

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“the Agreement”) is made by and between Plaintiff Gerardo Garcia (“Plaintiff”), on behalf of themselves and other current and former aggrieved employees, on the one hand, and Defendant iHerb LLC (“Defendant”), on the other. The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the representative action alleging wage and hour violations against Defendant, styled *Gerardo Garcia v. iHerb LLC, et al.*, Los Angeles County Superior Court Case No. 22STCV05120, which Plaintiff initiated on February 10, 2022.
- 1.2. “Administrator” means APEX, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator shall be paid from the Gross Settlement Amount to reimburse it for its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt, hourly employee, who worked at least one pay period for Defendant at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession, including the Aggrieved Employee’s name, last known mailing address, Social Security number, and number of PAGA Pay Periods said person worked.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses, using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Fisher & Phillips, LLP.
- 1.9. “Effective Date” means the date the Court enters the Judgment.
- 1.10. “Enhancement Award” means the award that Plaintiff will apply for in the amount of \$10,000 for his work in prosecuting the Action and securing the Settlement, subject to the Court’s approval.
- 1.11. “Gross Settlement Amount” means One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00), which is the total amount Defendant agrees to pay in the Settlement. The Gross Settlement Amount shall be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Enhancement Award, and the Administration Expenses Payment.

- 1.12. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties, calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. "Judgment" means the judgment entered by the Court based upon an order granting final approval of the Settlement.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency identified in California Labor Code, section 2699, subd. (i).
- 1.15. "LWDA PAGA Payment" means 75% of the PAGA Penalties paid to the LWDA, pursuant to California Labor Code, section 2699, subd. (i).
- 1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (i) the PAGA Counsel Fees Payment; (ii) the PAGA Counsel Litigation Expenses Payment; (iii) the Enhancement Award; and (iv) the Administration Expenses Payment. The remaining funds are to be paid to the Aggrieved Employees as the Individual PAGA Payments.
- 1.17. "PAGA Counsel" means the Bradley/Grombacher LLP firm, the attorneys representing Plaintiff in the Action.
- 1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. "PAGA Notice" means Plaintiff's December 3, 2021 letter to Defendant and the LWDA, providing notice pursuant to California Labor Code, section 2699.3, subd. (a).
- 1.20. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.21. "PAGA Period" means the period from February 7, 2021, to August 14, 2024.
- 1.22. "PAGA" means the Private Attorneys General Act, codified at California Labor Code, section 2698, et seq.
- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated as 25% to the Aggrieved Employees and 75% to the LWDA in settlement of the Released PAGA Claims.
- 1.24. "Released PAGA Claims" means the claims being released by the Plaintiff Releasors, the Aggrieved Employee Releasors, and the PAGA Counsel Releasors, as described in Section 5, *infra*.
- 1.25. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.26. "Settlement" means the disposition of the Action effected by the Agreement and the Judgment.

2. **RECITALS.**

- 2.1. On February 7, 2021, Plaintiff commenced the Action. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged in the Action.
- 2.2. Pursuant to California Labor Code, section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On July 29, 2024, the Parties participated in a full-day mediation presided over by neutral Steve Pearl, which led to an agreement to settle the Action, on the terms set forth herein.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, pertinent documents and data pertaining to the Aggrieved Employees, so that the Parties could fully investigate the claims at issue and understand their strengths and weaknesses.
- 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are aware of one other pending matter or action asserting claims that will be extinguished or affected by the Settlement. This matter is styled *Patricia Morales v. iHerb, LLC, et al.*, San Diego County Superior Court Case No. 37-2024-00018529-CU-OE-CTL, initiated on April 18, 2024.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount: Defendant promises to pay One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00), and no more, as the Gross Settlement Amount. Defendant does not have any obligation to pay the Gross Settlement Amount, or any portion thereof, prior to the deadline stated in Section 4.4, *infra*. The Administrator shall disburse the entire Gross Settlement Amount, as set forth in Section 4.5, *infra*, without asking or requiring any of the Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount shall revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount: The Administrator shall make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in its order granting final approval of the Settlement:
 - 3.2.1. To Plaintiff: Plaintiff will apply for the Enhancement Award. Defendant will not oppose Plaintiff's request for the Enhancement Award. If the Court awards less than the Enhancement Award, the unawarded amount shall become part of the Gross Settlement Amount.
 - 3.2.2. To PAGA Counsel: Defendant shall not oppose requests by PAGA Counsel to approve payments for the PAGA Counsel Fees Payment, not to exceed one-third of the Gross Settlement Amount, and which is currently estimated to be in the amount of \$400,000.00, and the PAGA Counsel Litigation Expenses Payment, which shall not exceed \$20,000.00. Plaintiff and/or PAGA Counsel shall file an application or motion for the PAGA Counsel Fees Payment and the PAGA Litigation Expenses Payment. If the Court approves the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment in amounts less than those requested, the Administrator shall allocate the remaining funds to the Net Settlement Amount. The Released Parties shall not have any liability to PAGA Counsel or any other attorneys for Plaintiff arising from any claim to any portion

