when there is an opportunity to submit a Claim Form to receive a payment.

Please register at the website, www.FragranceConsumerSettlement.com, to receive future updates about the Settlement, such as an opportunity to submit a claim, and to be notified about any future settlements.

10. What am I giving up by staying in the Settlement Class?

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Settlement Class Released Claims in this lawsuit. The specific rights you are giving up are called "Settlement Class Released Claims."

By staying in the Settlement, you are not releasing your legal claims in this lawsuit against any Defendant other than IFF.

11. What are the Released Claims?

The Settlement Agreement, paragraphs 1.v, 1.kk, 1.oo and 4-11 describe the Releases, Settlement Class Released Claims, and IFF Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.FragranceConsumerSettlement.com. For questions regarding the Releases, Settlement Class Released Claims, or IFF Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS

12. How much money can I get?

At this time, it is unknown how much each Settlement Class Member who submits a valid claim, will receive, when the claims process is available in the future. Payments will be determined on a pro rata basis (a legal term meaning equal share). This means payments will be based on the number of valid claims filed by all Settlement Class Members as well as on the number and type of consumer products or household goods containing Fragrance Products you purchased. It's possible that any money remaining after claims are paid will be distributed to charities, governmental entities, or other beneficiaries approved by the Court. No matter how many claims are filed, no money will be returned to the settling defendant once the Court finally approves the Settlement. In order to receive a payment, you will need to file a valid claim form before the claims period ends. The claims period has not yet begun. A notice about the claims process will be provided at a later date as ordered by the Court. If you want to receive a notice about the claims process or future settlements, you should register at www.FragranceConsumerSettlement.com.

13. When will I get a payment?

No money will be paid yet. The lawyers for the Plaintiffs will continue to pursue the lawsuits against the non-settling Defendants. All Settlement Funds that remain after payment of the fees, costs, and expenses will be paid together at the conclusion of the lawsuit or as ordered by the Court.

14. What is the non-monetary relief?

The settling defendant has agreed to cooperate with the Plaintiffs in their ongoing lawsuit against the other non-settling defendants.

YOUR RIGHTS AND OPTIONS

You must decide whether to stay in the Settlement Class or ask to be excluded (and keep your right to sue the IFF Released Parties in your own separate lawsuit).

15. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class and may participate in the IFF Settlement and submit a Claim Form when that option is available at a later date. You will also have the opportunity to participate in any future settlements or judgments obtained by End-User Plaintiffs against other Defendants in the lawsuit.

16. Why would I ask to be excluded?

If you want to sue the IFF Released Parties on your own regarding the Settlement Class Released Claims or already have your own lawsuit against the IFF Released Parties regarding the Settlement Class Released Claims and you want to continue with it, you need to ask to be excluded from the Settlement Class. If you exclude or remove yourself from the Settlement Class— sometimes called "opting-out" of the class— you will not get any money or benefits from this Settlement. However, you may be able to sue or continue to sue the IFF Released Parties on your own. If you exclude yourself, you will not be legally bound by the Court's judgments in this Settlement.

If you start your own lawsuit or continue with an existing lawsuit against the IFF Released Parties regarding the Settlement Class Released Claims after you exclude yourself, you will have to hire your own lawyer(s) for that lawsuit, and you will have to prove your legal claims. If you exclude yourself so you can start or continue your own lawsuit against the IFF Released Parties, you should talk to your own lawyer soon, because *your legal claims may be subject to a statute of limitations*, meaning there is a deadline after which you cannot sue.

By staying in the Settlement, you are not releasing your legal claims in this lawsuit against any Defendant other than IFF.

17. How do I ask the Court to exclude me from the Settlement Class?

To exclude yourself from the Settlement Class, you must mail a written request for exclusion, which includes the following:

1) Your name, address, and telephone number;
2) Proof of membership in the Settlement Class, including a declaration or documentation evidencing the purchase in the United States during the Class Period of consumer products or

household goods, not for resale, which contained Fragrance Products that were manufactured or sold by Defendants;

3) Your personal physical signature; and
4) A statement that you want to be excluded from the Settlement Class, such as "I hereby request that I be excluded from the Settlement Class in *In re: Fragrance End-User Plaintiff Antitrust Litigation.*"

The exclusion request must be **mailed** to the Claims Administrator at the following address, and be **postmarked** by **July 27, 2026**:

Fragrance End-User Plaintiff Antitrust Litigation
Claims Administrator
PO Box 4676
Portland, OR 97208-4676

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

You cannot opt out (exclude yourself) by telephone or by email.

