

EXHIBIT 1

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(Additional Counsel on signature page)

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

In re ORIGIN MATERIALS, INC.)
SECURITIES LITIGATION)

Master File No.: 2:23-cv-01816-WBS-JDP

STIPULATION OF SETTLEMENT

_____)
This Document Relates To)

CLASS ACTION

ALL ACTIONS CONSOLIDATED FROM:)

Antonio F. Soto, individually and on behalf of all)
others similarly situated,)

Plaintiff,)

v.)

Origin Materials, Inc., Richard J. Riley, and John)
Bissell,)

Defendants)
_____)

1 **STIPULATION OF SETTLEMENT**

2 This Stipulation of Settlement, dated October 27, 2025 (the “Stipulation”) is
3 entered into between (a) Lead Plaintiff Todd Frega (“Lead Plaintiff”), on behalf of
4 himself and the Settlement Class (defined below); and (b) defendants Origin
5 Materials, Inc. (“Origin Materials”) and John Bissell (together “Defendants”), by and
6 through their counsel of record, and embodies the terms and conditions of the
7 settlement of the above-captioned action (the “Action”).¹ Subject to the approval of the
8 Court and the terms and conditions expressly provided herein, this Stipulation is
9 intended to fully, finally and forever compromise, settle, release, resolve,
10 relinquish, waive, discharge, and dismiss with prejudice the Action, in its entirety, as
11 against all Defendants, and all Released Plaintiff’s Claims against all Defendants’

12 Released WHEREAS:

13 A. On August 25, 2023, Plaintiff Antonio F. Soto filed a class action complaint
14 in the United States District Court for the Eastern District of California (the “Court”),
15 asserting claims pursuant to Section 10(b) and 20(a) of the Securities Exchange Act of
16 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder. ECF No. 1.

17 B. On October 19, 2023, the Court consolidated the Action with a subsequently-
18 filed case captioned *Jones v. Origin Materials, Inc. et al.*, No. 2:23-cv-02202-WBS-JDP
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20 ¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶ 1.

1 (E.D. Cal.), which was filed against the same defendants and asserted claims under
2 Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder.
3 ECF No. 12.

4 C. On October 24, 2023, Todd Frega moved for appointment as Lead Plaintiff
5 for the proposed class. ECF No. 20. On December 14, 2023, after full briefing on the
6 motions and hearing oral argument, the Court appointed Todd Frega as Lead Plaintiff and
7 approved Lead Plaintiff's selection of Bernstein Liebhard LLP as Lead Counsel for the
8 proposed class. ECF No. 53.

9 D. On March 1, 2024, Lead Plaintiff filed the first amended complaint alleging
10 violations of Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated
11 thereunder against defendants Origin Materials, John Bissell, and Richard Riley. ECF No.
12 60.

13 E. On April 15, 2024, Origin Materials, John Bissell, and Richard Riley moved
14 to dismiss the first amended complaint. Lead Plaintiff opposed the motion, which was fully
15 briefed by July 1, 2024. The Court heard oral arguments on October 15, 2024. ECF No.
16 78.

17 F. On October 29, 2024, the Court dismissed the first amended complaint and
18 granted leave to amend. ECF No. 82.

1 G. On November 18, 2024, Lead Plaintiff filed the second amended complaint,
2 alleging violations of Sections 10(b) and 20(a) of the Exchange Act and Rule 10b5-1
3 against defendants Origin Materials, John Bissell, and Richard Riley. ECF No. 85.

4 H. On December 19, 2024, Origin Materials, John Bissell, and Richard Riley
5 moved to dismiss the second amended complaint. Lead Plaintiff opposed the motion, which
6 was fully briefed by February 4, 2025.

7 I. On February 12, 2025, the Court denied in part and granted in part the motion
8 to dismiss the second amended complaint. ECF No. 97. Mr. Riley was dismissed as a
9 defendant. *Id.*

10 J. Thereafter, the Parties commenced discovery.

11 K. Origin Materials and Mr. Bissell answered the second amended complaint on
12 March 25, 2025. ECF No. 101.

13 L. The Parties submitted a Rule 16 case management order on April 21, 2025.
14 ECF No. 102. The Court issued a scheduling order governing discovery in the Action on
15 May 1, 2025. ECF No. 103.

16 M. While participating in discovery, the Parties agreed to engage mediator Robert
17 Meyer, Esq., of JAMS in an attempt to resolve the Action.

1 N. The Parties exchanged confidential mediation statements on September 22,
2 2025. The mediation session was held on September 29, 2025. After a half day of arm's-
3 length, in-person negotiations, the Parties disengaged without reaching an agreement.

4 O. During the days that followed, there were settlement negotiations through Mr.
5 Meyer. On October 10, 2025, the Parties agreed to a settlement in principle to settle the
6 Action and release all claims against Defendants in return for a cash payment of nine
7 million dollars (\$9,000,000) for the benefit of the Settlement Class.

8 P. This Stipulation (together with the exhibits hereto) reflects the final and
9 binding agreements between the Parties to settle the Action.

10 Q. Based upon their investigation, prosecution, and mediation of the case, Lead
11 Plaintiff and Lead Counsel have concluded that the terms and conditions of this Stipulation
12 are fair, reasonable, and adequate to Lead Plaintiff and the other members of the Settlement
13 Class, and in their best interests. Accordingly, Lead Plaintiff has agreed to settle and release
14 the Released Plaintiff's Claims pursuant to the terms and provisions of this Stipulation,
15 after considering, among other things: (a) the financial benefit that Lead Plaintiff and the
16 other members of the Settlement Class will receive under the proposed Settlement; and (b)
17 the significant risks and costs of continued litigation and trial.

18 R. Defendants are entering into this Stipulation solely to eliminate the
19 uncertainty, burden, and expense of further litigation. As set forth in ¶ 38 below, each of
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1 the Defendants denies any wrongdoing, and this Stipulation shall in no event be construed
2 or deemed to be evidence of or an admission or concession on the part of any of the
3 Defendants with respect to any claim or allegation of any fault or liability or wrongdoing
4 or damages whatsoever, or any infirmity in the defenses that Defendants have, or could
5 have, asserted. Defendants expressly deny that Lead Plaintiff has asserted any valid claims
6 as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing,
7 or damages whatsoever. Defendants have determined that it is desirable and beneficial to
8 them that the Action be settled in the manner and upon the terms and conditions set forth
9 in this Stipulation. Further, this Stipulation shall in no event be construed or deemed to be
10 evidence of or an admission or concession on the part of Lead Plaintiff of any infirmity in
11 any of the claims asserted in the Action, or an admission or concession that any of
12 Defendants' defenses to liability had any merit.

13 S. This Stipulation constitutes a compromise of all matters that are in dispute
14 between the Parties.

15 NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among
16 Lead Plaintiff (on behalf of himself and all other members of the Settlement Class) and
17 Defendants, by and through their respective undersigned attorneys and subject to the
18 approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that,
19 in consideration of the benefits flowing to the Parties from the Settlement, all Released
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1 Plaintiff's Claims as against the Defendants' Releasees shall be settled and released, and
2 the Action shall be dismissed with prejudice upon and subject to the terms and conditions
3 set forth below.

4 **DEFINITIONS**

5 1. As used in this Stipulation and any exhibits attached hereto and made a part
6 hereof, the following capitalized terms shall have the following meanings:

7 a. "Action" means the securities class action lawsuit in the matter styled
8 *In re Origin Materials, Inc. Securities Litigation*, Master File No. 2:23-cv-01816-WBS-
9 JDP, filed in the U.S. District Court for the Eastern District of California.

10 b. "Authorized Claimant" means a Settlement Class Member who or
11 which submits a Claim to the Claims Administrator that is approved by the Court for
12 payment from the Net Settlement Fund.

13 c. "Claim" means a Claim Form on paper or in an electronic format that
14 is submitted to the Claims Administrator.

15 d. "Claim Form" or "Proof of Claim Form" means the Proof of Claim and
16 Release Form to be submitted by Claimants, substantially in the form attached hereto as
17 Exhibit A-2, that a Claimant must complete and submit should that Claimant seek to share
18 in a distribution of the Net Settlement Fund.

1 e. “Claimant” means a person or entity that submits a Claim to the Claims
2 Administrator seeking to be eligible to share in the proceeds of the Net Settlement Fund.

3 f. “Claims Administrator” means Strategic Claims Services, which shall
4 administer the Settlement.

5 g. “Class Distribution Order” means an order entered by the Court
6 authorizing and directing that the Net Settlement Fund be distributed, in whole or in part,
7 to Authorized Claimants.

8 h. “Class Period” means the period from March 7, 2023 through August
9 9, 2023.

10 i. “Complaint” means the Second Amended Complaint for Violations of
11 the Federal Securities Laws, filed on November 18, 2024 in the Action.

12 j. “Court” means the United States District Court for the Eastern District
13 of California.

14 k. “Defendants” means Origin Materials and John Bissell.

15 l. “Defendants’ Counsel” means Freshfields US LLP.

16 m. “Defendants’ Releasees” means Origin Materials, John Bissell, and any
17 of his or its current and former parents, affiliates, subsidiaries, controlling persons,
18 associates, related or affiliated entities, and each and all of their respective past or present
19 officers, directors, employees, partners, controlling shareholders, members, principals,
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1 agents, representatives, attorneys, advisors (including financial or investment advisors),
2 consultants, underwriters, investment bankers, commercial bankers, insurers, reinsurers,
3 heirs, spouses, executors, trustees, general or limited partners or partnerships, limited
4 liability companies, members, joint ventures, personal or legal representatives, estates,
5 administrators, predecessors, successors or assigns, or any member of the Immediate
6 Family, marital communities, or any trusts for which any of them are trustees, settlors or
7 beneficiaries or anyone acting or purporting to act for or on behalf of them or their
8 successors or collectively.

9 n. “Effective Date” with respect to the Settlement means the date on which
10 all of the events and conditions specified in ¶ 32 of this Stipulation have been met and have
11 occurred or have been waived.

12 o. “ERISA” means the Employee Retirement Income Security Act of
13 1974, as amended.

14 p. “Escrow Account” means an account maintained at Flagstar Bank
15 wherein the Settlement Amount shall be deposited and held in escrow under the control of
16 Lead Counsel.

17 q. “Escrow Agent” means Lead Counsel.

18 r. “Final” with respect to the Judgment, means: (i) if no appeal is filed,
19 the expiration date of the time provided for filing or noticing any appeal under any
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1 applicable rule, including the Federal Rules of Appellate Procedure; or (ii) if there is an
2 appeal from the Judgment or an order, (a) the date of final dismissal of all such appeals, or
3 the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the Judgment
4 or order is finally affirmed on an appeal, the expiration of the time to file a petition for a
5 writ of certiorari or other form of review, or the denial of a writ of certiorari or other form
6 of review, and, if certiorari or other form of review is granted, the date of final affirmance
7 following review pursuant to that grant. However, any appeal or proceeding seeking
8 subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys’
9 fees, costs or expenses, (ii) the plan of allocation of Settlement proceeds (as submitted or
10 subsequently modified), or (iii) the procedure for determining Authorized Claimants
11 Claims, shall not in any way delay or preclude the Judgment from becoming Final.

12 s. “Immediate Family” means heirs, children, stepchildren, parents,
13 stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-
14 law, brothers-in-law, and sisters-in-law. As used in this paragraph, “spouse” shall mean a
15 husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

16 t. “Internet Notice” means the “Internet Notice of Pendency and Proposed
17 Settlement of Class Action,” to be published substantially in the form attached hereto as
18 Exhibit A-1.

1 u. “Judgment” means the judgment and order of dismissal, substantially
2 in the form attached hereto as Exhibit B, to be entered by the Court approving the
3 Settlement.

4 v. “Lead Counsel” means the law firm of Bernstein Liebhard LLP.

5 w. “Lead Plaintiff” means Todd Frega.

