

UNITED STATES DISTRICT COURT, DISTRICT OF NEW JERSEY

**If you purchased a Lotrimin or Tinactin product covered by Bayer's
October 2021 recall (which includes products purchased from
September 2018 to October 2021),**

You Could Get a Cash Payment From a Settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

**READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER
YOU ACT OR DO NOT ACT.**

- There is a proposed settlement ("Proposed Settlement") in a class action lawsuit that claims Defendants Aeropres Corporation ("Aeropres"), Aux Sable Liquid Products LP ("Aux Sable"), Bayer HealthCare LLC and Bayer U.S. LLC (collectively, "Bayer"), Beiersdorf Inc., Beiersdorf North America, Inc., and Beiersdorf Manufacturing LLC (collectively, "Beiersdorf"), and BP Energy Company ("BP"), violated state laws regarding the manufacturing, labeling, sale and marketing of certain Bayer Products (*see* Question 2, below). Defendants deny they did anything wrong and deny all of the claims made in this lawsuit. The Court did not rule in favor of either party. Instead, the Parties agreed to a Proposed Settlement in order to avoid the expense and risks of continuing the lawsuit. For instructions on how to obtain the Proposed Settlement Agreement, please see www.antifungalspraysettlement.com.
- Anyone in the United States who purchased a Bayer Product beginning no earlier than November 16, 2015 is affected by the Proposed Settlement. A "Bayer Product" includes a Lotrimin and Tinactin spray product used to treat athlete's foot, ringworm, and other fungal infections that were subject to Bayer's October 2021 recall (specifically, all Lotrimin® and Tinactin® spray products with lot numbers beginning with TN, CV, or NAA, distributed between September 2018 and September 2021).
- Eligible purchasers of a Bayer Product during the time period set forth above—which include those that purchased Lotrimin® Anti-Fungal (AF) Athlete's Foot Powder Spray, Lotrimin® Anti-Fungal Jock Itch (AFJI) Athlete's Foot Powder Spray, Lotrimin® Anti-Fungal (AF) Athlete's Foot Deodorant Powder Spray, Lotrimin® AF Athlete's Foot Liquid Spray, Lotrimin® AF Athlete's Foot Daily Prevention Deodorant Powder Spray, Tinactin® Jock Itch (JI) Powder Spray, Tinactin® Athlete's Foot Deodorant Powder Spray, or Tinactin® Athlete's Foot Powder Spray—may be entitled to a Proof-of-Purchase Payment equal to the eligible Bayer Product's purchase price as reflected in the Proof of Purchase and excluding taxes or, in the absence of Proof-of-Purchase, payment of \$7 each for up to 3 Bayer Product unit(s) purchased within the Settlement Class Period (with a maximum of three No Proof-of-Purchase payments per household). You may only elect to submit a proof of purchase claim or a no proof of purchase claim. You may not submit both. The amount of these payments is subject to *pro rata* increase, or decrease based on the number of claims received. Payments may also be reduced if you or a member of your household already received compensation through Bayer's Recall Program for the Bayer Products.
- The Proposed Settlement will provide: (1) cash payments to eligible Settlement Class Members who make claims, (2) the costs of notice and administration, (3) an incentive award to the Settlement Class Representatives, if approved by the Court, and (4) attorneys' fees and expenses to Settlement Class Counsel if approved by the Court.
- Your legal rights are affected whether you act or not. **Read this Notice carefully because it explains decisions you must make and actions you must take now.**

QUESTIONS? Visit www.antifungalspraysettlement.com or call 1-877-434-3068 toll free.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT	
DO NOTHING	Get no cash payment. Give up your rights to sue Defendants regarding any of the claims at issue in this case.
SUBMIT A CLAIM FORM	Receive a cash payment if a valid claim form is submitted by March 11, 2026 (<i>see</i> Question 12).
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	Receive no cash payment but keep the right to participate in another lawsuit against Defendants about the claims and products at issue in this case. You must send in a written request to be excluded by March 11, 2026 in order to be excluded (<i>see</i> Question 15).
OBJECT TO THE PROPOSED SETTLEMENT	You can write to the Court by March 11, 2026 to explain why you think the Proposed Settlement is not fair or reasonable or that it is otherwise improper (<i>see</i> Question 18).
GO TO A HEARING	If you file a written objection, you can ask by March 11, 2026 to speak before the Court about the fairness of the Proposed Settlement (<i>see</i> Question 24). Even if you do not wish to object, you can still appear at the hearing by filing a Notice of Appearance by March 11, 2026 .