You **cannot** exclude yourself by participating in a "mass" or "class" request for exclusion filed by a third party where the opt-out hasn't been signed by each individual Settlement Class Member requesting exclusion.

18. If I exclude myself, can I get anything from the Settlement?

No. If you exclude yourself you will no longer be a member of the Settlement Class and you will not be able to receive any money or benefits from this Settlement, which may happen later. You will not be legally bound by the Court's judgments if you exclude yourself. You will be able to sue (or continue to sue) the IFF Released Parties on your own about the legal claims that are involved in this Settlement, now or in the future, assuming your legal claims are not time-barred or otherwise prohibited (you should consult your own lawyer to make such a determination).

19. If I do not exclude myself, can I sue IFF for the same thing later?

No. Unless you exclude yourself from the Settlement Class, you give up the right to sue IFF for the legal claims the Settlement involves. If you have a pending lawsuit against IFF, speak to your lawyer for that lawsuit immediately to determine whether you must exclude yourself from this lawsuit to continue your own lawsuit against IFF.

By staying in the Settlement, you are not releasing your legal claims in this lawsuit against any Defendant other than IFF.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or attorneys' fees, costs, and service awards.

To object, you must file your timely written objection with the Court as provided below by **August 17, 2026**, <u>and</u> send by U.S. mail to Class Counsel, and IFF's Counsel postmarked by

August 17, 2026, stating you object to the Settlement in *In re: Fragrance End-User Plaintiff Antitrust Litigation*, Case No. 2:23-cv-16127.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

1) Your full name, mailing address, and telephone number;
2) Notice of intention to appear if you wish to speak at the Fairness Hearing;
3) Proof of membership in the Settlement Class, including a declaration or documentation evidencing the purchase of consumer products or household goods containing Fragrance Products during the Class Period;
4) The specific grounds for the objection and any reasons why you desire to appear and be heard, as well as documents or writings that you desire the Court to consider;
5) Identify whether your objection is to the Settlement in part or in whole;
6) State whether the objection applies only to you as the objector, a subset of the Settlement Class, or the entire Settlement Class;
7) A list of all lawsuits in which you have acted as an objector or lawyer for an objector within the last five (5) years; and
8) Your signature as the objector (a lawyer's signature is not sufficient).

To object, you must file your timely written objection with the Court by **August 17, 2026**, and send it by U.S. mail to Class Counsel, and IFF's Counsel postmarked by **August 17, 2026**, at the following addresses:

COURT	CLASS COUNSEL	IFF'S COUNSEL
Clerk U.S. District Court District of New Jersey Martin Luther King Building & U.S. Courthouse 50 Walnut Street Room 4015 Newark, NJ 07101	Kimberly A. Justice Freed Kanner London & Millen LLC 923 Fayette St. Conshohocken, PA 19428 Kellie Lerner Shinder Cantor Lerner LLP 14 Penn Plaza, 19th Floor New York, NY 10122	Boris Bershteyn Skadden, Arps, Slate, Meagher & Flom LLP One Manhattan West New York, NY 10001

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement Class.

THE LAWYERS REPRESENTING YOU

22. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed Kellie Lerner of Shinder Cantor Lerner LLP, and Kimberly A. Justice of Freed Kanner London & Millen LLC as Class Counsel for the Settlement Class to represent you and the class for the purposes of this lawsuit. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

23. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer, you can hire your own lawyer at your own expense. For example, you can ask them to appear in Court for you if you want someone other than Class Counsel to speak for you.

24. How will Class Counsel be paid?

At the Fairness Hearing, Class Counsel will ask the Court to: (a) reimburse them for certain costs and expenses, (b) set aside up to $1 million for future lawsuit costs and expenses as the lawsuit against the other Defendants continues. At the Fairness Hearing or at a later date, Class Counsel will ask the Court for attorneys' fees based on their services in this lawsuit, not to exceed 33-1/3% of the Settlement Fund. Class Counsel may also ask the Court to approve service awards not to exceed $7,500 each for the Class Representatives for their efforts on behalf of the Class. Any payment to the attorneys and Class Representatives will be subject to Court approval, and the Court may award less than the requested amount. The fees, costs, expenses, and awards that the Court orders, plus the costs to administer the Settlement, will be paid out of the Settlement Fund. Class Counsel may request additional attorneys' fees, costs, and expenses from any other settlements or money obtained in the future.