6 x. “Litigation Expenses” means costs and expenses incurred in connection
7 with commencing, prosecuting and settling the Action (which may include the costs and
8 expenses of Lead Plaintiff directly related to his representation of the Settlement Class),
9 for which Lead Counsel intends to apply to the Court for payment or reimbursement from
10 the Settlement Fund.

11 y. “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes;
12 (ii) any Notice and Administration costs; (iii) any Litigation Expenses awarded by the
13 Court; (iv) any attorneys’ fees awarded by the Court; and (v) any other costs or fees
14 approved by the Court.

15 z. “Notice” means the publication of the Internet Notice, the publication
16 of the Summary Notice, and the mailing of the Postcard Notice.

17 aa. “Notice and Administration Costs” means the reasonable costs, fees,
18 and expenses that are incurred by the Claims Administrator and/or Lead Counsel in
19 connection with: (i) providing Notice to the Settlement Class; and (ii) administering the
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1 Settlement, including but not limited to the Claims process, as well as the costs, fees, and
2 expenses incurred in connection with the Escrow Account.

3 bb. “Origin Materials” or the “Company” means Origin Materials, Inc.

4 cc. “Parties” means Defendants and Lead Plaintiff, on behalf of himself
5 and the Settlement Class.

6 dd. “Plaintiff’s Counsel” means (i) Lead Counsel, and (ii) liaison counsel
7 Bragar, Eigel & Squire P.C.

8 ee. “Plaintiff’s Releasees” means Lead Plaintiff and all other Settlement
9 Class Members.

10 ff. “Plan of Allocation” means the proposed plan of allocation of the Net
11 Settlement Fund set forth in the Internet Notice.

12 gg. “Postcard Notice” means the “Postcard Notice of Proposed Settlement
13 of Class Action and Settlement Fairness Hearing, and Motion for Attorneys’ Fees and
14 Reimbursement of Expenses,” to be mailed substantially in the form attached hereto as
15 Exhibit A-4.

16 hh. “Preliminary Approval Order” means the order, substantially in the
17 form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the
18 Settlement and directing that Notice be provided to the Settlement Class.

1 ii. “PSLRA” means the Private Securities Litigation Reform Act of 1995,
2 15 U.S.C. § 78u-4, as amended.

3 jj. “Released Claims” means all Released Defendants’ Claims and all
4 Released Plaintiff’s Claims.

5 kk. “Released Defendants’ Claims” means, to the fullest extent that the law
6 permits their release, all claims and causes of action against Lead Plaintiff and Plaintiff’s
7 Releasees of every nature and description, whether they are known or Unknown Claims
8 (including a Cal. Civil Code § 1542 waiver), asserted or unasserted, accrued or unaccrued,
9 fixed or contingent, liquidated or unliquidated, whether arising under federal, state, local,
10 common, or foreign law, or any other law, rule, or regulation, whether class or individual
11 in nature, that Defendants could have asserted against any of the Plaintiff’s Releasees and
12 that arise out of or relate in any way to the institution, prosecution, or settlement of the
13 claims in the Action, except for (i) claims relating to the enforcement of the Settlement or
14 this Stipulation, or (ii) any claims against any person or entity who or which submits a
15 request for exclusion from the Settlement Class that is accepted by the Court.

16 ll. “Released Plaintiff’s Claims” means, to the fullest extent that the law
17 permits their release, all claims, suits, actions, appeals, causes of action, damages
18 (including, without limitation, compensatory, punitive, exemplary, rescissory, direct,
19 consequential, or special damages, and restitution and disgorgement), demands, rights,
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1 debts, penalties, costs, expenses, fees, injunctive relief, attorneys' fees, expert or consulting
2 fees, prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every
3 nature and description whatsoever, whether they are known or Unknown Claims (including
4 a Cal. Civil Code § 1542 waiver), whether or not concealed or hidden, fixed or contingent,
5 direct or indirect, anticipated or unanticipated, asserted or unasserted, accrued or
6 unaccrued, liquidated or unliquidated, whether legal, contractual, rescissory, statutory, or
7 equitable in nature, whether arising under federal, state, local, common, or foreign law, or
8 any other law, rule, or regulation, whether class or individual in nature, that Lead Plaintiff
9 or any member of the Settlement Class asserted or could have asserted in any forum that
10 are based upon, arise from, or relate to: (i) the allegations, transactions, facts, matters,
11 events, disclosures, public filings, acts, occurrences, representations, statements, omissions
12 or failures to act that were or could have been alleged by Lead Plaintiff or any member of
13 the Settlement Class in the Action; and (ii) the purchase or sale, other acquisition or
14 disposition, or holding of Origin Materials securities during the Class Period. This release
15 shall not include any claims (i) asserted in any derivative action based on similar
16 allegations, or (ii) of any person or entity who or which submits a request for exclusion
17 from the Settlement Class that is accepted by the Court. This release does not release or
18 impair any claims relating to the enforcement of the Settlement.

1 mm. “Releasee(s)” means each and any of the Defendants’ Releasees and
2 each and any of the Plaintiff’s Releasees.

3 nn. “Releases” means the releases set forth in ¶¶ 5-6 of this Stipulation.

4 oo. “Settlement” means the settlement between Lead Plaintiff and
5 Defendants on the terms and conditions set forth in this Stipulation.

6 pp. “Settlement Amount” means nine million dollars (\$9,000,000) in cash.

7 qq. “Settlement Class” means all persons and entities that purchased Origin
8 Materials’ publicly traded securities on the open market of a U.S. stock exchange during
9 the Class Period and were allegedly damaged thereby. Excluded from the Settlement Class
10 are: (i) Defendants; (ii) members of the Immediate Family of each Defendant; (iii) any
11 person who is or was an officer or director of Origin Materials; (iv) any firm or entity in
12 which any Defendant has or had a controlling interest; (v) Defendants’ liability insurance
13 carriers; (vi) any affiliates, parents, or subsidiaries of Origin Materials; (vii) all Origin
14 Materials plans that are covered by ERISA; and (ix) the legal representatives, agents,
15 affiliates, heirs, beneficiaries, successors-in-interests, or assigns of any excluded person or
16 entity in their respective capacity as such. Also excluded from the Settlement Class are any
17 persons or entities who or which exclude themselves by submitting a request for exclusion
18 that is accepted by the Court.

1 rr. “Settlement Class Member” means each person or entity that is a
2 member of the Settlement Class.

3 ss. “Settlement Fund” means the Settlement Amount plus any and all
4 interest earned thereon.

5 tt. “Settlement Hearing” means the hearing set by the Court under Rule
6 23(e)(2) of the Federal Rules of Civil Procedure to consider the final approval of the
7 Settlement.

8 uu. “Summary Notice” means the “Summary Notice of Pendency of Class
9 Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses,” substantially
10 in the form attached hereto as Exhibit A-3, which shall be published as set forth in the
11 Preliminary Approval Order.

12 vv. “Taxes” means: (i) all federal, state and/or local taxes of any kind
13 (including any interest or penalties thereon) on any income earned by the Settlement Fund;
14 and (ii) the expenses and costs incurred by Lead Counsel in connection with determining
15 the amount of, and paying, any taxes owed by the Settlement Fund (including, without
16 limitation, expenses of tax attorneys and accountants).

17 ww. “Unknown Claims” means any and all Released Plaintiff’s Claims of
18 every nature and description against Defendants’ Releasees that Lead Plaintiff or any other
19 Settlement Class Member does not know or suspect to exist in his, her, or its favor at the
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1 time of the release of such claims, and any and all Released Defendants' Claims of every
2 nature and description against Plaintiff's Releasees that any Defendant does not know or
3 suspect to exist in his or its favor at the time of the release of such claims which if known
4 by Lead Plaintiff, Settlement Class Member, or Defendant might have affected his, her, or
5 its decision(s) with respect to the Settlement or Releases, including his, her, or its
6 decision(s) to object or not object to the Settlement. With respect to any and all Released
7 Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead
8 Plaintiff and Defendants shall expressly waive, and each of the other Settlement Class
9 Members shall be deemed to have waived, and by operation of the Judgment, shall have
10 expressly waived, any and all provisions, rights and benefits conferred by any law of any
11 state, locality, or territory of the United States, or principle of common law or foreign law,
12 which is similar comparable or equivalent to California Civil Code § 1542, which provides:
13 **"A general release does not extend to claims that the creditor or releasing party does**
14 **not know or suspect to exist in his or her favor at the time of executing the release and**
15 **that, if known by him or her, would have materially affected his or her settlement**
16 **with the debtor or released party."** Lead Plaintiff, any Settlement Class Member, or any
17 Defendant may hereafter discover facts, legal theories, or authorities in addition to or
18 different from those which any of them now knows or believes to be true with respect to
19 the subject matter of the Released Plaintiff's Claims or the Released Defendants' Claims,
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1 but the Parties shall expressly, fully, finally, and forever waive, compromise, settle,
2 discharge, extinguish, and release, and each Settlement Class Member shall be deemed to
3 have waived, compromised, settled, discharged, extinguished, and released, and upon the
4 Effective Date and by operation of the Judgment shall have waived, compromised, settled,
5 discharged, extinguished, and released, fully, finally, and forever, any and all Released
6 Plaintiff's Claims and Released Defendants' Claims, as applicable, known or unknown,
7 suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or
8 unapparent, which now exist, or heretofore existed, or may hereafter exist, without regard
9 to the subsequent discovery or existence of such different or additional facts, legal theories,
10 or authorities. The Parties acknowledge, and each of the other Settlement Class Members
11 shall be deemed by operation of law to have acknowledged, that the foregoing waiver was
12 separately bargained for and a key element of the Settlement.

13 **CLASS CERTIFICATION**

14 2. Solely for the purposes of the Settlement and for no other purpose, the Parties
15 stipulate and agree to: (a) certification of the Action as a class action pursuant to Rule
16 23(b)(3) of the Federal Rules of Civil Procedure on behalf of the Settlement Class; (b)
17 certification of Lead Plaintiff as Class Representative for the Settlement Class; and (c)
18 appointment of Lead Counsel as class counsel for the Settlement Class pursuant to Rule
19 23(g) of the Federal Rules of Civil Procedure. In the event the Settlement is terminated,
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1 the Settlement is not approved, or the Effective Date of the Settlement otherwise fails to
2 occur, as provided in ¶ 34 below, Defendants reserve all rights and defenses concerning
3 class certification and the appointment of Class Representative and Class Counsel.

4 **PRELIMINARY APPROVAL OF SETTLEMENT**

5 3. Lead Plaintiff will move for preliminary approval of the Settlement,
6 authorization to provide Notice to the Settlement Class, and the scheduling of a hearing for
7 consideration of final approval of the Settlement, which motion shall be unopposed by
8 Defendants. Concurrently with the motion for preliminary approval, Lead Plaintiff shall
9 apply to the Court for, and Defendants shall agree to, entry of the Preliminary Approval
10 Order, substantially in the form attached hereto as Exhibit A.

11 **RELEASE OF CLAIMS**

12 4. The obligations incurred pursuant to this Stipulation are in consideration of:
13 (a) the full and final disposition of the Action as against Defendants; and (b) the Releases
14 provided for herein; and (c) the payment of the Settlement Amount.

15 5. Pursuant to the Judgment, without further action by anyone, upon the
16 Effective Date of the Settlement, Lead Plaintiff and each of the other Settlement Class
17 Members, on behalf of themselves, and their respective heirs, executors, administrators,
18 predecessors, successors, and assigns, in their capacities as such, shall be deemed to have,
19 and by operation of law and of the Judgment shall have, fully, finally, and forever

1 compromised, settled, released, resolved, relinquished, waived, and discharged each and
2 every Released Plaintiff's Claim against Defendants and all of the Defendants' Releasees,
3 and shall forever be barred, enjoined, and estopped from bringing, asserting, or prosecuting
4 any or all of the Released Plaintiff's Claims against any of the Defendants' Releasees. The
5 Judgment shall include the dismissal with prejudice of the Action in its entirety as against
6 all Defendants.