of the PAGA Counsel Fee Payment and/or the PAGA Counsel Litigation Expenses Payment. The Administrator shall pay the PAGA Counsel Fees Payment and the PAGA Counsel Expenses Payment using one or more IRS Forms 1099. PAGA Counsel assumes full responsibility and liability for any and all taxes that may be owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, holds the Released Parties harmless and indemnifies the Released Parties from, any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: The Administration Expenses Payment, not to exceed Six Thousand, Nine Hundred and Ninety-Nine Dollars and Zero Cents (\$6,990.00), except upon a showing of good cause and as approved by the Court. To the extent the expenses actually incurred by the Administrator are less than said amount, or the Court approves the Administration Expenses Payment in an amount less than said amount, the Administrator shall allocate the remaining funds to the Net Settlement Amount.

3.2.4. To the LWDA and the Aggrieved Employees: PAGA Penalties to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator shall calculate each of the Individual PAGA Payments by: (a) dividing the total amount of the Aggrieved Employees' collective 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods the Aggrieved Employees collectively worked during the PAGA Period; and (b) multiplying the resulting sum by the number of PAGA Pay Periods for the given Aggrieved Employee. The Aggrieved Employees assume full responsibility and liability for any taxes that may be owed on their Individual PAGA Payments.

3.2.4.2. The Administrator shall report the Individual PAGA Payments on IRS Forms 1099, to the extent required by law.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employees and Pay Period Estimates: Based on a review of its records as of July 29, 2024, Defendant estimates there were **793** Aggrieved Employees who worked a total of **86,000** PAGA Pay Periods.

4.2. Escalator Clause: The total number of PAGA Pay Periods from February 7, 2021 through July 29, 2024 was **86,000**. If the actual number of Pay Periods is more than 10.0% greater than 86,000, then the GSA shall be increased in proportion to the increase in Pay Periods above 10% (e.g., if the number of Pay Periods is 12.0% greater than 86,000 as of July 29, 2024, the GSA will be increased by 2.0%). Defendant shall solely be responsible for any increased amount in the GSA.

4.3. Aggrieved Employee Data: Within twenty (20) calendar days of approval by the Court of the stipulated settlement, Defendant shall deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator shall maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of the Settlement, and

for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who require access to the Aggrieved Employee Data to effect and perform as set forth in the Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and, if so, to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.4. Funding of the Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount by transmitting the sum of the Gross Settlement Amount to the Administrator no later than thirty (30) days after the Effective Date.
- 4.5. Payments from the Gross Settlement Amount: Within fifteen (15) days of Defendant's funding of the Gross Settlement Amount, the Administrator shall mail checks for all of the Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment, to the checks' respective addressees, as set forth herein. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede the initial disbursement of the Individual PAGA Payments.
 - 4.5.1. The Administrator shall issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator shall cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the respective recipients' mailing addresses using the National Change of Address Database.
 - 4.5.2. The Administrator shall conduct the Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undeliverable, without a United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail said check to the USPS forwarding address provided, or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take any further steps to deliver checks to any of the Aggrieved Employees whose re-mailed checks are returned as undeliverable. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, provided that the Aggrieved Employee requests same prior to the void date.
 - 4.5.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
 - 4.5.4. The payment of the Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in the Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff, the Aggrieved Employees, and PAGA Counsel shall release, and shall be deemed to have released, claims against the Released Parties as follows:

- 5.1. Plaintiff's Release: Plaintiff and his former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns ("the Plaintiff Releasers") generally release and discharge the Released Parties from all claims, transactions, or occurrences that occurred on or prior to the end of the PAGA Period, including, but not limited to, all claims for PAGA Penalties that were, or reasonably could have been, alleged based on the facts contained in the Actions and the PAGA Notices ("Plaintiff's Release"). The Plaintiff's Release does not extend to any claims or actions to enforce the Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now know or believe to be true but agree, nonetheless, that the Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.
- 5.2. Plaintiff's Waiver of Rights Under California Civil Code, Section 1542: For purposes of the Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code, section 1542, which reads:

"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."
- 5.3. Release by the Aggrieved Employees: All of the Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns ("the Aggrieved Employee Releasers"), the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts in the Action and PAGA Notice. This release specifically, but is not limited to, the release for PAGA Penalties of all provisions of the California Labor Code and IWC Order listed in either the notice and/or the operative complaint.
- 5.4. Release by PAGA Counsel: PAGA Counsel releases, on behalf of its present and former attorneys, employees, agents, successors and assigns ("the PAGA Counsel Releasers"), the Released Parties from all claims for attorneys' fees and expenses incurred to prosecute the Action, or incurred in relation to the Action or the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties shall jointly prepare and file an application or motion for approval of the Settlement, as follows:

- 6.1. Responsibilities of PAGA Counsel: PAGA Counsel will file the application or motion for approval of the Settlement in the Action. Within seven (7) days of approval of the Settlement, Plaintiff shall dismiss the Action, without prejudice.