When Class Counsel's motion for attorneys' fees, costs, or service awards is filed, it will be available at www.FragranceConsumerSettlement.com. The motion will be posted on the Settlement Website before the deadline for objecting to the Settlement. You will have an opportunity to object to this request.

Register at the website or by calling 1-877-269-9876 to receive notice when the motion is filed.

THE FAIRNESS HEARING

The Court will hold a "Fairness Hearing" to decide whether to approve the Settlement and attorneys' fees, costs, and service awards. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

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

The Court will hold a Fairness Hearing on **September 15, 2026, at 10:00 a.m.** before the Honorable William J. Martini at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Room 4015, Newark, NJ 07101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, and any request by Class Counsel for reimbursement of costs and expenses, a set aside for future lawsuit costs and expenses, and/or an award of attorneys' fees.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court may hear objections at the hearing.

Note: The date and time of the Fairness Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.FragranceConsumerSettlement.com to confirm the date and time of the Fairness Hearing have not changed.

26. Do I have to attend the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Fairness Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

27. May I speak at the Fairness Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court may hear objections at the hearing.

GETTING MORE INFORMATION

28. How do I get more information about the Settlement?

This Notice summarizes the lawsuit and the proceedings. You can get additional information by visiting www.FragranceConsumerSettlement.com, by calling 1-877-269-9876 or by writing to:

Fragrance End-User Plaintiff Antitrust Litigation
Claims Administrator
PO Box 4676
Portland, OR 97208-4676

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE REGARDING THIS NOTICE.

EXHIBIT D

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE: FRAGRANCE END-USER PLAINTIFF ANTITRUST LITIGATION	Civil Action No: 2:23-cv-16127-(WJM)(JSA) Hon. William J. Martini, U.S.D.J. Hon. Jessica S. Allen, U.S.M.J.

DECLARATION OF HON. LAYN R. PHILLIPS (RET.). IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF SETTLEMENT WITH DEFENDANT INTERNATIONAL FLAVORS & FRAGRANCES, INC., CERTIFICATION OF PROPOSED SETTLEMENT CLASS, AND RELATED RELIEF

I, LAYN R. PHILLIPS, declare as follows:

1. I am over 18 years of age and am legally competent to make this Declaration. I have personal knowledge of the matters stated herein and, if called upon, I could and would competently testify thereto.

2. I served as mediator for settlement discussions with respect to the class action of *In re: Fragrance End-User Anti-Trust Litigation*, Case No. 2:23-cv-16127 (WJM) (JSA) (D.N.J.). I submit this declaration in support of the End-User *Plaintiffs' Motion for Final Approval of Settlement with Defendant International Flavors & Fragrances, Inc., Certification of Proposed Settlement Class, and Related Relief*.

3. I have over 40 years of experience as a judicial officer and trial attorney. I served as a federal prosecutor in the U.S. Attorney's Office in Los Angeles. I was later nominated by former President Ronald Reagan to serve as the United States Attorney for the Northern District of Oklahoma, and President Reagan again nominated me to serve as a federal judge for the Western District of Oklahoma, where I presided over 140 federal trials from 1987-1991 in Oklahoma, New Mexico, and Colorado. I also sat by designation for the United States Court of Appeals for the Tenth Circuit, where I participated in numerous panel decisions and published several opinions in the fields of criminal law, business litigation, and civil rights. In 1991, I resigned from the federal bench and joined the law firm of Irell & Manella,

based in Los Angeles and Orange County, California, where I specialized in complex civil litigation, internal investigations, and alternative dispute resolution, dedicating my calendar to only alternative dispute resolution matters for the final several years. I have over 30 years of dispute resolution experience, having conducted thousands of mediations and settlement conferences in all types of litigation, including complex class actions, antitrust actions, securities fraud actions and shareholder derivative actions. I have served as an independent mediator in a variety of other class action matters.