7 6. Pursuant to the Judgment, without further action by anyone, upon the
8 Effective Date of the Settlement, Defendants, on behalf of themselves, and respective
9 directors, officers, heirs, executors, administrators, predecessors, successors, and assigns,
10 in their capacities as such, shall be deemed to have, and by operation of law and of the
11 Judgment shall have, fully, finally, and forever compromised, settled, released, resolved,
12 relinquished, waived, and discharged each and every Released Defendants' Claim against
13 Lead Plaintiff and all of the Plaintiff's Releasees, and shall forever be barred, enjoined, and
14 estopped from bringing, asserting, or prosecuting any or all of the Released Defendants'
15 Claims against any of the Plaintiff's Releasees. This release shall not apply to any person
16 or entity who or which submits a request for exclusion from the Settlement Class that is
17 accepted by the Court.

1 7. Notwithstanding ¶¶ 5-6 above, nothing in the Judgment shall bar any action
2 by any of the Parties, Defendants' Releasees, or Plaintiff's Releasees to enforce or
3 effectuate the terms of this Stipulation or the Judgment.

4 **THE SETTLEMENT CONSIDERATION**

5 8. In consideration of the settlement of the Released Plaintiff's Claims against
6 Defendants and the other Defendants' Releasees, Defendants or Origin's insurer(s) who
7 funded the Settlement Amount shall pay or cause to be paid the Settlement Amount into
8 the Escrow Account, by wire or electronic fund transfer, no later than thirty (30) calendar
9 days after the later of: (a) the date of entry by the Court of the Preliminary Approval Order;
10 or (b) Defendants' Counsel's receipt from Lead Counsel of the information necessary to
11 effectuate a transfer of funds to the Escrow Account, including wiring instructions that
12 include the bank name and ABA routing number, account name and number, a signed W-
13 9 reflecting a valid taxpayer identification number for the qualified settlement fund in
14 which the Settlement Amount is to be deposited, any additional bank information required
15 to effectuate the transfer, and the name, title, email and phone number of a person who can
16 verbally verify the wire instructions. With the sole exception of Origin Materials'
17 obligation to secure payment of the Settlement Amount into the Escrow Account as
18 provided for in this ¶ 8, the Defendants' Releasees shall have no responsibility for, interest
19 in, or liability whatsoever with respect to: (i) any act, omission, or determination by Lead
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1 Counsel or the Claims Administrator, or any of their respective designees, in connection
2 with the administration of the Settlement or otherwise; (ii) the management, investment,
3 supervision, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the
4 determination, administration, calculation, or payment of any claims asserted against the
5 Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund;
6 or (vi) the payment or withholding of any Taxes and/or costs incurred in connection with
7 the taxation of the Settlement Fund, distributions or other payments from the Escrow
8 Account, or the filing of any federal, state, or local returns.

9 **USE OF SETTLEMENT FUND**

10 9. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and
11 Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys'
12 fees awarded by the Court; and (e) any other costs and fees approved by the Court. The
13 balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be
14 distributed to Authorized Claimants as provided in ¶¶ 18-30 below.

15 10. Except as provided herein or pursuant to orders of the Court, the Net
16 Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds
17 held by the Escrow Agent shall be deemed to be in the custody of the Court and shall
18 remain subject to the jurisdiction of the Court until such time as the funds shall be
19 distributed or returned pursuant to the terms of this Stipulation and/or further order of the
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1 Court. The Escrow Agent shall invest funds in the Escrow Account in instruments backed
2 by the full faith and credit of the United States Government (or a mutual fund invested
3 solely in such instruments), or deposit some or all of the funds in certificates of deposit or
4 other account(s) that are fully insured by the Federal Deposit Insurance Corporation
5 (“FDIC”) in amounts that are up to the limit of FDIC insurance. The Defendants’ Releasees
6 shall have no responsibility for, interest in, or liability whatsoever with respect to
7 investment decisions or actions of the Escrow Agent. All risks related to the investment of
8 the Settlement Fund shall be borne solely by the Settlement Fund.

9 11. The Parties agree that the Settlement Fund is intended to be a Qualified
10 Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that the
11 Escrow Agent, as administrator of the Settlement Fund within the meaning of Treasury
12 Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all
13 informational and other tax returns as may be necessary or appropriate (including, without
14 limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement
15 Fund. The Escrow Agent shall also be responsible for causing payment to be made from
16 the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The
17 Defendants’ Releasees shall not have any liability or responsibility for any such Taxes.
18 Upon written request, Origin Materials will provide to the Escrow Agent the statement
19 described in Treasury Regulation § 1.468B-3(e). The Escrow Agent, as administrator of
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1 the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall
2 timely make such elections as are necessary or advisable to carry out this paragraph,
3 including, as necessary, making a “relation back election,” as described in Treasury
4 Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence
5 at the earliest allowable date, and shall take or cause to be taken all actions as may be
6 necessary or appropriate in connection therewith.

7 12. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid,
8 or caused to be paid, by the Escrow Agent and without further order of the Court. Any tax
9 returns prepared for the Settlement Fund (as well as the election set forth therein) shall be
10 consistent with the previous paragraph and in all events shall reflect that all Taxes on the
11 income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided
12 herein. Defendants’ Releasees shall have no responsibility or liability for the acts or
13 omissions of the Escrow Agent or its agents with respect to the payment of Taxes, as
14 described herein.

15 13. The Settlement is not a claims-made settlement. Upon the occurrence of the
16 Effective Date, no Defendant, Defendants’ Releasee, or any other person or entity who or
17 which paid any portion of the Settlement Amount shall have any right to the return of the
18 Settlement Fund or any portion thereof for any reason whatsoever, including, without
19 limitation, the number of Claims submitted, the collective amount of the Recognized
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1 Claims of Authorized Claimants, the percentage of recovery of losses, or the amounts to
2 be paid to Authorized Claimants from the Net Settlement Fund.

3 14. Notwithstanding the fact that the Effective Date of the Settlement has not yet
4 occurred, Lead Counsel may pay from the Settlement Fund, without further approval from
5 Defendants or further order of the Court, all Notice and Administration Costs actually
6 incurred and paid or payable. Such costs and expenses shall include, without limitation, the
7 actual costs of printing and mailing the Postcard Notice, emailing Postcard Notice or the
8 Internet Notice and Claim Form, publishing and hosting the Internet Notice, publishing the
9 Summary Notice, reimbursements to nominee owners for forwarding the Postcard Notice,
10 Internet Notice, and/or Claim Form to their beneficial owners, the administrative expenses
11 incurred and fees charged by the Claims Administrator in connection with Notice and
12 administering the Settlement (including processing the submitted Claims), and the fees, if
13 any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the
14 terms of this Stipulation, all Notice and Administration Costs paid or incurred, including
15 any related fees, shall not be returned or repaid to Origin Materials, Origin's insurer(s) who
16 funded the Settlement Amount, any of the other Defendants' Releasees, or any other person
17 or entity who or which paid any portion of the Settlement Amount. All Notice and
18 Administration Costs shall be paid exclusively from the Settlement Fund. Except for Origin
19 Materials' obligation to send CAFA notice as provided for in ¶ 20, Defendants' Releasees
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1 shall have no responsibility for or liability whatsoever with respect to Notice and
2 Administration Costs nor shall they have any responsibility or liability whatsoever for any
3 claims with respect thereto.

4 **ATTORNEYS' FEES AND LITIGATION EXPENSES**

5 15. Lead Counsel, on behalf of all Plaintiff's Counsel, will apply to the Court for
6 an award to be paid solely from the Settlement Fund of attorneys' fees and payment of
7 Litigation Expenses incurred in prosecuting the Action, plus earnings on such amounts at
8 the same rate and for the same periods as earned by the Settlement Fund. Lead Counsel's
9 application for an award of attorneys' fees and Litigation Expenses is not the subject of
10 any agreement between Defendants and Lead Plaintiff other than what is set forth in this
11 Stipulation.

12 16. Any attorneys' fees and Litigation Expenses that are awarded by the Court
13 shall be paid to Lead Counsel immediately upon award, notwithstanding the existence of
14 any timely filed objections thereto, or potential for appeal therefrom, or collateral attack
15 on the Settlement or any part thereof, subject to Plaintiff's Counsel's obligation to make
16 appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same
17 net rate as is earned by the Settlement Fund, if (i) the Effective Date does not occur; (ii)
18 the Settlement is terminated pursuant to the terms of this Stipulation; or (iii) if, as a result
19 of any appeal or further proceedings on remand, or successful collateral attack, the award
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1 of attorneys' fees and/or Litigation Expenses is reduced or reversed and such order
2 reducing or reversing the award has become Final. Plaintiff's Counsel shall make the
3 appropriate refund or repayment in full no later than twenty (20) business days after: (a)
4 receiving from Defendants' Counsel notice of the termination of the Settlement; or (b) any
5 order reducing or reversing the award of attorneys' fees and/or Litigation Expenses has
6 become final. Each such Plaintiff's Counsel's law firm or Lead Plaintiff, as a condition of
7 receiving such fees, costs, and expenses, on behalf of itself or himself, and each partner
8 and/or shareholder of it or him, agrees that the law firm and its partners and/or shareholders
9 are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of
10 this paragraph. Any refunds required pursuant to this paragraph ¶ 16 shall be the several
11 obligation of Lead Counsel, other Plaintiff's Counsel, and Lead Plaintiff that received fees
12 or expenses to make appropriate refunds or repayments to the Settlement Fund. An award
13 of attorneys' fees and/or Litigation Expenses is not a necessary term of this Stipulation and
14 is not a condition of the Settlement embodied herein. Neither Lead Plaintiff nor Lead
15 Counsel may cancel or terminate the Settlement based on this Court's or any appellate
16 court's ruling with respect to attorneys' fees and/or Litigation Expenses.

17 17. Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiff's
18 Counsel in a manner which it, in good faith, believes reflects the contributions of such
19 counsel to the institution, prosecution, and settlement of the Action. Defendants' Releasees
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1 shall have no responsibility for or liability whatsoever with respect to the allocation or
2 award of attorneys' fees or Litigation Expenses. The allocation or award of attorneys' fees
3 is not a necessary term of the Settlement or of this Stipulation and it is not a condition of
4 the Settlement or of this Stipulation that any particular allocation or award of attorneys'
5 fees be approved by the Court. Lead Plaintiff and Lead Counsel may not cancel or terminate
6 the Settlement (or this Stipulation) based on the Court's or any appellate court's ruling with
7 respect to the allocation or award of attorneys' fees. The attorneys' fees and Litigation
8 Expenses that are awarded to Plaintiff's Counsel shall be payable solely from the Escrow
9 Account.

10 **NOTICE AND SETTLEMENT ADMINISTRATION**

11 18. As part of the Preliminary Approval Order, Lead Counsel shall seek
12 appointment of a Claims Administrator. The Claims Administrator shall administer the
13 Settlement, including but not limited to the process of receiving, reviewing, and approving
14 or denying Claims, under Lead Counsel's supervision and subject to the jurisdiction of the
15 Court. Other than Origin Materials' obligation to provide its shareholders records as
16 provided in ¶ 19 below, none of the Defendants, nor any other Defendants' Releasees, shall
17 have any involvement in or any responsibility, authority, or liability whatsoever for the
18 selection of the Claims Administrator, the Plan of Allocation, the administration of the
19 Settlement, the Claims process, or disbursement of the Net Settlement Fund, and shall have

1 no liability whatsoever to any person or entity, including, but not limited to, Lead Plaintiff,
2 any other Settlement Class Members, or Lead Counsel in connection with the foregoing.
3 Defendants' Counsel shall provide reasonable cooperation in the administration of the
4 Settlement to the extent reasonably necessary to effectuate its terms.