- 6.2. Duty to Cooperate: If the Parties disagree on any aspect of the proposed application or motion for approval of the Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting and conferring in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of the Settlement or conditions its approval on any material change to the Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator: The Parties have jointly selected APEX to serve as the Administrator and have verified that, as a condition of appointment, APEX agrees to be bound by the Agreement and to perform, as a fiduciary, all duties specified in the Agreement in exchange for payment of the Administration Expenses. The Parties and their respective counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number: The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund: The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under United States Treasury Regulation section 468B-1.
- 7.4. Administrator Duties: The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in the Agreement or otherwise.

8. CONTINUING JURISDICTION OF THE COURT.

The Parties agree that, after entry of the Judgment, the Court shall retain jurisdiction over the Parties, the Action, and the Settlement, solely for the purposes of: (i) enforcing the Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9. ADDITIONAL PROVISIONS.

- 9.1 No Admission of Liability or Representative Manageability for Other Purposes: The Agreement represents a compromise and settlement of highly disputed claims. Nothing in the Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted, nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of the Settlement only. If, for any reason, the Court does not approve the Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, the Agreement, and the Parties' willingness to settle the Action will not have any bearing

on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and the Agreement).

- 9.2 Integrated Agreement: Upon execution by the Parties and their counsel, the Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 9.3 Attorney Authorization: PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to the Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of the Agreement, including any amendments to the Agreement.
- 9.4 Cooperation: The Parties and their counsel shall cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things and as may be necessary, modifying the Agreement, submitting supplemental evidence, and/or supplementing points and authorities as may be requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties shall seek the assistance of a mediator and/or the Court for resolution.
- 9.5 No Prior Assignments: The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by any of the Parties to the Agreement.
- 9.6 No Tax Advice: Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in the Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R., Part 10, as amended), or otherwise.
- 9.7 Modification of Agreement: The Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by the Parties or their representatives, and approved by the Court.
- 9.8 Agreement Binding on Successors: The Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.9 Applicable Law: All terms and conditions of the Agreement and its exhibits shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 9.10 Cooperation in Drafting: The Parties have cooperated in the drafting and preparation of the Agreement. The Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting of the Agreement.
- 9.11 Confidentiality: To the extent permitted by law, all agreements made and orders entered during the Action and in the Agreement relating to the confidentiality of information shall survive the execution of the Agreement.

- 9.12 Use and Return of the Aggrieved Employee Data: Information provided to PAGA Counsel pursuant to California Evidence Code, section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the Administrator discharges its obligations to pay out all settlement funds, Plaintiff shall destroy all paper and electronic versions of the Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all settlement funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of the Aggrieved Employee Data.
- 9.13 Headings: The descriptive heading of any section or paragraph of the Agreement is inserted for convenience of reference only and does not constitute a part of the Agreement.
- 9.14 Calendar Days: Unless otherwise noted, all reference to "days" in the Agreement shall be to calendar days. In the event any date or deadline set forth in the Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.15 Notice: All notices, demands, or other communications between the Parties in connection with the Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

BRADLEY/GROMBACHER LLP

Marcus J. Bradley
mbradley@bradleygrombacher.com
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Tel.: (805) 270-7100

To Defendant:

FISHER & PHILLIPS

Lonnie D. Giamela
lgiamela@shierphillips.com
Lilit Vardanian
lvardanian@fisherphillips.com
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Tel.: (213) 330-4500
Fax: (213) 330-4501

- 9.16 Execution in Counterparts: The Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email, which for purposes of the Agreement shall be accepted as and constitute an original. All executed counterparts and each of them shall be deemed to be one and the same instrument if counsel for the Parties exchange between themselves the signed counterparts. Any executed counterpart will be admissible

in evidence to prove the existence and contents of the Agreement.

- 9.17 Stay of Litigation: The Parties agree that upon the execution of the Agreement, the Action shall be stayed, except to effectuate the terms of the Agreement. The Parties further agree upon the execution of the Agreement, pursuant to California Code of Civil Procedure, section 583.330, the date to bring a case to trial under California Code of Civil Procedure, section 583.310, shall be extended for the entire period of the settlement process as set forth in the Agreement.

FOR PLAINTIFF GERARDO GARCIA:

Dated: 9/18/2024

DocuSigned by:
Gerardo Garcia
A5AE2337A1F0445
By: _____
Gerardo Garcia

Dated: 9/19/2024

By: Marcus J. Bradley
Marcus J. Bradley
Counsel for Plaintiff Gerardo Garcia

FOR DEFENDANT IHERB LLC:

Dated: 10/08/2024

By: Clarice Hovsepian
Clarice Hovsepian, Chief Legal Officer
On Behalf of iHerb LLC

Dated: 10/08/2024

By: Lonnie D. Giamela
Lonnie D. Giamela
Counsel for Defendant iHerb LLC