4. As the independent mediator in this case, I presided over the settlement discussions and negotiations between the parties. In that role, I reviewed several mediation briefs and related submissions and certain Court rulings on matters of contention between the parties.

5. I assisted the parties with settlement discussions and negotiations over a period of approximately six months, including an in-person, all-day mediation session in March 2025, followed by continued settlement discussions via teleconference, video conferencing platforms, and telephone over the following months. Those present and involved in these discussions included Plaintiffs' Class Counsel, counsel for International Flavors & Fragrances, Inc. ("IFF"), and corporate representatives from IFF.

6. In August 2025, the parties reached an agreement in principle based on a recommendation from me. Shortly thereafter, the parties engaged in negotiating and drafting the settlement agreement.

7. The mediation process involved extensive analysis of the parties' positions including, for instance, the value of Plaintiffs' claims regarding IFF's alleged price-fixing activity.

8. Settlement discussions and negotiations continued under my supervision until the parties reached agreement on the long-form settlement agreement. That included supplemental mediation briefing on disputed issues, multiple teleconferences with me and my staff, and review of key positions by the parties.

9. The negotiations were hard-fought and ultimately led to the settlement agreement currently being considered by the Court for approval.

10. Based on the materials provided to me by the settling parties and my extensive participation in the process, I am familiar with the factual and legal issues involved in the Action, including the allegations asserted by plaintiffs in the Action and the defenses to liability and damages asserted by IFF. I also am familiar with the process by which the parties negotiated the settlement, and I believe that the settlement was reached by the parties acting at arm's-length, carefully and in good faith.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 11th day of June, 2026, at Newport Beach, CA.

LAYN R. PHILLIPS
Former U.S. District Court Judge

EXHIBIT E

Boris Bershteyn (*pro hac vice*)
Matthew Martino (*pro hac vice*)
Tansy Woan
Andrew Muscato
Evan Levicoff (*pro hac vice*)
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Evan.Levicoff@skadden.com

Attorneys for Defendant International Flavors & Fragrances, Inc.

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE: FRAGRANCE END-USER PLAINTIFF ANTITRUST LITIGATION	Civil Action No.: 2:23-cv-16127 (WJM)(JSA)

DECLARATION OF EVAN H. LEVICOFF REGARDING COMPLIANCE WITH 28 U.S.C. § 1715 ON BEHALF OF DEFENDANT INTERNATIONAL FLAVORS & FRAGRANCES INC.

I, EVAN LEVICOFF, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am a counsel of the law firm of Skadden, Arps, Slate, Meagher & Flom LLP, attorneys for Defendant International Flavors & Fragrances Inc. ("IFF") in the above-captioned matter, and I am admitted to practice *pro hac vice* in this Court. I have personal knowledge of the matters stated herein. If called as a witness, I could and would testify competently to such facts.

2. On March 25, 2026, on behalf of IFF, by and through third-party consultant Rust Consulting, Inc., I caused notice of IFF's proposed class action settlement in the above-captioned

action to be provided to each appropriate federal and state official by U.S. Postal Service Priority Mail or electronic mail (for officials who indicated that they preferred to receive CAFA notices electronically), pursuant to 28 U.S.C. § 1715(b).

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 10, 2026

Evan Levicoff

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

IN RE: FRAGRANCE END-USER PLAINTIFF ANTITRUST LITIGATION	Case No. 2:23-cv-16127-WJM-JSA **[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF SETTLEMENT WITH IFF**

WILLIAM J. MARTINI, U.S.D.J.:

AND NOW, this ___ day of _______________, 2026, upon review and consideration of the End-User Plaintiffs' ("EUPs")[1] Motion for Final Approval of Settlement with Defendant International Flavors & Fragrances, Inc. ("IFF"),