5 19. In accordance with the terms of the Preliminary Approval Order to be entered
6 by the Court, Lead Counsel shall cause the Claims Administrator to issue Notice and make
7 Proof of Claim Forms available to those members of the Settlement Class as may be
8 identified through reasonable effort. Lead Counsel shall also cause the Claims
9 Administrator to have the Summary Notice published in accordance with the terms of the
10 Preliminary Approval Order to be entered by the Court. For the purposes of identifying and
11 providing notice to the Settlement Class, within ten (10) business days of the date of entry
12 of the Preliminary Approval Order, Origin Materials shall provide or cause to be provided
13 to the Claims Administrator in electronic format (at no cost to the Settlement Fund, Lead
14 Counsel, or the Claims Administrator) a list consisting of names and mailing addresses and
15 email addresses, if available, of those who purchased or held Origin Materials securities
16 during the Class Period.

17 20. No later than ten (10) calendar days following the filing of this Stipulation
18 with the Court, Origin Materials shall serve the notice required under the Class Action
19 Fairness Act, 28 U.S.C. § 1715 et seq. ("CAFA"). Origin Materials is solely responsible
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1 for the costs of the CAFA notice and administering the CAFA notice. At least seven (7)
2 calendar days before the Settlement Hearing, Origin Materials shall cause to be served on
3 Lead Counsel and filed with the Court proof, by affidavit or declaration, regarding
4 compliance with the notice requirements of CAFA. The Parties agree that any delay by
5 Origin Materials in timely serving the CAFA notice will not provide grounds for delay of
6 the Settlement Hearing or entry of the Judgment.

7 21. The Claims Administrator shall receive Claims and determine first, whether
8 the Claim is a valid Claim, in whole or part, and second, each Authorized Claimant's pro
9 rata share of the Net Settlement Fund based upon each Authorized Claimant's Recognized
10 Claim compared to the total Recognized Claims of all Authorized Claimants (as set forth
11 in the Plan of Allocation set forth in the Internet Notice attached hereto as Exhibit A-1 or
12 in such other plan of allocation as the Court approves).

13 22. The Plan of Allocation proposed in the Internet Notice is not a necessary term
14 of the Settlement or of this Stipulation, and it is not a condition of the Settlement or of this
15 Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiff
16 and Lead Counsel may not cancel or terminate the Settlement (or this Stipulation) based
17 on the Court's or any appellate court's ruling with respect to the Plan of Allocation or any
18 other plan of allocation in this Action. Defendants and the other Defendants' Releasees
19 shall not object in any way to the Plan of Allocation or any other plan of allocation in this
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1 Action. No Defendant or any other Defendants' Releasee shall have any involvement with
2 or liability, obligation, or responsibility whatsoever for the application of the plan of
3 allocation.

4 23. Any Settlement Class Member that does not submit a valid Claim will not be
5 entitled to receive any distribution from the Net Settlement Fund, but will otherwise be
6 bound by all of the terms of this Stipulation and the Settlement, including the terms of the
7 Judgment, to be entered in the Action and the Releases provided for herein and therein, and
8 will be permanently barred, enjoined, and estopped from bringing any action, claim, or
9 other proceeding of any kind against the Defendants' Releasees with respect to the
10 Released Plaintiff's Claims in the event that the Effective Date occurs with respect to the
11 Settlement.

12 24. Lead Counsel shall be responsible for supervising the administration of the
13 Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No
14 Defendant or any other Defendants' Releasee shall be permitted to review, contest, or
15 object to any Claim, or any decision of the Claims Administrator or Lead Counsel with
16 respect to accepting or rejecting any Claim for payment, nor have any Defendant or
17 Defendants' Releasee have any responsibility, interest in, or liability for any decision with
18 respect to any Claim. Lead Counsel shall have the right, but not the obligation, to waive
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1 what it deems to be formal or technical defects in any Claims submitted in the interests of
2 achieving substantial justice.

3 25. For purposes of determining the extent, if any, to which a Settlement Class
4 Member shall be entitled to be treated as an Authorized Claimant, the following conditions
5 shall apply:

6 a. Each Claimant shall be required to submit a paper or electronic Claim,
7 substantially in the form attached hereto as Exhibit A-2 in accordance with the instructions
8 for the submission of such Claims, and supported by such documents as are designated
9 therein, including proof of the Claimant's loss, or such other documents or proof as the
10 Claims Administrator or Lead Counsel, in their discretion may deem acceptable;

11 b. All Claims must be submitted by the date set by the Court in the
12 Preliminary Approval Order and specified in the Postcard Notice, Internet Notice, and
13 Summary Notice. Any Settlement Class Member who fails to submit a Claim by such date
14 shall be forever barred from receiving any distribution from the Net Settlement Fund or
15 payment pursuant to this Stipulation and the Settlement (unless by Order of the Court such
16 Settlement Class Member's Claim is accepted), but shall in all other respects be bound by
17 all of the terms of this Stipulation and the Settlement, including the terms of the Judgment,
18 and the Releases provided for herein and therein, and will be permanently barred, enjoined,
19 and estopped from bringing any action, claim or other proceeding of any kind against any
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1 Defendants' Releasees with respect to any Released Plaintiff's Claim. Provided that it is
2 mailed by the claim-submission deadline, a Claim Form shall be deemed to be submitted
3 when postmarked, if received with a postmark indicated on the envelope and if mailed by
4 first-class mail and addressed in accordance with the instructions thereon. In all other cases,
5 the Claim Form shall be deemed to have been submitted on the date when actually received
6 by the Claims Administrator;

7 c. Each Claim shall be submitted to and reviewed by the Claims
8 Administrator who shall determine in accordance with this Stipulation and the Plan of
9 Allocation the extent, if any, to which each Claim shall be allowed, subject to review by
10 the Court pursuant to subparagraph (e) below as necessary;

11 d. Claims that do not meet the submission requirements may be rejected.
12 Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate
13 with the Claimant in writing, to give the Claimant the chance to remedy any curable
14 deficiencies in the Claim submitted. The Claims Administrator shall notify, in a timely
15 fashion and in writing, all Claimants whose Claim the Claims Administrator proposes to
16 reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice
17 that the Claimant whose Claim is to be rejected has the right to a review by the Court if the
18 Claimant so desires and complies with the requirements of subparagraph (e) below; and

1 e. If any Claimant whose Claim has been rejected in whole or in part
2 desires to contest such rejection, the Claimant must, within fourteen (14) calendar days
3 after the date of mailing of the notice required in subparagraph (d) above or a lesser time
4 period if the Claim was untimely, serve upon the Claims Administrator a notice and
5 statement of reasons indicating the Claimant's grounds for contesting the rejection along
6 with any supporting documentation, and requesting a review thereof by the Court. If a
7 dispute concerning a Claim cannot be otherwise resolved, Lead Counsel shall thereafter
8 present the request for review to the Court.

9 26. Each Claimant shall be deemed to have submitted to the jurisdiction of the
10 Court with respect to the Claimant's Claim, including but not limited to all Releases
11 provided herein and in the Judgment, and the Claim will be subject to investigation and
12 discovery under the Federal Rules of Civil Procedure, provided, however, that such
13 investigation and discovery shall be limited to that Claimant's status as a Settlement Class
14 Member and the validity and amount of the Claimant's Claim. No discovery shall be
15 allowed on the merits of this Action or of the Settlement in connection with the processing
16 of Claims.

17 27. Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for a
18 Class Distribution Order: (a) approving the Claims Administrator's administrative
19 determinations concerning the acceptance and rejection of the Claims submitted; (b)

1 approving payment of any administration fees and expenses associated with the
2 administration of the Settlement from the Escrow Account; and (c) if the Effective Date
3 has occurred, directing payment of the Net Settlement Fund to Authorized Claimants from
4 the Escrow Account.

5 28. Payment pursuant to the Class Distribution Order shall be final and conclusive
6 against all Claimants. All Settlement Class Members whose Claims are not approved by
7 the Court for payment shall be barred from participating in distributions from the Net
8 Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and
9 the Settlement, including the terms of the Judgment, to be entered in this Action and the
10 Releases provided for herein and therein, and will be permanently barred, enjoined, and
11 estopped from bringing any action against any and all Defendants' Releasees with respect
12 to any and all of the Released Plaintiff's Claims.

13 29. No person or entity shall have any claim against Lead Plaintiff, Lead Counsel,
14 the Claims Administrator, or any other agent designated by Lead Counsel, or Defendants'
15 Releasees and/or their respective counsel, arising from distributions made substantially in
16 accordance with the Stipulation, the Plan of Allocation approved by the Court, or any order
17 of the Court. Lead Plaintiff and Defendants, and their respective counsel, and all other
18 Releasees shall have no liability whatsoever for the investment or distribution of the
19 Settlement Fund or the Net Settlement Fund, the Plan of Allocation, or the determination,
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1 administration, calculation, or payment of any claim or nonperformance of the Claims
2 Administrator, the payment or withholding of Taxes (including interest and penalties)
3 owed by the Settlement Fund, or any losses incurred in connection therewith.

4 30. All proceedings with respect to the administration, processing and
5 determination of Claims and the determination of all controversies relating thereto,
6 including disputed questions of law and fact with respect to the validity of Claims, shall be
7 subject to the jurisdiction of the Court. All Settlement Class Members, other Claimants,
8 and Parties to this Settlement expressly waive trial by jury (to the extent any such right
9 may exist) and any right of appeal or review with respect to such determinations. If any
10 funds remain in the Net Settlement Fund by reason of uncashed checks or otherwise, then,
11 after the Claims Administrator has made reasonable and diligent efforts to have Authorized
12 Claimants who are entitled to participate in the distribution of the Net Settlement Fund
13 cash their distribution checks, any balance remaining in the Net Settlement Fund six (6)
14 months after the initial distribution of such funds shall be re-distributed, after payment of
15 any unpaid costs or fees incurred in administering the Net Settlement Fund for such
16 redistribution, to Authorized Claimants who have cashed their checks and who would
17 receive at least \$10.00 from such re-distribution. If any funds shall remain in the Net
18 Settlement Fund six months after such re-distribution, then such balance shall be

1 contributed to support investor protection at the Consumer Federation of America or any
2 non-sectarian, not-for-profit, 501(c)(3) organization(s) as ordered by the Court.

3 **TERMS OF THE JUDGMENT**

4 31. If the Settlement contemplated by this Stipulation is approved by the Court,
5 Lead Counsel and Defendants' Counsel shall request that the Court enter a Judgment,
6 substantially in the form attached hereto as Exhibit B.

7 **CONDITIONS OF SETTLEMENT AND EFFECT OF**
8 **DISAPPROVAL, CANCELLATION OR TERMINATION**

9 32. The Effective Date of the Settlement shall be the date on which all of the
10 following events have occurred or been waived:

11 a. The Court has entered the Preliminary Approval Order, substantially in
12 the form set forth in Exhibit A attached hereto, as required by ¶ 3 above;

13 b. The Settlement Amount has been deposited into the Escrow Account in
14 accordance with the provisions of ¶ 8 above;

15 c. Defendants have not exercised the option to terminate the Settlement
16 pursuant to the provisions of this Stipulation;

17 d. Plaintiff has not exercised his option to terminate the Settlement
18 pursuant to the provisions of this Stipulation; and
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1 e. The Court has approved the Settlement as described herein, following
2 notice to the Settlement Class and a hearing, as prescribed by Rule 23 of the Federal Rules
3 of Civil Procedure; and

4 f. The Judgment has been entered by the Court and has become Final.

5 33. Upon the occurrence or waiver of all of the events referenced in ¶ 32 above,
6 any and all remaining interest or right of Defendants or any of Defendants' Releasees in or
7 to the Settlement Fund, if any, shall be absolutely and forever extinguished and the
8 Releasees herein shall be effective.

9 34. If the Effective Date as to the Settlement otherwise fails to occur, then:

10 a. The Settlement and the relevant portions of this Stipulation shall be
11 cancelled and terminated.

12 b. Lead Plaintiff and Defendants shall revert to their respective positions
13 in the Action immediately prior to the execution of this Stipulation.

14 c. The terms and provisions of this Stipulation, with the exception of this
15 ¶ 34 and ¶¶ 14, 16, 38, and 57, shall have no further force and effect with respect to the
16 Parties and shall not be used in the Action or in any other proceeding for any purpose, and
17 any Judgment or order entered by the Court in accordance with the terms of this Stipulation
18 shall be treated as vacated, *nunc pro tunc*.