- These rights and options—and the deadlines to exercise them—are explained in this Notice. The deadlines may be moved, cancelled or otherwise modified. Consult the Settlement Website at www.antifungalspraysettlement.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to finally approve the Proposed Settlement. If the Proposed Settlement is approved by the Court, processing claims will take several months. Please be patient. If you do not exclude yourself, the Proposed Settlement (if approved) will release certain claims and will affect your right to start or continue any other lawsuit or proceeding involving the Products. The release is set forth in the Proposed Settlement Agreement, available at www.antifungalspraysettlement.com. It has been reprinted in full below (*see* Question 10).

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BASIC INFORMATION

1. Why was this Notice issued?

The Court ordered that this Notice be given because all persons residing in the United States who purchased a Bayer Product (see Question 6) beginning no earlier than November 16, 2015 have the right to know about the Proposed Settlement of a class action lawsuit, and about their rights and options, before the Court decides whether to finally approve the Proposed Settlement. You can follow the progress of the Proposed Settlement on the Settlement Website.

This Notice explains: (1) this lawsuit, (2) the Proposed Settlement, (3) your legal rights, (4) what Benefits are available, (5) who is eligible for what Benefits under the Proposed Settlement, (6) how to get a Benefit, and (7) other important information.

Information about the Proposed Settlement is summarized below. The Settlement Agreement, available on the Settlement Website (www.antifungalspraysettlement.com), gives greater detail on the rights and duties of the Parties and Settlement Class Members.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

2. What is this lawsuit about?

The individuals who sued are called the "Plaintiffs." Aeropres Corporation ("**Aeropres**"), Aux Sable Liquid Products LP ("**Aux Sable**"), Bayer HealthCare LLC and Bayer U.S. LLC (collectively, "**Bayer**"), Beiersdorf Inc., Beiersdorf North America, Inc., and Beiersdorf Manufacturing LLC (collectively, "**Beiersdorf**"), and BP Energy Company ("**BP**") are the "Defendants." Together they are the "Parties." This lawsuit concerns claims that Defendants violated certain state laws and consumer protection statutes in connection with the sale, advertising, marketing, labeling, distribution, and manufacturing of the Bayer Products. The lawsuit alleged that the sale, labeling and marketing of the Bayer Products were improper because certain Bayer Products sold in the United States were contaminated with benzene. Defendants deny all of these claims.

The Court in charge of this lawsuit is the United States District Court for the District of New Jersey. The case is known as *Huertas et al. v. Aeropres Corp., et al.*, Case No, 2:21-cv-20021.

Information about the Proposed Settlement is summarized in this Notice. More detail is provided in the Settlement Agreement and other documents, all available at www.antifungalspraysettlement.com.

3. What is a class action?

In a class action, one or more people called "named plaintiffs" or "class representatives" sue on behalf of themselves and other people whom they believe to have similar claims. Together, all of these people are referred to as the "Class." A court resolves the claims of the entire Class in a class action, except for those who exclude themselves from the Class (see Question 15). To determine whether you are a member of the Class covered by the Proposed Settlement (the "Settlement Class"), see Question 5.

4. Why is there a Proposed Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides have agreed to the Proposed Settlement. By agreeing to the Proposed Settlement, and if the Proposed Settlement is approved by the Court, they avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this Notice. The Proposed Settlement does not mean that any law was broken or that Defendants did anything wrong, or that the Plaintiffs and the Settlement Class would or would not win their case if it were to go to trial. The Parties believe that the Proposed Settlement is fair, reasonable, and adequate and will provide a substantial benefit to the Settlement Class.

WHO IS PART OF THE PROPOSED SETTLEMENT?

5. Am I part of the Settlement Class?

You are a member of the Settlement Class ("Settlement Class Member") if:

- You are in the United States; and

QUESTIONS? Visit www.antifungalspraysettlement.com or call 1-877-434-3068 toll free.

