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ALEX ORTIZ and SAVANNAH RHUE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ISMAEL MERCADO and SAVANNAH
RHUE, individually and on behalf of others
similarly situated,

Plaintiffs,

vs.

NATURAL ALTERNATIVES
INTERNATIONAL, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No.: 37-2023-00052115-CU-OE-CTL
(Consolidated with Case No. 24CU008031C)

Honorable Blaine K. Bowman
Department SD-74

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 20, 2026
Time: 8:30 a.m.
Dept.: SD-74

Complaint Filed: December 1, 2023
Trial Date: Not Set

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[PROPOSED] ORDER

On February 20, 2026 at 8:30 a.m. in Department SD-74 of the above-captioned Court located at 330 West Broadway, San Diego, California 92101, pursuant to California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, Plaintiffs Ismael Mercado, Savannah Rhue, and Alex Ortiz (“Plaintiffs”) will and hereby do move the Court for an Order granting preliminary approval of the proposed class action and PAGA settlement between Plaintiffs and Defendant Natural Alternatives International, Inc. (“Defendant”).

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 2 to the Declaration of Annabel Blanchard in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court’s determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys’ Fees and Costs, Enhancement Payments, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the

1 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could
2 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
3 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
4 awards made available to the Settlement Class Members and PAGA Employees are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues and are consistent with the requirements of California Labor Code §
7 2699(1)(2)).

8 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
9 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
10 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
11 (b) common questions of law and fact predominate, and there is a well-defined community of interest
12 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs’
13 claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately
14 protect the interests of the members of the Class; (e) a class action is superior to other available
15 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
16 counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

17 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
18 follows:

19 All current and former hourly-paid and/or non-exempt employees who worked for
20 Defendant in the State of California at any time during the Class Period.

21 (The Class Period is defined as the period from January 1, 2019 through September
22 3, 2025.)

22 7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke,
23 Danielle L. GruppChang, P.J. Van Ert, Melissa Rodriguez, and Annabel Blanchard of Blackstone Law,
24 APC as counsel for the Class (“Class Counsel”).

25 8. The Court provisionally appoints Plaintiffs Ismael Mercado, Savannah Rhue, and Alex
26 Ortiz as the representatives of the Class (“Class Representatives”).

27 9. The Court provisionally appoints Apex Class Action to handle the administration of
28 the Settlement (“Settlement Administrator”).

1 10. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide
2 the Settlement Administrator with the Class List in conformity with the Settlement Agreement. The
3 Class List shall be formatted in a readable Microsoft Office Excel spreadsheet containing the following
4 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security
5 number; (4) dates worked for Defendant as an hourly-paid and/or non-exempt employee during the
6 Class Period; and (5) such other information as is necessary for the Settlement Administrator to
7 calculate Workweeks and Pay Periods.

8 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
9 (“Class Notice”), substantially in the form attached hereto as **Exhibit 1**. The Class Notice shall be
10 provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that
11 the Class Notice appears to fully and accurately inform the Class Members of all material elements of
12 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
13 Request for Exclusion, of Class Members’ right to dispute the Workweeks and/or Pay Periods credited
14 to each of them by submitting a Dispute, and of each Settlement Class Member’s right and opportunity
15 to object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.
16 The Court further finds that distribution of the Class Notice substantially in the manner and form set
17 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
18 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient
19 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the
20 Class Notice by First-Class U.S. Mail to all Class Members within seven (7) calendar days of receipt
21 of the Class List, pursuant to the terms set forth in the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
25 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
26 before the Response Deadline, which is the date that is sixty (60) calendar days from the initial mailing
27 of the Class Notice by the Settlement Administrator to Class Members, or, in the case of a re-mailed
28 Class Notice, the Response Deadline shall be extended fourteen (14) calendar days from the original

1 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
2 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
3 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
4 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual
5 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who do
6 not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound
7 by the Settlement Agreement and any final judgment based thereon.