1 d. In the event the Settlement is not approved or the Settlement is
2 terminated pursuant to this Stipulation, then within ten (10) business days after written
3 notices of such termination, the Settlement Fund (including accrued interest thereon, and
4 change in value as a result of the investment of the Settlement Fund, and any funds received
5 by Lead Counsel consistent with ¶ 16 above), less any Notice and Administration Costs
6 actually incurred, paid or payable and less any Taxes paid, due or owing, shall be refunded
7 to Origin Materials and/or Origin's insurer(s) who funded the Settlement Amount (or such
8 other persons or entities as Origin Materials may direct). In the event that the funds received
9 by Lead Counsel consistent with ¶ 16 above have not been refunded to the Settlement Fund
10 within ten (10) business days specified in this paragraph, those funds shall be refunded to
11 Origin Materials and/or Origin's insurer(s) who funded the Settlement Amount (or such
12 other entities as Origin Materials may direct) immediately upon their deposit into the
13 Escrow Accounting consistent with ¶ 16 above.

14 35. It is further stipulated and agreed that Defendants and Lead Plaintiff shall each
15 have the right to terminate the Settlement and this Stipulation, by providing written notice
16 of their election to do so ("Termination Notice") to the other Party to this Stipulation within
17 thirty (30) calendar days of: (a) the Court's final refusal to enter the Preliminary Approval
18 Order in any material respect; (b) the Court's final refusal to approve the Settlement or any
19 material part thereof; (c) the Court's final refusal to enter the Judgment in any material
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1 respect as to the Settlement; or (d) the date upon which the Judgment is modified or
2 reversed in any material respect by the United States Court of Appeals for the Ninth Circuit
3 or the United States Supreme Court, and the provisions of ¶ 34 above shall apply.
4 However, any decision or proceeding, whether in this Court or any appellate court, with
5 respect to an application for attorneys' fees and/or Litigation Expenses or with respect to
6 any plan of allocation shall not be considered material to the Settlement, shall not affect
7 the finality of any Judgment and shall not be grounds for termination of the Settlement.

8 36. If prior to the Settlement Hearing, the aggregate number of shares of Origin
9 Materials common stock purchased during the Class Period by persons or entities who
10 would otherwise be Settlement Class Members, but who request exclusion from the
11 Settlement Class, exceeds the sum specified in a separate supplemental agreement between
12 Lead Plaintiff and Origin Materials by and through their counsel (the "Supplemental
13 Agreement"), Origin Materials shall have the discretion to terminate this Stipulation and
14 render it null and void in accordance with the procedures set forth in the Supplemental
15 Agreement. The Parties agree to maintain the confidentiality of the Supplemental
16 Agreement. The Supplemental Agreement shall not be filed with the Court unless and until
17 (i) the Parties agree in writing to file it; (ii) a dispute arises between the Parties concerning
18 its interpretation or application; or (iii) as otherwise ordered by the Court. The
19 Supplemental Agreement shall not otherwise be disclosed in any manner unless ordered by

1 the Court. If required by the Court, the Supplemental Agreement and/or any of its terms
2 may be disclosed *in camera* to the Court for purposes of approval of the Settlement, but
3 such disclosure shall be carried out to the fullest extent possible in accordance with the
4 practices of the Court so as to preserve the confidentiality of the Supplemental Agreement,
5 particularly the threshold aggregate number of shares.

6 37. In addition to the grounds set forth in ¶¶ 35 and 36 above, Lead Plaintiff shall
7 also have the right to terminate the Settlement in the event that the Settlement Amount has
8 not been paid as provided for in ¶ 8 above, but only if: (i) Lead Counsel has notified
9 Defendants' Counsel in writing of Lead Counsel's intention to terminate the Settlement;
10 and (ii) the entire Settlement Amount is not transferred to the Escrow Account within five
11 (5) business days after Lead Counsel has provided such written notice.

12 **NO ADMISSION OF WRONGDOING**

13 38. Neither this Stipulation (whether or not consummated), including the exhibits
14 attached hereto and the Plan of Allocation contained therein (or any other plan of allocation
15 that may be approved by the Court), nor the negotiations leading to the execution of this
16 Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation,
17 and/or approval of the Settlement (including any arguments proffered in connection
18 therewith):

1 a. Shall be offered against any of the Defendants' Releasees as evidence
2 of, or construed as, or deemed to be evidence of any presumption, concession, or admission
3 by any of the Defendants' Releasees with respect to the truth of any fact alleged by Lead
4 Plaintiff or the validity of any claim that was or could have been asserted or the deficiency
5 of any defense that has been or could have been asserted in this Action or in any other
6 litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of
7 the Defendants' Releasees or in any way referred to for any other reason as against any of
8 the Defendants' Releasees, in any arbitration proceeding or other civil, criminal, or
9 administrative action or proceeding, other than such proceedings as may be necessary to
10 effectuate the provisions of this Stipulation;

11 b. Shall be offered against any of the Plaintiff's Releasees as evidence of,
12 or construed as, or deemed to be evidence of any presumption, concession, or admission
13 by any of the Plaintiff's Releasees that any of their claims are without merit, that any of
14 the Defendants' Releasees had meritorious defenses, or that damages recoverable under
15 the Complaint would not have exceeded the Settlement Amount or with respect to any
16 liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any
17 other reason as against any of the Plaintiff's Releasees, in any arbitration proceeding or
18 other civil, criminal, or administrative action or proceeding, other than such proceeding as
19 may be necessary to effectuate the provisions of this Stipulation; or
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1 c. Shall be construed against any of the Releasees as an admission,
2 concession, or presumption that the consideration to be given hereunder represents the
3 amount which could be or would have been recovered after trial; *provided, however*, that
4 if this Stipulation is approved by the Court, the Parties and the Releasees and their
5 respective counsel may refer to it to effectuate the protections from liability granted
6 hereunder or otherwise to enforce the terms of the settlement.

7 **MISCELLANEOUS PROVISIONS**

8 39. All of the exhibits attached hereto are hereby incorporated by reference as
9 though fully set forth herein. Notwithstanding the foregoing, in the event that there exists
10 a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit
11 attached hereto, the terms of this Stipulation shall prevail.

12 40. Origin Materials warrants that, as to the payments made or to be made on its
13 behalf, at the time of entering into this Stipulation and at the time of such payment it, or to
14 the best of its knowledge any persons or entities contributing to the payment of the
15 Settlement Amount, were not insolvent, nor will the payment required to be made by or on
16 behalf of them render them insolvent within the meaning of and/or for the purposes of the
17 United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is
18 made by Origin Materials and not by its counsel.

1 41. In the event of the entry of a final order of a court of competent jurisdiction
2 determining the transfer of money to the Settlement Fund or any portion thereof by or on
3 behalf of Origin Materials to be a preference, voidable transfer, fraudulent transfer, or
4 similar transaction and any portion thereof is required to be returned, and such amount is
5 not promptly deposited into the Settlement Fund by others, then, at the election of Lead
6 Plaintiff, Lead Plaintiff and Origin Materials shall jointly move the Court to vacate and set
7 aside the Releases given and the Judgment entered in favor of Defendants and other
8 Releasees pursuant to this Stipulation, in which event the Releases and Judgment shall be
9 null and void, the Parties shall be restored to their respective positions in the litigations as
10 provided in ¶ 34 above, and any cash amounts in the Settlement Fund (less any Taxes paid,
11 due or owing with respect to the Settlement Fund and less any Notice and Administration
12 Costs actually incurred, paid or payable) shall be returned as provided in ¶ 34.

13 42. The Parties intend the Settlement to be the full, final, and complete resolution
14 of all claims asserted or that could have been asserted by the Parties with respect to the
15 Action, Released Plaintiff's Claims, and Released Defendants' Claims. The Settlement
16 compromises claims which are contested and shall not be deemed an admission by any
17 Party or any Releasee as to the merits of any claim or defense. Pursuant to 15 U.S.C. §
18 78u-4(c)(1), the Judgment will contain a finding that, during the course of the Action, the
19 Parties, the Defendants and their respective counsel at all times complied with the
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1 requirements of Federal Rule of Civil Procedure 11 in connection with the maintenance,
2 prosecution, defense, and settlement of the Action and shall not make any application for
3 sanctions, pursuant to Rule 11 or other court rule or statute, with respect to any claim or
4 defense in this Action. The Parties agree that the Settlement Amount and the other terms
5 of the Settlement were negotiated at arm's length, including through a mediation process
6 supervised and conducted by Mediator Robert Meyer, Esq. of JAMS, and in good faith by
7 the Parties, and reflects a settlement that was reached voluntarily based upon adequate
8 information and after consultation with competent legal counsel. The Parties and the
9 Defendants reserve their right to rebut, in a manner that such Party or Defendant determines
10 to be appropriate, any contention made in any public forum regarding the Action, including
11 that the Action was brought or defended in bad faith or without a reasonable basis.

12 43. The terms of the Settlement, as reflected in this Stipulation, may not be
13 modified or amended, nor may any of its provisions be waived, except by a writing signed
14 on behalf of both Lead Plaintiff and Defendants (or their successors-in-interest).

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

17 45. The administration and consummation of the Settlement as embodied in this
18 stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction
19 for the purpose of entering orders providing for awards of attorneys' fees and Litigation
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1 Expenses to Plaintiff's Counsel, enforcing the terms of this Stipulation, and the distribution
2 of the Net Settlement Fund to Settlement Class Members.

3 46. The waiver by one Party of any breach of this Stipulation by any other Party
4 shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

5 47. This Stipulation, its exhibits, and the Supplemental Agreement constitute the
6 entire agreement among Lead Plaintiff and Origin Materials concerning the Settlement and
7 this Stipulation and its exhibits. All Parties acknowledge that no other agreements,
8 representations, warranties, or inducements have been made by any Party hereto
9 concerning this stipulation, its exhibits, or the Supplemental Agreement other than those
10 contained and memorialized in such documents.

11 48. This Stipulation may be executed in one or more counterparts, including by
12 signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via
13 email. All executed counterparts and each of them shall be deemed to be one and the same
14 instrument.

15 49. This Stipulation shall be binding upon and inure to the benefit of the
16 successors and assigns of the Parties, including any and all Releasees and any corporation,
17 partnership or other entity into or with which any Party hereto may merge, consolidate, or
18 reorganize.

1 50. The construction, interpretation, operation, effect, and validity of this
2 Stipulation, the Supplemental Agreement, and all documents necessary to effectuate them
3 shall be governed by the internal laws of the State of California without regard to conflicts
4 of laws, except to the extent that federal law requires that federal law govern.

5 51. Any action arising under or to enforce this Stipulation, or any portion thereof,
6 shall be commenced and maintained only in the Court.

7 52. This Stipulation shall not be construed more strictly against one Party than
8 another merely by virtue of the fact that it, or any part of it, may have been prepared by
9 counsel for one of the Parties, it being recognized that it is the result of arm's-length
10 negotiations between the Parties and all Parties have contributed substantially and
11 materially to the preparation of this Stipulation.

12 53. All counsel and any other person executing this Stipulation and any of the
13 exhibits hereto, or any related Settlement documents, warrant and represent that they have
14 the full authority to do so and that they have the authority to take appropriate action
15 required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

16 54. The Parties acknowledge that it is their intent to consummate this agreement,
17 and Lead Counsel and Defendants' Counsel agree to cooperate to the extent reasonably
18 necessary to effectuate and implement all terms and conditions of the Stipulation and to
19 exercise their best efforts to accomplish the foregoing terms and conditions of the
20

1 Stipulation, and to use best efforts to promptly agree upon and execute all such other
2 documentation as may be reasonably required to obtain final approval by the Court of the
3 Settlement.