- You purchased one or more of the Bayer Products described in Question 6 in the United States beginning no earlier than November 16, 2015.

You are NOT a member of the Settlement Class if:

- You are an officer or director of Defendants, their parents, subsidiaries, affiliated companies, or any entity in which they have a controlling interest;
- You never used a Bayer Product but instead only purchased the Bayer Product(s) exclusively for the purpose of reselling the Bayer Product(s) to a consumer;
- You are a judge (or a staff member or immediate family of a judge) assigned to hear any aspect of the litigation;
- You are Settlement Class Counsel, or a member of their staff or immediate family; or
- You timely and properly exclude yourself from the Settlement Class (*see* Question 15).

6. Which Products are included in the Proposed Settlement?

Anyone in the United States who purchased a Bayer Product beginning no earlier than November 16, 2015 is affected by the Proposed Settlement. The eligible products (“Bayer Products”) are the Lotrimin and Tinactin spray products listed below used to treat athlete’s foot, ringworm, and other fungal infections that were subject to Bayer’s October 2021 recall (specifically, all Lotrimin and Tinactin spray products with lot numbers beginning with TN, CV, or NAA, distributed between September 2018 and September 2021):

- Lotrimin® Anti-Fungal (AF) Athlete’s Foot Powder Spray
- Lotrimin® Anti-Fungal Jock Itch (AFJI) Athlete’s Foot Powder Spray
- Lotrimin® Anti-Fungal (AF) Athlete’s Foot Deodorant Powder Spray
- Lotrimin® AF Athlete’s Foot Liquid Spray
- Lotrimin® AF Athlete’s Foot Daily Prevention Deodorant Powder Spray
- Tinactin® Jock Itch (JI) Powder Spray
- Tinactin® Athlete’s Foot Deodorant Powder Spray
- Tinactin® Athlete’s Foot Powder Spray
- Tinactin® Athlete’s Foot Liquid Spray

7. What if I’m not sure if the Proposed Settlement includes me?

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Proposed Settlement, visit the Settlement Website, www.antifungalspraysettlement.com, or call the toll-free number, 1-877-434-3068. You may also send questions to the Settlement Administrator via email at info@antifungalspraysettlement.com or via U.S. Mail at Rust Consulting, Inc. - 9111, PO Box 2661, Faribault, MN 55021-9661.

THE PROPOSED SETTLEMENT BENEFITS –WHAT YOU CAN GET

8. What does the Proposed Settlement provide?

If the Proposed Settlement is approved and becomes final, it will provide benefits (“Benefits”) to Settlement Class Members. Defendants will (i) provide cash payments to those eligible Settlement Class Members who purchased eligible Bayer Products and file a valid claim by submitting a claim form (*see* Question 12), (ii) pay for the costs associated with this Notice and administration of the Proposed Settlement, (iii) pay attorneys’ fees and expenses for Settlement Class Counsel if awarded by the Court (*see* Question 21), and (iv) pay an incentive award to the Settlement Class Representatives if awarded by the Court (*see* Question 21).

9. What can I get from the Proposed Settlement?

If you purchased any of the Bayer Products listed in response to Question 6 and you submit a timely and valid claim form, you will receive a Cash Payment as follows:

QUESTIONS? Visit www.antifungalspraysettlement.com or call 1-877-434-3068 toll free.

Proof-of-Purchase Payment. Settlement Class Members who submit a timely and valid Claim Form and provide a timely and valid Proof of Purchase showing their actual purchase(s) during the Class Period of one or more Bayer Products will receive a Proof-of-Purchase Payment in the amount of purchase price excluding sales tax for each Proof of Purchase reflected on the Proof of Purchase documents submitted as subject to the exceptions noted below.

No Proof-of-Purchase Payment. Settlement Class Members who do not provide a valid and timely Proof of Purchase showing their actual purchase(s) during the Class Period of one or more Bayer Products, but who submit a timely and valid Claim Form attesting under penalty of perjury that they purchased during the Class Period one or more Bayer Products, will receive \$7 per Bayer Product claimed on the Claim Form as subject to the exceptions noted below. The total number of No Proof-of-Purchase Payments claimed may not exceed three total units per household.