8 13. A Final Approval Hearing shall be held before this Court on
9 _____ at _____ a.m./p.m. in Department SD-74 of the San Diego
10 County Superior Court, located at 330 West Broadway, San Diego, California 92101, to determine all
11 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
12 on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should
13 be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered
14 herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate,
15 and reasonable to the Class Members and PAGA Employees; and determine whether to approve the
16 requests for the Attorneys' Fees and Costs, Enhancement Payments, Settlement Administration Costs,
17 and allocation for the PAGA Amount.

18 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
19 Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along with the
20 appropriate declarations and supporting evidence, including the Settlement Administrator's
21 declaration, by _____, to be heard at the Final Approval Hearing.

22 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice
23 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
24 Objection must be signed and must contain the information that is required, as set forth in the Class
25 Notice, including and not limited to the grounds for the objection. Settlement Class Members,
26 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
27 regardless of whether they have submitted a Notice of Objection.

28 16. In the event the Settlement does not become effective in accordance with the terms of

1 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
2 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
3 the parties shall revert back to their respective positions as of before entering into the Settlement
4 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
5 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

6 17. The Court reserves the right to adjourn or continue the date of the Final Approval
7 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
8 Members and retains jurisdiction to consider all further applications arising out of or connected with
9 the Settlement.

10 **IT IS SO ORDERED.**

11 Dated: _____

Honorable Blaine K. Bowman,
Judge of the Superior Court

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EXHIBIT 1

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1 payroll records, and failure to reimburse for all business-related expenses. On August 26, 2024, Plaintiff Ortiz
2 filed a Complaint under the Private Attorneys General Act (“PAGA”), Cal. Labor Code §§ 2698 *et seq.* entitled
3 *Alex Ortiz v. Natural Alternatives International, Inc.*, San Diego County Superior Court Case No.
24CU008031C, which alleged one cause of action under the PAGA against Defendant based on all of the
allegations made in the PAGA Letter.

4 At the Parties’ September 5, 2025, case management conference, the Court consolidated the Class Action and
5 PAGA Action (collectively referred to as the “Action”), with the consolidated case taking the Class Action Case
6 No. 37-2023-00082116-CU-0E-CTL. The allegations in the Class Action Complaint and the allegations in the
7 PAGA Action Complaint are herein collectively referred to as the “Operative Complaint.” Plaintiffs contend
8 that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks (or
9 associated premiums in lieu thereof), timely pay wages during employment and upon termination of employment
and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and
also alleges that Defendant thereby engaged in unfair business practices in violation of the California Business
and Professions Code section 17200, *et seq.*, and that such conduct also gives rise to penalties under PAGA.
Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed
business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

10 Defendant denies all of the allegations in the Action or that it violated any law.

11 This case has been actively litigated since it was filed. There have been on-going investigations, and there has
12 been an exchange of extensive documentation and information. The Parties participated in mediation with a
13 respected class action mediator, and as a result, the Parties reached a class-wide and PAGA settlement. The
14 Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or
“Settlement Agreement”).

15 On [date of preliminary approval], the Court entered an order preliminarily approving the Settlement. The Court
16 has appointed Apex Class Action Administration as the administrator of the Settlement (“Settlement
Administrator”), Plaintiffs Rhue, Mercado, and Ortiz as representative of the Class, and the following Plaintiffs’
attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle GruppChang
P.J. Van Ert
Melissa Rodriguez
Annabel Blanchard

Blackstone Law, APC

8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

17 If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you
18 have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an
19 Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay
20 Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a
21 PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have
22 the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound
23 to the PAGA Settlement if the Court grants final approval of the Settlement.

24 The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is
25 intended or will be construed as an admission by Defendant that the claims in the Action have merit or that
26 Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and
27 their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of
28

continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Two Hundred and Fifty Thousand Dollars and Zero Cents (\$1,250,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed Four Hundred Thirty-Seven Thousand and Five Hundred Dollars and Zero Cents (\$437,500.00) (thirty-five percent of the Gross Settlement Amount), and reimbursement of litigation costs and expenses, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff (for a total of \$30,000.00) for their services in the Action; (3) the amount of Fifty Thousand Dollars (\$50,000.00) allocated toward civil penalties under PAGA (“PAGA Amount”), of which the LWDA will be paid 65% (\$32,500.00) (“LWDA Payment”) and the remaining 35% (\$17,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated ten percent (10%) as wages, which will be reported on an IRS Form W-2, and ninety percent (90%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the**

1 Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled
2 to under the Settlement.