4 55. If any disputes arise out of the finalization of the Settlement documentation
5 or the Settlement itself prior to joint submission to the Court of the application for
6 preliminary approval of the Settlement, the Parties agree to engage in an expedited
7 telephonic mediation with the Mediator, Robert Meyer, Esq. If any Party is required to give
8 notice to another Party under this Stipulation, such notice shall be in writing and shall be
9 deemed to have been duly given (i) upon receipt of hand delivery or email transmission,
10 with confirmation of receipt; (ii) one (1) business day after being sent to the recipient by
11 reputable overnight courier service; or (iii) seven (7) business days after being mailed to
12 the recipient by certified or registered mail, return receipt requested, and postage prepaid.
13 In addition to the methods of notice permitted in this ¶ 55, all notices shall also be provided
14 by email to ensure that they are received by the other Party. Such notice shall be provided
15 at the following addresses and email addresses:

16 If to Lead Plaintiff or Lead Counsel: Bernstein Liebhard LLP
17 Attn: Michael S. Bigin
18 10 East 40th Street
19 New York, NY 10016
20 Tel: (212) 779-1414
Email: bigin@bernlieb.com

1 If to Defendants:

Freshfields US LLP
Attn: Doru Gavril
855 Main Street
Redwood City, CA 94063
Telephone: (650) 618-9250
Email: doru.gavril@freshfields.com

2
3
4 56. Except as otherwise provided herein, each Party shall bear its own costs.

5
6 57. Whether or not the Stipulation is approved by the Court and whether or not
7 the Stipulation is consummated, or the Effective Date occurs, the Parties and their Counsel
8 shall use their best efforts to keep all negotiations, discussions, acts performed, agreements,
9 drafts, documents signed, and proceedings in connection with the Stipulation confidential.

10 58. All agreements made during the course of this Action relating to the
11 confidentiality of information shall survive this Settlement.

12 59. No opinion or advice concerning the tax consequences of the proposed
13 Settlement to individual Settlement Class Members is being given or will be given by the
14 Parties or their counsel; nor is any representation or warranty in this regard made by virtue
15 of this Stipulation. Each Settlement Class Member's tax obligations, and the
16 determinations thereof are the sole responsibility of that Settlement Class Member, and it
17 is understood that the tax consequences may vary depending on the particular
18 circumstances of each individual settlement class member.

19 Dated: October 27, 2025

1 **BERNSTEIN LIEBHARD LLP**

2 

3 Stanley D. Bernstein
4 Michael S. Bigin
5 Stephanie M. Beige
6 10 East 40th Street
7 New York, NY 10016
8 Telephone: (212) 779-1414
9 Facsimile: (212) 779-3218
10 bernstein@bernlieb.com
11 bigin@bernlieb.com
12 beige@bernlieb.com

13 *Lead Counsel for the Lead Plaintiff and
14 the Proposed Class*

15 **BRAGAR EAGEL & SQUIRE P.C**

16 Marion C. Passmore (SBN #228474)
17 580 California Street, Suite 1200
18 San Francisco, CA 94104
19 (415) 568-2124 (phone)
20 (212) 486-0462 (fax)
passmore@bespc.com

*Liaison Counsel for Lead Plaintiff,
Lead Counsel, and the Proposed Class*

FRESHFIELDS US LLP



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rebecca.lockert@freshfields.com

*Attorneys for Defendants Origin
Materials, Inc., and John Bissell*

EXHIBIT A

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

In re ORIGIN MATERIALS, INC.)
SECURITIES LITIGATION)

Master File No.: 2:23-cv-01816-WBS-JDP

_____)
This Document Relates To)

**ORDER GRANTING PRELIMINARY
APPROVAL OF THE CLASS ACTION
SETTLEMENT AND AUTHORIZING
NOTICE**

ALL ACTIONS CONSOLIDATED FROM:)

Antonio F. Soto, individually and on behalf of all)
others similarly situated,)

CLASS ACTION

Plaintiff,)

Judge William B. Shubb
Courtroom 5, 14th Floor

v.)

Origin Materials, Inc., Richard J. Riley, and John)
Bissell,)

Defendants)
_____)

WHEREAS, a securities action is pending in this court styled *In re Origin
Materials, Inc. Securities Litigation*, Master File No. 2:23-cv-01816-WBS-JDP (the
“Action”);

WHEREAS, Lead Plaintiff Todd Frega (“Lead Plaintiff”), on behalf of himself
and the Settlement Class (defined below), and Defendants Origin Materials, Inc.
 (“Origin Materials”) and John Bissell have determined to settle all claims asserted in
the Action in their entirety and as against Defendants with prejudice on the terms and

1 conditions set forth in the Stipulation of Settlement dated October 27, 2025 (the
2 “Stipulation”), subject to the approval of this Court (the “Settlement”);

3 WHEREAS, Lead Plaintiff has made a motion, pursuant to Rule 23(e)(1) of the
4 Federal Rules of Civil Procedure, for an order preliminarily approving the Settlement
5 in accordance with the Stipulation and allowing notice to Settlement Class Members
6 as more fully described herein;

7 WHEREAS, the Parties to the Stipulation have consented to entry of this Order;

8 WHEREAS, the Court has read and considered: (a) Lead Plaintiff’s motion for
9 preliminary approval of the Settlement and authorization to send notice of the
10 Settlement to the Settlement Class, and the papers filed and arguments made in
11 connection therewith; and (b) the Stipulation and the exhibits attached thereto; and

12 WHEREAS, unless otherwise defined in this Order, the capitalized terms
13 herein shall have the same meanings as they have in the Stipulation;

14 NOW THEREFORE, IT IS HEREBY ORDERED:

15 1. **Preliminary Approval of Settlement** – The Court has reviewed the
16 Stipulation and finds, pursuant to Federal Rule of Civil Procedure 23(e)(1), that the
17 Court will likely be able to approve the proposed Settlement as fair, reasonable, and
18 adequate under Federal Rule of Civil Procedure 23(e)(2), subject to further
19 consideration at the Settlement Hearing to be conducted as described below.

20 2. **Proposed Class Certification for Settlement Purposes** – Solely for
21 purposes of effectuating the proposed Settlement, the Parties have proposed the

1 certification of the following Settlement Class pursuant to Rule 23(b)(3) of the
2 Federal Rules of Civil Procedure: all persons and entities that purchased Origin
3 Materials’ publicly traded securities on the open market of a U.S. stock exchange
4 between March 7, 2023 and August 9, 2023 (the “Class Period”) and were allegedly
5 damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii)
6 members of the Immediate Family of each Defendant; (iii) any person who was an
7 officer or director of Origin Materials; (iv) any firm or entity in which any Defendant
8 has or had a controlling interest; (v) Defendants’ liability insurance carriers; (vi) any
9 affiliates, parents, or subsidiaries of Origin Materials; (vii) all Origin Materials plans
10 that are covered by ERISA; and (viii) the legal representatives, agents, affiliates, heirs,
11 beneficiaries, successors-in-interests, or assigns of any excluded person or entity in
12 their respective capacity as such. Also excluded from the Settlement Class are any
13 persons or entities who or which exclude themselves by submitting a request for
14 exclusion that is accepted by the Court.

15 3. **Class Findings** – The Court finds, pursuant to Rule 23 of the Federal
16 Rules of Civil Procedure, that it will likely be able to certify the Settlement Class
17 solely for purposes of the proposed Settlement. Specifically, the Court finds that each
18 element required for certification of the Settlement Class pursuant to Rule 23 of the
19 Federal Rules of Civil Procedure has been met or will likely be met: (a) the members
20 of the Settlement Class are so numerous that their joinder in the Action would be
21 impracticable; (b) there are questions of law and fact common to the Settlement Class

1 which predominate over any individual questions; (c) the claims of Lead Plaintiff in
2 the Action are typical of the claims of the Settlement Class; (d) Lead Plaintiff and
3 Lead Counsel have and will fairly and adequately represent and protect the interests
4 of the Settlement Class; and (e) a class action is superior to other available methods
5 for the fair and efficient adjudication of the Action.

6 4. The Court also finds that it will likely be able to certify Lead Plaintiff as
7 Class Representative for the Settlement Class and appoint Lead Counsel as Class
8 Counsel for the Settlement Class pursuant to Rule 23(g) of the Federal Rules of Civil
9 Procedure.

10 5. **Settlement Hearing** – The Court will hold a settlement hearing (the
11 “Settlement Hearing”) pursuant to Rule 23(e) of the Federal Rules of Civil Procedure
12 on _____, 2026 at __: __ .m. in Courtroom 5, 14th Floor of the
13 Robert T. Matsui United States Courthouse, 501 I Street, Sacramento, CA 95814, for
14 the following purposes: (a) to determine whether the proposed Settlement on the terms
15 and conditions provided for in the Stipulation is fair, reasonable, and adequate to the
16 Settlement Class, and should be finally approved by the Court; (b) to determine
17 whether, for purposes of the Settlement only, the Action should be certified as a class
18 action on behalf of the Settlement Class, Lead Plaintiff should be certified as Class
19 Representative for the Settlement Class, and Lead Counsel should be appointed as
20 Class Counsel for the Settlement Class; (c) to determine whether a Judgment
21 substantially in the form attached as Exhibit B to the Stipulation should be entered

1 dismissing the Action with prejudice against Defendants; (d) to determine whether
2 Lead Counsel’s motion for attorneys’ fees and Litigation Expenses should be
3 approved; (e) to consider any Settlement Class Members’ timely objections to the
4 Settlement or motion for attorneys’ fees and Litigation Expenses; and (f) to consider
5 any other matters that may properly be brought before the Court in connection with
6 the Settlement. Notice of the Settlement and the Settlement Hearing shall be given to
7 Settlement Class Members as set forth in paragraph 7 of this Order.

8 6. The Court may adjourn the Settlement Hearing, decide to hold the
9 hearing remotely, or modify any of the dates herein without further notice to
10 Settlement Class Members. Any such changes shall be posted on the website for the
11 Settlement. The Court may also approve the proposed Settlement with such
12 modifications as the Parties may agree to, if appropriate, without further notice to the
13 Settlement Class, provided that doing so would not impair Settlement Class Members’
14 rights in a manner inconsistent with Rule 23 and due process of law.

15 7. **Retention of Claims Administrator and Manner of Giving Notice** –
16 Lead Counsel is hereby authorized to retain Strategic Claims Services (the “Claims
17 Administrator”) to supervise and administer the notice procedure in connection with
18 the proposed Settlement as well as the processing of Claims as more fully set forth
19 below:

20 a. Not later than ten (10) business days after the date of entry of this
21 Order (the “Notice Date”), Origin Materials shall, at no cost to the Settlement Fund,

1 Lead Counsel, or the Claims Administrator, provide or cause to be provided to the
2 Claims Administrator in electronic format a list consisting of names and mailing
3 addresses and email addresses, if available, of those who purchased or held Origin
4 Materials securities during the Class Period;

5 b. Not later than ten (10) business days after the Notice Date, the
6 Claims Administrator shall cause copies of the Internet Notice and Claim Form to be
7 posted on a website to be developed for the Settlement, substantially in the forms
8 attached hereto as Exs. 1 and 2, from which copies of the Internet Notice and Claim
9 Form can be downloaded;

10 c. Not later than ten (10) business days after the Notice Date, the
11 Claims Administrator shall cause the Summary Notice, substantially in the form
12 attached hereto as Exhibit 3, to be published once in *Investor's Business Daily* and to
13 be transmitted once over the *PR Newswire*;

14 d. Beginning not later than twenty (20) business days after the Notice
15 Date, the Claims Administrator shall cause a copy of the Postcard Notice,
16 substantially in the form attached hereto as Ex. 4, to be mailed by first-class mail or
17 emailed to potential Settlement Class Members at the addresses set forth in the records
18 provided by Origin Materials or in the records which Origin Materials caused to be
19 provided, or who otherwise may be identified through further reasonable effort; and
20
21

1 e. Not later than seven (7) calendar days prior to the Settlement
2 Hearing, Lead Counsel shall serve on Defendant’s Counsel and file with the Court
3 proof, by affidavit or declaration, of such mailing and publication.