You may only elect to submit a Proof-of-Purchase claim or a No Proof-of-Purchase claim. You may not submit both.

Pro Rata Distribution for Insufficient or Excess Settlement Funds. The Settlement Administrator will calculate the total of Proof-of-Purchase Payments and No Proof-of-Purchase Payments payable to Settlement Class Members. If the Net Settlement Fund is insufficient to cover all Proof-of-Purchase Payments and No Proof-of-Purchase Payments payable to Settlement Class Members, the Settlement Administrator will distribute the Net Settlement Fund by reducing the payments to Settlement Class Members on a *pro rata* basis. If the Net Settlement Fund contains excess funds after the calculation is performed, then the Net Settlement Fund shall be distributed on a *pro rata* basis to increase the payments to which Settlement Class Members would otherwise be entitled.

Offset for Participation in the Recall Program. If you or a member of your household submitted a claim as part of Bayer's Recall Program, and that claim was approved, then any monetary payment you may receive through this Settlement will be reduced by the amount you received through the Recall Program (provided that the payment shall not be reduced below \$0.00). If, however, you or a member of your household already received three payments under Bayer's Recall Program, and attest on a Claim Form under penalty of perjury that you purchased additional Bayer Products during the Class Period, you may be eligible for one No-Proof-of-Purchase Payment.

10. What am I giving up if I stay in the Settlement Class?

Unless you affirmatively exclude yourself from the Proposed Settlement in writing, you can't sue Defendants or be part of any other lawsuit against Defendants or other "Released Parties" about the issues in this case. Unless you exclude yourself, all of the decisions by the Court will be binding on you. The Settlement Agreement is available at www.antifungalspraysettlement.com and describes in detail the claims that you give up if you remain in the Settlement Class.

If you do not affirmatively request exclusion from (*i.e.*, "opt out" of) the Settlement Class and otherwise satisfy the requirements in Question 5, you become a Settlement Class Member and you will automatically release Defendants and other Released Parties from any claims set forth below and will give up your rights to pursue or continue any action against Defendants and other Released Parties relating to the Bayer Products and the claims at issue in this lawsuit. This is true even if you learn facts that are other or different from what is known now about the Bayer Products at issue. **The definition of "Released Claims" from the Proposed Settlement Agreement is copied below. Please read it carefully.**

As used herein, the term "**Released Claims**" means any and all Claims (including but not limited to any and all Claims in the Litigation or otherwise asserted in any case ever) that any Settlement Class Representative or any Settlement Class Member ever had, now has, or may have in the future, whether asserted by such Settlement Class Representative or Settlement Class Member, or asserted on their behalf by a third party (including Claims brought on behalf of the general public of the United States or of a particular state, district, or territory therein), arising out of or in any way relating to conduct occurring on or before the date of entry of the Preliminary Approval Order, relating to (a) the purchase or use of any of the Bayer Products, including all of the products identified in any Complaint in this Litigation; (b) any of the alleged violations of the Federal Food, Drug, and Cosmetics Act, FDA regulations, or FDA guidelines cited in any Complaint in this Litigation; (c) any of the marketing representations about the Bayer Products identified in any Complaint in this Litigation, including but not limited to the failure to disclose the presence of benzene in any Bayer Products; (d) any claims for any acts or omissions that were raised or could have been raised within the scope of the facts asserted in any Complaint in this Litigation; or (e) any event, matter, dispute, or thing that in whole or in part, directly or indirectly, relates to or arises out of said events specified in (a), (b), (c), or (d) of this paragraph. For the avoidance of doubt, the Released Claims do not include Claims for personal injury.

Settlement Class Members who have opted out of the Settlement are not releasing their claims and will not obtain any Benefit from the Settlement.

QUESTIONS? Visit www.antifungalspraysettlement.com or call 1-877-434-3068 toll free.

11. When will I get my Payment, if any?

Eligible Settlement Class Members who submit claims that are determined to be valid by the Settlement Administrator will receive their Payments only after the Court grants final approval to the Proposed Settlement and after any appeals (*i.e.*, legal challenges to the Proposed Settlement) are resolved (*see* “The Court’s Final Approval Hearing” and Questions 22-24 below). If there are appeals, resolving them can take time. Please be patient.