[1] EUPs are Alethea Andrews, Charlette Atencio, Maria Barron, Apostle Cynthia Bolden, Douglas Borowski, Terry Brown, Mandy Bryant, Liridon Camaj, Scott Carpenter, Casey Christensen, Joseph Collins, Sophia Dashab, Matthew DeNapoles, Brian Depperschmidt, Letia Dickerson, Paula DiCianno, Mirlinda Elmazi, Jodie Elmore, Dana Evans, Alex Greenzweig, Shan Greer, Andrea Hogan, Jessica Howe, Suzen Isai, Phyllis Jackson, Samuel Johnson, Jasmine Judy, Tiffnie Kitchens, Sandra Kluessendorf, Nancy Koepke, Arlinda Kongoli, Isaac Landreth, Nicole Langlo, Brandy Littrell, Monica Lord, Kionna Love, Stephen Mack, Alana Manuia, Leslee Martin, Michele Matheny, Jennifer McGehee, Milan Montano, Havva Murtishi, Daniel Nabavian, Frank Novak, Nicole Padilla, Carmen Pelliteri, Yvonne Peychal, Eleanor Pressler, Mary Peterson, Cynthia Reese, Christine Schorr, Masees Skenderian, Berniece Van Der Berg, Elli Ward, Kimberly Webb, Tonia West, and Charlotte Williams.

Certification of Proposed Settlement Class, and Related Relief (the "Motion"), it is hereby ORDERED that the Motion is GRANTED as follows:

1. The Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332(d), and personal jurisdiction over the Parties for the purposes of the Settlement Agreement. Capitalized terms used herein and not otherwise defined have the meaning ascribed to them in the Settlement Agreement [ECF No. 200-3].

2. On April 28, 2026, the Court entered the Preliminary Approval Order [ECF No. 207], in which it, *inter alia*, preliminarily approved the Settlement, preliminarily certified the EUP Settlement Class, appointed the Settlement Class Representatives and EUP Settlement Class Counsel, approved the form and manner of notice, appointed Epiq as Claims Administrator, and appointed The Huntington National Bank as Escrow Agent.

3. On May 28, 2026, Epiq commenced dissemination of notice in accordance with the Court-approved Notice Plan.

4. On June 12, 2026, EUPs filed the Motion. [ECF No. ___].

5. On September 15, 2026, the Court held a Fairness Hearing to consider whether the Settlement should be finally approved under Rule 23(e)(2).

6. The Court has reviewed EUPs' Motion and the terms and conditions set forth in the Settlement Agreement, including all exhibits thereto, and finds that the Settling Parties entered into the Settlement Agreement in good faith. The Court further finds that the Settlement was negotiated at arm's length; that there was sufficient discovery; that the Parties and counsel were knowledgeable about the facts relevant to EUPs' claims and the potential risks of continued litigation; and that the Parties were represented by highly capable counsel with substantial experience in class action and antitrust litigation.

7. Pursuant to Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, the Court grants final class certification, for settlement purposes only, of the EUP Settlement Class that it preliminarily certified in the Preliminary Approval Order. The Court finds that the requirements of Rule 23 are satisfied, solely for the purpose of effectuating the Settlement, as follows:

   a. Pursuant to Rule 23(a)(1), the members of the Settlement Class are so numerous that their joinder before the Court would be impracticable;

   b. Pursuant to Rule 23(a)(2), there are questions of law and fact common to the Settlement Class;

c. Pursuant to Rule 23(a)(3), the Settlement Class Representatives' claims are typical of the claims of the Settlement Class Members;

d. Pursuant to Rule 23(a)(4), the Settlement Class Representatives and Settlement Class Counsel have fairly and adequately represented the interests of the Settlement Class;

e. Pursuant to Rule 23(b)(3), common questions of law and fact predominate over questions affecting any individual Settlement Class Member;

f. Pursuant to Rule 23(b)(3), a class resolution provides a fair and efficient method for adjudicating the Settlement Class's claims and is superior to other available methods; and

g. The Settlement Class is ascertainable.

8. The Court confirms the appointment of the named EUPs identified in the Preliminary Approval Order as Settlement Class Representatives. The Court confirms the appointment of Kimberly A. Justice of Justice Jagher London & Millen LLC, 923 Fayette Street, Conshohocken, PA 19428, and Kellie Lerner of Shinder Cantor Lerner LLP, 14 Penn Plaza,

19th Floor, New York, NY 10122, as EUP Settlement Class Counsel pursuant to Federal Rule of Civil Procedure 23(g).