4 8. **Approval of Form and Content of Notice** – The Court: (a) approves,
5 as to form and content, the Postcard Notice, Internet Notice, the Claim Form, and the
6 Summary Notice, attached hereto as Exhibits 1, 2, and 3, respectively; and, (b) finds
7 that the mailing and distribution of the Postcard Notice and the publication of the
8 Summary Notice, Internet Notice, and Claim Form in the manner and form set forth
9 in paragraph 7 of this Order (i) is the best notice practicable under the circumstances;
10 (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise
11 Settlement Class Members of the pendency of the Action, of the effect of the proposed
12 Settlement (including the Releases to be provided thereunder), of Lead Counsel’s
13 motion for attorneys’ fees and Litigation Expenses, of their right to object to the
14 Settlement, Lead Counsel’s motion for attorneys’ fees and Litigation Expenses, of
15 their right to exclude themselves from the Settlement Class, and of their right to
16 appear at the Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice
17 to all persons and entities entitled to receive notice of the proposed Settlement; and
18 (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the
19 United States Constitution (including the Due Process Clause), the Private Securities
20 Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other
21 applicable law and rules. The date and time of the Settlement Hearing shall be

1 included in the Postcard Notice, Internet Notice and Summary Notice before they are
2 mailed and published, respectively.

3 9. **Nominee Procedures** – Plaintiffs’ Counsel, through the Claims
4 Administrator, shall make all reasonable efforts to give notice to nominee owners
5 such as brokerage firms and other persons or entities who purchased Origin Materials
6 securities during the Class Period for the benefit of another person or entity. Brokers
7 and other nominees who purchased Origin Materials securities during the Class
8 Period for the benefit of another person or entity shall, within seven (7) calendar days
9 of receipt of the Postcard Notice, either: (a) provide to the Claims Administrator the
10 name, last known address, and email address (if available) of each such person or
11 entity; (b) request additional copies of the Postcard Notice from the Claims
12 Administrator, which will be provided free of charge, and, within seven (7) calendar
13 days of receipt, mail the Postcard Notice directly to all such persons or entities; or (c)
14 request an electronic copy of the Postcard Notice or the link to the Internet Notice and
15 Claim Form on the Settlement website from the Claims Administrator, which will be
16 provided free of charge, and, within seven (7) calendar days of receipt, email the
17 Postcard Notice or the link to the Internet Notice and Claim Form directly to all such
18 persons and entities for which email addresses are available. If a broker or other
19 nominee opts to utilize procedure (b) or (c) above, then such broker or nominee must
20 provide a statement to the Claims Administrator confirming that the mailing was
21 made as directed and keep a record of the names and mailing addresses used. Upon

1 full compliance with this Order, such brokers or other nominees may seek
2 reimbursement of their reasonable expenses actually incurred in complying with this
3 Order by providing the Claims Administrator with proper documentation supporting
4 the expenses for which reimbursement is sought, up to a maximum of \$0.02 plus
5 postage at the current pre-sort rate used by the Claims Administrator per Postcard
6 Notice mailed; \$0.02 per Postcard Notice or the link to the Internet Notice and Claim
7 Form emailed; or \$0.02 per name, address, and email address provided to the Claims
8 Administrator. Such properly documented expenses incurred by brokers or other
9 nominees in compliance with the terms of this Order shall be paid from the Settlement
10 Fund, with any disputes as to the reasonableness or documentation of expenses
11 incurred are subject to review by the Court.

12 10. **CAFA Notice** – As provided in the Stipulation, Defendants shall serve
13 the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715 *et seq.*
14 (“CAFA”) no later than ten (10) calendar days following the filing of the Stipulation
15 with the Court. Defendants are solely responsible for the costs of the CAFA notice
16 and administering the CAFA notice. No later than seven (7) calendar days before the
17 Settlement Hearing, Defendants shall cause to be served on Lead Counsel and filed
18 with the Court proof, by affidavit or declaration, regarding compliance with 28 U.S.C.
19 § 1715(b).

20 11. **Participation in the Settlement** – Settlement Class Members who wish
21 to participate in the Settlement and to be eligible to receive a distribution from the Net

1 Settlement Fund must complete and submit a Claim Form in accordance with the
2 instructions contained therein. Unless the Court orders otherwise, all Claim Forms
3 must be postmarked or received electronically no later than ninety (90) calendar days
4 after the Notice Date. Notwithstanding the foregoing, Lead Counsel may, at its
5 discretion, accept for processing late claims, provided such acceptance does not delay
6 the distribution of the Net Settlement Fund to the Settlement Class. By submitting a
7 Claim, a person or entity shall be deemed to have submitted to the jurisdiction of the
8 Court with respect to his, her, or its Claim and the subject matter of the Settlement.

9 12. In order to be entitled to participate in the recovery from the Net
10 Settlement Fund after the Effective Date, each Claim Form submitted must satisfy the
11 following conditions: (a) it must be properly completed, signed, and submitted in a
12 timely manner in accordance with the provisions of the preceding paragraph; (b) it
13 must be accompanied by adequate supporting documentation for the transactions and
14 holdings reported therein, in the form of broker confirmation slips, broker account
15 statements, an authorized statement from the broker containing the transactional and
16 holding information found in a broker confirmation slip or account statement, or such
17 other documentation as is deemed adequate by Lead Counsel or the Claims
18 Administrator; (c) if the person executing the Claim Form is acting in a representative
19 capacity, a certification of his, her, or its current authority to act on behalf of the
20 Settlement Class Member must be included in the Claim Form to the satisfaction of
21 Lead Counsel or the Claims Administrator; and (d) the Claim Form must be complete

1 and contain no material deletions or modifications of any of the printed matter
2 contained therein and must be signed under penalty of perjury.

3 13. Any Settlement Class Member that does not timely and validly submit a
4 Claim Form or whose Claim is not otherwise approved by the Court: (a) shall be
5 deemed to have waived his, her, or its right to share in the Net Settlement Fund; (b)
6 shall be forever barred from participating in any distributions therefrom; (c) shall be
7 bound by the provisions of the Stipulation and the Settlement and all proceedings,
8 determinations, orders, and judgments in the Action relating thereto, including,
9 without limitation, the Judgment and the Releases provided for therein, whether
10 favorable or unfavorable to the Settlement Class; and (d) will be barred from
11 commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims
12 against each and all of the Defendants' Releasees, as more fully described in the
13 Stipulation and the Internet Notice. Notwithstanding the foregoing, late Claim Forms
14 may be accepted for processing as set forth in paragraph 11 above.

15 14. **Exclusion From the Settlement Class** – All Settlement Class Members
16 shall be bound by all determinations and judgments in this Action, whether favorable
17 or unfavorable, unless such persons or entities request to be excluded, or “opt out,”
18 from the Settlement Class. Any member of the Settlement Class who wishes to
19 exclude himself, herself, or itself from the Settlement Class must request exclusion in
20 writing within the time and in the manner set forth in the Internet Notice, which shall
21 provide that: (a) any such request for exclusion from the Settlement Class must be

1 mailed or delivered, such that it is received no later than twenty-one (21) calendar
2 days prior to the Settlement Hearing, to: Origin Materials, Inc. Securities Litigation,
3 c/o Strategic Claims Services, 600 N. Jackson St., Suite 205, P.O. Box 230, Media,
4 PA 19063 and (b) each request for exclusion must (i) state the name, address, and
5 telephone number of the person or entity requesting exclusion, and in the case of
6 entities, the name and telephone number of the appropriate contact person; (ii) state
7 that such person or entity “requests exclusion from the Settlement Class in *In re*
8 *Origin Materials, Inc. Securities Litigation*, Master File No. 2:23-cv-01816-WBS-
9 JDP”; (iii) state the number of Origin Materials securities that the person or entity
10 requesting exclusion (A) owned as of the close of trading on March 6, 2023 and (B)
11 purchased and/or sold during the Class Period, as well as the dates and prices of each
12 such purchase and sale; and (iv) be signed by the person or entity requesting exclusion
13 or an authorized representative. A request for exclusion shall not be effective unless
14 it provides all the required information and is received within the time stated above
15 or is otherwise accepted by the Court.

16 15. Any person or entity who or which timely and validly requests exclusion
17 in compliance with the terms stated in this Order and is excluded from the Settlement
18 Class shall not be a Settlement Class Member, shall not be bound by the terms of the
19 Settlement or any orders or judgments in the Action, and shall not receive any
20 payment out of the Net Settlement Fund.

21

1 16. Any Settlement Class Member who or which does not timely and validly
2 request exclusion from the Settlement Class in the manner stated in this Order: (a)
3 shall be deemed to have waived his, her, or its right to be excluded from the Settlement
4 Class; (b) shall be forever barred from requesting exclusion from the Settlement Class
5 in this or any other proceeding; (c) shall be bound by the provisions of the Stipulation
6 and Settlement and all proceedings, determinations, orders, and judgments in the
7 Action, including, but not limited to, the Judgment and the Releases provided for
8 therein, whether favorable or unfavorable to the Settlement Class; and (d) will be
9 barred from commencing, maintaining, or prosecuting any of the Released Plaintiffs'
10 Claims against any of the Defendants' Releasees, as more fully described in the
11 Stipulation and Internet Notice.

12 17. **Appearance and Objections at Settlement Hearing** – Any Settlement
13 Class Member who or which does not request exclusion from the Settlement Class
14 may enter an appearance in the Action, at his, her, or its own expense, individually or
15 through counsel of his, her, or its own choice, by filing with the Clerk of Court and
16 delivering a notice of appearance to both Lead Counsel and Defendants' Counsel, at
17 the addresses set forth in paragraph 18 below, such that it is received no later than
18 twenty-one (21) calendar days prior to the Settlement Hearing, or as the Court may
19 otherwise direct. Any Settlement Class Member who does not enter an appearance
20 will be represented by Lead Counsel.

21

1 18. Any Settlement Class Member who or which does not request exclusion
2 from the Settlement Class may file a written objection to the proposed Settlement
3 and/or Lead Counsel’s motion for attorneys’ fees and Litigation Expenses and appear
4 to show cause, if he, she, or it has any cause, why the proposed Settlement and/or
5 Lead Counsel’s motion for attorneys’ fees and Litigation Expenses should not be
6 approved; *provided, however*, that no Settlement Class Member shall be heard or
7 entitled to contest the approval of the terms and conditions of the proposed Settlement
8 and/or the motion for attorneys’ fees and Litigation Expenses unless that person or
9 entity has filed a written objection with the Court and served copies of such objection
10 on Lead Counsel and Defendant’s Counsel at the addresses set forth below such that
11 they are received no later than twenty-one (21) calendar days prior to the Settlement
12 Hearing.

13 **Lead Counsel**
14 Bernstein Liebhard LLP
15 Michael S. Bigin
16 10 East 40th Street
17 New York, NY 10016

13 **Defendants’ Counsel**
14 Freshfields US LLP
15 Doru Gavril
16 855 Main Street
17 Redwood City, CA 94063

18 19. Any objections, filings, and other submissions by the objecting
19 Settlement Class Member must: (a) state the name, address, and telephone number of
20 the person or entity objecting and must be signed by the objector; (b) state with
21 specificity the grounds for the Settlement Class Member’s objection, including any

1 legal and evidentiary support the Settlement Class Member wishes to bring to the
2 Court's attention and whether the objection applies only to the objector, to a specific
3 subset of the Settlement Class, or to the entire Settlement Class; and (c) include
4 documents sufficient to prove membership in the Settlement Class, including
5 documents showing the number of shares of Origin Materials securities that the
6 objecting Settlement Class Member (i) owned as of the close of trading on March 6,
7 2023 and (ii) purchased and/or sold during the Class Period, as well as the dates and
8 prices of each such purchase and sale. Documentation establishing membership in the
9 Settlement Class must consist of copies of brokerage confirmation slips or monthly
10 brokerage account statements, or an authorized statement from the objector's broker
11 containing the transactional and holding information found in a broker confirmation
12 slip or account statement. Objectors who enter an appearance and desire to present
13 evidence at the Settlement Hearing in support of their objection must include in their
14 written objection or notice of appearance the identity of any witnesses they may call
15 to testify and any exhibits they intend to introduce into evidence at the hearing.