HOW TO RECEIVE A BENEFIT

12. How can I get a Payment?

If you are a member of the Settlement Class and want to receive a Payment under the Proposed Settlement, you must submit a claim form. You may obtain and print a claim form and other relevant documents by visiting www.antifungalspraysettlement.com. Please read the instructions carefully and fill out the claim form completely and accurately. Claim forms can be submitted electronically or by mail.

Your claim form must be submitted electronically at www.antifungalspraysettlement.com no later than 11:59 p.m. Hawaii-Aleutian Standard Time on **March 11, 2026** or by mail postmarked no later than **March 11, 2026** and addressed to:

Antifungal Spray Settlement Administrator
c/o Rust Consulting, Inc. - 9111
PO Box 2661
Faribault, MN 55021-9661

13. What is the claim process?

The Settlement Administrator will review each claim form. If a claim is deemed to be valid, you will receive payment for that claim in accordance with the terms of the Proposed Settlement. All Claim Forms that the Settlement Administrator deems invalid or untimely shall be identified and presented to the Parties, who shall meet and confer over the validity and timeliness of any Claim Form. If the Parties cannot agree whether a Claim Form is valid and timely, then the Settlement Administrator shall determine whether a Claim Form is valid and timely. Any challenge to the Settlement Administrator’s determination that a Claim Form is invalid or untimely must be presented to the Court in time for such challenge to be resolved at the Final Approval Hearing; otherwise, the Claim Form shall be deemed invalid.

The Court will hold a Final Approval Hearing on **May 13, 2026 at 9:30 a.m.** to decide whether or not to approve the Proposed Settlement. The Court must finally approve the Proposed Settlement before any payments can be made. The Court will grant approval only if it finds that the Proposed Settlement is fair, adequate, and reasonable. (*See* Questions 22-24 for more information on the Final Approval Hearing.)

In addition, the Court’s order approving the Proposed Settlement may be subject to further legal challenges, or appeals. It is always uncertain whether these appeals can be resolved in favor of the Proposed Settlement, and resolving them takes time. Finally, there remains a possibility that this Proposed Settlement may be terminated for other reasons.

Everyone who submits a claim form can be informed of the progress of the Proposed Settlement by contacting the Settlement Administrator, Settlement Class Counsel, or by visiting www.antifungalspraysettlement.com. Please be patient. The Settlement Administrator will begin to process approved claims no later than ninety (90) days after the Proposed Settlement is approved by the Court and becomes final.

14. What if I do nothing?

If you fall within the definition set forth in the response to Question 5 and you do nothing, you will still be bound by the Court’s decisions and the Proposed Settlement’s “Release and Waiver of Claims” (*see* Question 10). You will give up (or “release”) all claims that have been made and all related claims that could have been made in this lawsuit (this means that you are agreeing to fully, finally and forever release, relinquish, and discharge all Released Claims against the Released Parties, as set forth above in response to Question 10). To receive a cash payment, you must complete and submit a claim form on or before **March 11, 2026** (*see* Question 12).

Unless you affirmatively exclude yourself from (*i.e.*, “opt out” of) the Settlement Class, if the Proposed Settlement is approved, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the claims asserted in this lawsuit ever again, regardless of whether you submit a claim form.

The Settlement Agreement describes the Released Claims in more detail, so please read it carefully. If you have any questions, you can contact the lawyers listed in Question 20 for free to discuss, or you can talk to another lawyer of your own choosing if you have questions about what this means.

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

15. How can I opt out of the Proposed Settlement?

If you don’t want to be bound by the Proposed Settlement, and you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself (*i.e.*, “opting out”) of the Settlement Class.

To exclude yourself from the Settlement Class, you must send by U.S. mail a letter or other written request to the Settlement Administrator. You may not opt out electronically. Your request must include all of the following:

1. Your full name, phone number, and current address;
2. A clear statement that you wish to be excluded from the Settlement Class;
3. The case name and case number (*Huertas et al. v. Aeropres Corp., et al.*, Case No. 2:21-cv-20021); and
4. Your signature.

Please write “**EXCLUSION REQUEST**” on the lower left-hand corner of the front of the envelope.