9. The Court finds that the dissemination of notice to the EUP Settlement Class, as set forth in the Declarations of Cameron R. Azari, Esq., was implemented in accordance with the Notice Plan approved in the Preliminary Approval Order; constitutes due, adequate, and sufficient notice; was the best notice practicable under the circumstances; and satisfies the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), 23(e), and due process. IFF properly and timely notified the appropriate federal and state officials of the Settlement pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715. More than ninety (90) days have elapsed since IFF provided notice of the Settlement pursuant to CAFA.

10. The Court specifically considered the factors set forth in Rule 23(e)(2) and the factors set forth in *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975), including the complexity, expense, and likely duration of the litigation; the reaction of the Settlement Class; the stage of the proceedings; the risks of establishing liability, damages, and class certification; and the range of reasonableness of the Settlement in light of the best possible recovery and the attendant risks of litigation. The

Court has considered EUPs' best possible recovery at trial and the attendant risks of litigation — that is, the risk of winning less or losing everything — and finds that these factors weigh in favor of granting final approval. The Court finds that the Rule 23(e)(2) factors and the *Girsh* factors weigh in favor of approving the Settlement, and that the Settlement is fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e)(2). The Court grants final approval of the Settlement Agreement.

11. [No Settlement Class Member objected to the Settlement. / The Court has carefully considered the objections received and finds that none is meritorious.] A full opportunity has been offered to Settlement Class Members to object to or opt out of the Settlement and to participate in the Fairness Hearing.

12. [The persons and entities identified in Exhibit A, which is attached hereto and incorporated by reference herein, have timely and validly requested exclusion from the EUP Settlement Class and are hereby excluded from the Settlement Class, are not bound by this Final Order and Judgment, and may not make any claim or receive any benefit from the Settlement, whether monetary or otherwise. Each Settlement Class

Member not appearing in Exhibit A is bound by this Final Order and Judgment and will remain forever bound.]

13. Distribution of the Net Settlement Fund to Settlement Class Members will be addressed by separate order upon further motion by EUPs.

14. Upon the Effective Date, and in accordance with the Settlement Agreement, the Settlement Class Released Parties shall be deemed to have, and by operation of this Final Order and Judgment, shall have fully, finally, and forever waived, released, relinquished, and discharged all Settlement Class Released Claims against all IFF Released Parties. The Settlement Class Released Parties are permanently enjoined and barred from instituting, commencing, or prosecuting any action or other proceeding asserting any Settlement Class Released Claims against any IFF Released Party. The release does not extend to the Non-Settling Defendants, who remain jointly and severally liable to the extent permitted by law. All terms of the release set forth in the Settlement Agreement, and the definitions associated therewith, are hereby incorporated into this Order. This Final Order and Judgment does not settle or compromise any claims by EUPs or the Settlement Class against any person or entity other than the IFF

Released Parties, and all rights against any other person or entity are specifically reserved.

15. The claims against IFF in the Consolidated Action are dismissed on the merits, with prejudice and in their entirety, and, except as provided in the Settlement Agreement, without costs or attorneys' fees.

16. No person shall bring any claim against IFF for contribution or indemnification (however denominated) for all or a portion of any amounts paid or awarded in the Consolidated Action by way of settlement, judgment, or otherwise.

17. Pursuant to Federal Rule of Civil Procedure 54(b), there is no just reason for delay, and the Court directs entry of this Final Order and Judgment forthwith as to IFF. This Final Order and Judgment shall be final.

18. The finality of this Final Order and Judgment shall not be affected by any order entered regarding EUPs' Motion for Reimbursement of Litigation Expenses Incurred to Date and Set-Aside for Future Litigation Expenses, any future application by Class Counsel for an award of attorneys' fees, or any Service Awards to the Settlement Class Representatives, each of which shall be considered separate from this Final Order and Judgment. Class Counsel's application for an award of

attorneys' fees will be made upon a future application with appropriate notice to the Class.

19. The Court shall retain continuing and exclusive jurisdiction over the Settlement and this Order, including the administration and consummation of the Settlement.

20. If the Settlement does not become final for any reason, this Final Order and Judgment shall be null and void, and the Parties shall be restored to their respective positions *ex ante* without prejudice to their rights, claims, or defenses and without admissions, as provided in the Settlement Agreement and Preliminary Approval Order.

BY THE COURT:

____

WILLIAM J. MARTINI, U.S.D.J.

EXHIBIT A

[Insert list of Court-approved opt-outs here.]