3 **B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records**

4 According to Defendant's records:

- 5 • From January 1, 2019, through September 3, 2025 (i.e., the Class Period), you are credited
6 as having worked [REDACTED] Workweeks.
- 7 • From June 21, 2023, through September 3, 2025 (i.e., the PAGA Period), you are credited
8 as having worked [REDACTED] Pay Periods.

9 If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in
10 writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number
11 of the Action (entitled *Ismael Mercado et. al v. Natural Alternatives International, Inc.*, Case No. 37-2023-
12 00052115-CU-0E-CTL); (b) contain your full name, signature, address, telephone number, and the last four (4)
13 digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay
14 Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement
15 Administrator at the specified address listed in Section IV.B below, postmarked on or before [Response
16 Deadline].

17 **C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if
18 applicable)**

19 As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable)
20 is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

21 **Under the terms of the Settlement, your Individual Settlement Share is estimated to be
22 \$[REDACTED]. The Individual Settlement Share is subject to reduction for the employee's
23 share of taxes and withholdings with respect to the wages portion of the Individual
24 Settlement Share and will only be distributed if the Court approves the Settlement and
25 after the Settlement goes into effect.**

26 **Under the terms of the Settlement, your Individual PAGA Payment is estimated to be
27 \$[REDACTED] and will only be distributed if the Court approves the Settlement and after the
28 Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual
PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual
Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class
Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with
respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever
released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA
Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably
alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall
specifically include claims for Defendant's alleged failure to pay overtime, double time, and minimum wages,
failure to provide compliant meal and rest periods and associated premium payments, including second meal
periods, failure to pay wages of any kind during employment or due at separation, off-the-clock work, failure
to provide accurate wage statements and maintain accurate payroll records, unfair competition, unfair business

practices, unlawful business practices, fraudulent business practices, working conditions and compensation arrangements, and failure to reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from, or that could reasonably arise from, any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” shall collectively mean: (i) Defendant Natural Alternatives International, Inc.; (ii) each of Defendant’s respective past, present and future parents, subsidiaries and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with Defendant; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, member, partner, manager, contractor, agent, consultant, representative, administrator, fiduciary, benefit plan, transferee, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed Thirty Five Percent (35%) of the Gross Settlement Amount (*i.e.*, \$437,500.00 if the Gross Settlement Amount is \$1,250,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiffs

Plaintiffs will seek the amount of Ten Thousand Dollars (\$10,000.00) to each Plaintiff (“Enhancement Payment(s)”), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Settlement Payment and Individual PAGA Payment that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and will be issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above. If the number of individuals excluding themselves from the Class Settlement exceeds 10% of the class, Defendant may have the option to terminate the settlement, which decision will be made at least ten (10) calendar days prior to final approval of the Settlement.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and will be issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered into by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

Apex Class Action Administration

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Ismael Mercado et. al v. Natural Alternatives International, Inc.* Case No. 37-2023-00052115-CU-0E-CTL); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Ismael Mercado et. al v. Natural Alternatives International, Inc.*, Case No. 37-2023-00052115-CU-0E-CTL); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

1 **V. FINAL APPROVAL HEARING**

2 The Court will hold a Final Approval Hearing in Department C-74 of the San Diego County Superior Court,
3 located at 330 W Broadway, San Diego, California 92101, on [date], at [time], to determine whether the
4 Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve
5 and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiffs, and Settlement
6 Administration Costs to the Settlement Administrator.

7 The Final Approval Hearing may be continued without further notice to the Class Members and PAGA
8 Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you
9 wish to.

10 **VI. ADDITIONAL INFORMATION**

11 The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the
12 Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on
13 file with the Court.

14 You may view the Settlement Agreement and other documents filed in the Action by visiting lacourt.org

15 You may also visit the Settlement Administrator's website at [REDACTED] for key documents in the Action.

16 **PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR**
17 **INFORMATION REGARDING THIS SETTLEMENT.**

18 **IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT**
19 **THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS**
20 **COUNSEL.**