Your exclusion request must be postmarked no later than **March 11, 2026**. Send your request to:

Antifungal Spray Settlement Administrator
c/o Rust Consulting, Inc. - 9111
PO Box 2661
Faribault, MN 55021-9661

16. If I exclude myself, can I still get a Payment?

No. You will not get a Payment if you exclude yourself from the Proposed Settlement. If you request exclusion from the Settlement Class, then:

- You will not be eligible for a Payment under the Proposed Settlement;
- You will not be allowed to object to or contest the terms of the Proposed Settlement;
- You will not release any claims against Defendants or other Released Parties; and
- You will not be bound by any subsequent rulings entered in this case if the Proposed Settlement is finally approved.

However, if your request for exclusion is late or not complete, you will still be a part of the Settlement Class, you will be bound by the Proposed Settlement and by all other orders and judgments in this lawsuit, and you will not be able to participate in any other lawsuits based on the claims in this case.

17. If I don’t exclude myself, can I sue Defendants for the same thing later?

No. If the Court approves the Proposed Settlement and you do not exclude yourself from the Settlement Class, you give up (or “release”) all claims that have been made and all related claims that could have been made in this lawsuit (this means that you are agreeing to fully, finally, and forever release, relinquish, and discharge all Released Claims against the Released Parties, as set forth above in response to Question 10).

OBJECTING TO THE PROPOSED SETTLEMENT

18. How can I tell the Court if I do not like the Proposed Settlement?

Settlement Class Members have the right to tell the Court that they do not agree with, or “object to,” the Proposed Settlement or any or all of its terms.

You can only object if you stay in the Settlement Class (*i.e.*, if you do not “opt out” or exclude yourself).

To object, you must **file** a timely, written objection with the Court in accordance with the Court’s procedures for accepting filings, including electronically, and send (or “serve”) the written objection by U.S. mail to the Court postmarked no later than **March 11, 2026**. Settlement Class Members who fail to file and serve timely written objections as described here and in the Proposed Settlement shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Proposed Settlement.

Your written objection must include:

- (1) the case name and case number (*Huertas et al. v. Aeropres Corp., et al.*, Case No. 2:21-cv-20021);
- (2) the full name, mailing address, and telephone number of the Settlement Class Member objecting to the proposed Settlement (the “**Objector**”);
- (3) the Objector’s signature, or the like signature or affirmation of an individual authorized to act on the Objector’s behalf;
- (4) a written statement of your objection(s) to the Proposed Settlement and the reasons for each objection,
- (5) a statement of whether the objection applies only to the Objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- (6) the name, address, bar number, and telephone number of counsel for the Objector, if represented by an attorney in connection with the objection; and
- (7) a statement of whether the Objector intends to appear at the Final Approval Hearing, either in person or through counsel.

If you choose to object, in order to be considered by the Court, your written objection(s) **must be mailed or filed with the Court no later than March 11, 2026**.

Objections must be served:

Upon the Court at:

Clerk
U.S. District Court
Martin Luther King Building
50 Walnut Street
Newark, NJ 07102

If you file an objection, but the Court approves the Proposed Settlement, you can still complete a claim form to be eligible for a cash payment under the Settlement, subject to the terms and conditions discussed in this Notice and in the Settlement Agreement, including the requirement that such claims be submitted before March 11, 2026.

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

Objecting is simply a way of telling the Court that you don’t like something about the Proposed Settlement. You can only object if you stay in the Settlement Class. You will also be bound by any subsequent rulings in this case and you will not be able to file or participate in any other lawsuit based upon or relating to the Released Claims. If you object to the Proposed Settlement, you still remain a Settlement Class Member and you will still be eligible to submit a claim form. Excluding yourself (*i.e.*, opting out) is telling the Court that you don’t want to be a part of the Settlement Class. If you exclude yourself, you have no basis to object to the Proposed Settlement or appear at the Final Approval Hearing because it no longer affects you.

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

20. Do I have a lawyer in this case?

The Court has appointed attorneys at the law firms of Silver Golub & Teitell LLP, Bursor & Fisher, P.A., and Faruqi & Faruqi, LLP, to represent you and the other Settlement Class Members in this lawsuit. The lawyers representing you and the Settlement Class Members are called “Settlement Class Counsel.” You will not be charged for these lawyers.

You may contact Settlement Class Counsel as follows:

Steven L. Bloch
SILVER GOLUB & TEITELL LLP
One Landmark Square
15th Floor
Stamford, CT 06901
E-mail: sbloch@sgtlaw.com

Max S. Roberts
BURSOR & FISHER, P.A.
1330 Avenue of the Americas
32nd Floor
New York, NY 10019
E-mail: mroberts@bursor.com

Timothy J. Peter
FARUQI & FARUQI, LLP
1617 John F. Kennedy Boulevard
Suite 1550
Philadelphia, PA 19103
E-mail: tpeter@faruqilaw.com

You have the right to retain your own lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will have to pay his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer.

Settlement Class Counsel, Defense Counsel, or the Settlement Administrator may not advise you on the tax consequences of participating or not participating in the Proposed Settlement.

21. How will the lawyers be paid?

Settlement Class Counsel have not been paid anything to date for their work on this case. Settlement Class Counsel will request Attorneys’ Fees of no more than 1/3 of the \$4.85 million Settlement Fund (\$1,616,666) and Expenses of no more than \$100,000. The Court has to approve any Attorneys’ Fees and Expenses awarded in this case.

Settlement Class Counsel will also ask the Court to approve Incentive Awards of \$2,000 each (no more than \$10,000 in total) for the named Plaintiffs (Juan Huertas, Eva Mistretta, Mike Poovey, Darrell Stewart, and Jeremy Wyant) for their work on behalf of the Settlement Class. Any such payment to these individuals also must be approved by the Court.

Settlement Class Counsel’s motion(s) for Attorneys’ Fees and Costs and Service Awards to the named Plaintiffs will be filed on or before **February 9, 2026**. The motion(s) will be posted on the Settlement Website at www.antifungalspraysettlement.com.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a final hearing (called a Final Approval Hearing) to decide whether to finally approve the Proposed Settlement. You may attend and ask to speak, but you don’t have to.

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

On **May 13, 2026**, at **9:30 a.m.**, the Court will hold a Final Approval Hearing at the United States District Court for the District of New Jersey, before the Honorable Stanley R. Chesler, in Courtroom PO No. 2, Senator Frank R. Lautenberg Building, 2 Federal Square, Newark, NJ 07101.

The hearing may be moved to a different date or time, so it is a good idea to check the Settlement Website (www.antifungalspraysettlement.com) for updates. At the Final Approval Hearing, the Court will consider whether the Proposed Settlement is fair, reasonable, and adequate. The Court will also decide whether to award Attorneys' Fees and Expenses, as well as Incentive Awards to the named Plaintiffs. If there are objections, the Court will consider them at that time. After the Final Approval Hearing, the Court will decide whether to approve the Proposed Settlement. We do not know how long these decisions will take.

23. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have at the Final Approval Hearing. But you are welcome to come at your own expense. Please note that the Court has the right to change the date and/or time of the Final Approval Hearing, so it is a good idea to check the Settlement Website (www.antifungalspraysettlement.com) for updates. If you are planning to attend the Final Approval Hearing, you should confirm the date, time, and format on the Settlement Website.

24. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. You must include with your objection a statement of whether you wish to speak, or you may file a document called a "Notice of Intention to Appear" with the Court. Your Notice of Intention to Appear at the Final Approval Hearing must be filed and received by the Court, and mailed and/or emailed to the Settlement Administrator, Defense Counsel, and Settlement Class Counsel no later than **March 11, 2026**. Settlement Class Members wishing to appear without objecting may file a Notice of Intention to Appear no later than **March 11, 2026**.

GETTING MORE INFORMATION

25. How can I get more information?

This Notice summarizes the Proposed Settlement. More details are in the Settlement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Website at www.antifungalspraysettlement.com. You also may write with questions to the Settlement Administrator at: Antifungal Spray Settlement Administrator, c/o Rust Consulting, Inc. - 9111, PO Box 2661, Faribault, MN 55021-9661, call the toll-free number, 1-877-434-3068, or email questions to info@antifungalspraysettlement.com.

PLEASE DO NOT CALL THE COURT.

Dated: January 9, 2026