16 20. Any Settlement Class Member who or which does not make his, her, or
17 its objection in the manner provided herein shall be deemed to have waived his, her,
18 or its right to object to any aspect of the proposed Settlement and Lead Counsel's
19 motion for an award of attorneys' fees and Litigation Expenses and shall be forever
20 barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of
21 the Settlement or the requested attorneys' fees and Litigation Expenses, or from

1 otherwise being heard concerning the Settlement or the requested attorneys' fees and
2 Litigation Expenses in this or any other proceeding. Settlement Class Members do not
3 need to appear at the Settlement Hearing or take any other action to indicate their
4 approval of the Settlement or the application for attorneys' fees and Litigation
5 Expenses.

6 21. **Stay and Temporary Injunction** – Until otherwise ordered by the
7 Court, the Court stays all proceedings in the Action other than proceedings necessary
8 to carry out or enforce the terms and conditions of the Stipulation. Pending final
9 determination of whether the Settlement should be approved, the Court bars and
10 enjoins Lead Plaintiff and all other members of the Settlement Class from
11 commencing or prosecuting, directly or indirectly, any and all of the Released
12 Plaintiffs' Claims against each and all of the Defendants' Releasees.

13 22. **Settlement Administration Fees and Expenses** – All reasonable costs
14 incurred in identifying Settlement Class Members and notifying them of the
15 Settlement as well as in administering the Settlement shall be paid as set forth in the
16 Stipulation without further order of the Court.

17 23. **Settlement Fund** – The contents of the Settlement Fund held by the
18 Escrow Agent at Flagstar Bank shall be deemed and considered to be *in custodia legis*
19 of the Court and shall remain subject to the jurisdiction of the Court until such time
20 as they shall be distributed pursuant to the Stipulation and/or further order(s) of the
21 Court.

1 24. **Taxes** – Lead Counsel is authorized and directed to prepare any tax
2 returns and any other tax reporting form for, or in respect to, the Settlement Fund, to
3 pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund,
4 and to otherwise perform all obligations with respect to Taxes and any reporting or
5 filings in respect thereof without further order of the Court in a manner consistent
6 with the provisions of the Stipulation.

7 25. **Motion for Attorneys’ Fees and Litigation Expenses** – Defendants’
8 Releasees shall have no responsibility or liability for (i) the Plan of Allocation, (ii)
9 any actions of the Escrow Agent, (iii) any distributions from the Net Settlement Fund,
10 or (iv) any application for attorneys’ fees or Litigation Expenses submitted by Lead
11 Counsel or Lead Plaintiff. The Court will consider any applications for attorneys’ fees
12 or Litigation Expenses separately from the fairness, reasonableness, and adequacy of
13 the Settlement. Any order or proceeding relating to any application for attorneys’ fees
14 or Litigation Expenses, or any appeal from any order relating thereto or reversal or
15 modification thereof, shall not operate to terminate or cancel the Stipulation, or affect
16 or delay the finality of the Judgment approving the Stipulation and the settlement of
17 the Action and Releases. At or after the Settlement Hearing, the Court shall determine
18 whether any application for attorneys’ fees or Litigation Expenses shall be approved.

19 26. **Termination of Settlement** – If the Settlement is terminated as provided
20 in the Stipulation, the Settlement is not approved, or the Effective Date of the
21 Settlement otherwise fails to occur, this Order shall be vacated, rendered null and

1 void, and be of no further force and effect, except as otherwise provided by the
2 Stipulation, and this Order shall be without prejudice to the rights of Lead Plaintiff,
3 the other Settlement Class Members, and Defendants, and the Parties shall revert to
4 their respective positions in the Action immediately prior to the execution of the
5 Stipulation.

6 27. **Use of this Order** – Neither this Order, the Stipulation (whether or not
7 consummated), including the exhibits thereto, the negotiations leading to the
8 execution of the Stipulation, nor any proceedings taken pursuant to or in connection
9 with the Stipulation and/or approval of the Settlement (including any arguments
10 proffered in connection therewith): (a) shall be offered against any of the Defendants’
11 Releasees as evidence of, or construed as, or deemed to be evidence of any
12 presumption, concession, or admission by any of the Defendants’ Releasees with
13 respect to the truth of any fact alleged by Lead Plaintiff or the validity of any claim
14 that was or could have been asserted or the deficiency of any defense that has been or
15 could have been asserted in this Action or in any other litigation, or of any liability,
16 negligence, fault, or other wrongdoing of any kind of any of the Defendants’
17 Releasees or in any way referred to for any other reason as against any of the
18 Defendants’ Releasees, in any arbitration proceeding or other civil, criminal, or
19 administrative action or proceeding, other than such proceedings as may be necessary
20 to effectuate the provisions of the Stipulation; (b) shall be offered against any of the
21 Plaintiff’s Releasees, as evidence of, or construed as, or deemed to be evidence of any

1 presumption, concession, or admission by any of the Plaintiff's Releasees that any of
2 their claims are without merit, that any of the Defendants' Releasees had meritorious
3 defenses, or that damages recoverable under the Complaint would not have exceeded
4 the Settlement Amount or with respect to any liability, negligence, fault, or
5 wrongdoing of any kind, or in any way referred to for any other reason as against any
6 of the Plaintiff's Releasees, in any arbitration proceeding or other civil, criminal, or
7 administrative action or proceeding, other than such proceedings as may be necessary
8 to effectuate the provisions of the Stipulation; or (c) shall be construed against any of
9 the Releasees as an admission, concession, or presumption that the consideration to
10 be given under the Settlement represents the amount which could be or would have
11 been recovered after trial; provided, however, that if the Stipulation is approved by
12 the Court, the Parties and the Releasees and their respective counsel may refer to it to
13 effectuate the protections from liability granted thereunder or otherwise to enforce the
14 terms of the Settlement.

15 28. **Supporting Papers** – Lead Counsel shall file and serve the opening
16 papers in support of the proposed Settlement and Lead Counsel's motion for
17 attorneys' fees and Litigation Expenses no later than thirty-five (35) calendar days
18 prior to the Settlement Hearing; and reply papers, if any, shall be filed and served no
19 later than seven (7) calendar days prior to the Settlement Hearing.

20 SO ORDERED this ___ day of _____ 2025

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The Honorable William B. Shubb
United States District Judge

EXHIBIT A-1

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

In re ORIGIN MATERIALS, INC. SECURITIES LITIGATION)	Master File No.: 2:23-cv-01816-WBSJDP
)	
)	
_____)	INTERNET NOTICE
)	
This Document Relates To)	<u>CLASS ACTION</u>
)	
ALL ACTIONS CONSOLIDATED FROM:)	Judge William B. Shubb
)	Courtroom 5, 14 th Floor
Antonio F. Soto, individually and on behalf of all others similarly situated,)	
)	
Plaintiff,)	
)	
v.)	
)	
Origin Materials, Inc., Richard J. Riley, and John Bissell,)	
)	
Defendants)	
)	

**INTERNET NOTICE OF PENDENCY AND PROPOSED SETTLEMENT
OF CLASS ACTION**

If you purchased publicly traded securities of Origin Materials, Inc. (“Origin Materials” or the “Company”) on the open market of a U.S. stock exchange during the period from March 7, 2023 through August 9, 2023 (the “Class Period”), you may be entitled to a payment from a class action settlement.

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

- **The purpose of this Notice is to inform you of the pendency of this securities class action (the “Action”), the proposed settlement of the Action (the “Settlement”), and a hearing to be held by the Court to consider: (i) whether the Settlement should be approved; and (ii) Lead**

Counsel’s application for attorneys’ fees and Litigation Expenses. This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement, wish to object, or wish to be excluded from the Settlement Class.¹

- **If approved by the Court, the proposed Settlement will create a \$9,000,000 settlement fund, plus earned interest, for the benefit of eligible Settlement Class Members, less any attorneys’ fees and Litigation Expenses awarded by the Court, Notice and Administration Costs, and Taxes.**
- **The Settlement resolves all claims by Todd Frega (“Lead Plaintiff”) that have been asserted on behalf of the proposed Settlement Class in the litigation captioned *In re Origin Materials, Inc. Securities Litigation*, Master File No. 2:23-cv-01816-WBS-JDP.**

If you are a Settlement Class Member, your legal rights will be affected by this Settlement whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY _____	The <u>only</u> way to get a payment. See Question 8 below for details.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY _____	Get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against Defendants and/or the other Defendants’ Releasees concerning the Released Plaintiffs’ Claims. See Question 11 below for details.
OBJECT BY _____	Write to the Court about why you object to the Settlement or the Fee and Expense Application. If you object, you will still be a member of the Settlement Class. See Question 14 below for details.

¹ All capitalized terms not otherwise defined in this notice shall have the meaning provided in the Stipulation of Settlement, dated ____ (the “Stipulation”), found at the Important Documents section of the Case Website, <https://www.strategicclaims.net/OriginMaterials>.

<p>GO TO A HEARING ON _____ AND FILE A NOTICE OF INTENTION TO APPEAR BY _____</p>	<p>Ask to speak in Court at the Settlement Hearing about the Settlement. <i>See</i> Question 18 below for details.</p>
<p>DO NOTHING</p>	<p>Get no payment AND give up your rights to bring your own individual action.</p>

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to all eligible Settlement Class Members who timely submit valid Claim Forms, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

SUMMARY OF THE NOTICE

Statement of the Settlement Class’s Recovery

1. Subject to Court approval, Lead Plaintiff, on behalf of the Settlement Class, has agreed to settle the Action in exchange for a payment of \$9,000,000 (the “Settlement Amount”), which will be deposited into an interest-bearing Escrow Account (the “Settlement Fund”). The Net Settlement Fund (as defined below) will be distributed to Settlement Class Members according to the plan of allocation (the “Plan of Allocation” or “Plan”). The proposed Plan of Allocation is set forth on pages __ - __ below.

Estimate of Average Amount of Recovery Per Share

2. Based on Lead Plaintiff’s consulting damages expert’s estimate of the number of Origin Materials’ securities eligible to participate in the Settlement, and assuming that all such investors eligible to participate do so, Lead Plaintiff

estimates that the average recovery would be approximately \$___ per allegedly damaged share (before deduction of any Court-approved fees and expenses, such as attorneys' fees and expenses, Taxes, and Notice and Administration Costs). If the Court approves the Fee and Expense Application (discussed below), the average recovery would be approximately \$___ per allegedly damaged share.² **Please note, however, that these average recovery amounts are only estimates, and Settlement Class Members may recover more or less than these estimated amounts.** An individual Settlement Class Member's actual recovery will depend on, for example: (i) the total number of claims submitted; (ii) the amount of the Net Settlement Fund; (iii) when the Settlement Class Member purchased shares of Origin Materials' securities on the open market; and (iv) whether and when the Settlement Class Member sold the securities. See the Plan of Allocation beginning on page [__] for information on the calculation of your Recognized Claim.

Statement of Potential Outcome of Case if the Action Continued to be Litigated

3. The Parties disagree about both liability and damages and do not agree on the damages that would be recoverable if Lead Plaintiff were to prevail on each claim asserted against Defendants. The issues on which the Parties disagree include, for example: (i) whether Defendants made any statements or omitted any

² An allegedly damaged share might have been traded, and potentially damaged, more than once during the Class Period, and the average recovery indicated above represents the estimated average recovery for each share that allegedly incurred damages.

facts that were materially false or misleading, or otherwise actionable under the federal securities laws; (ii) whether any such allegedly materially false or misleading statements or omissions were made with the required level of intent; (iii) the amounts by which the prices of Origin Materials common stock were allegedly artificially inflated; (iv) the extent to which factors such as general market, economic and industry conditions, influenced the trading prices of Origin Materials securities during the Class Period; and (v) whether or not Defendants' allegedly false and misleading statements proximately caused the alleged losses suffered by the Settlement Class.

4. Defendants have denied and continue to deny any wrongdoing, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Lead Plaintiff and the Settlement Class have suffered any loss attributable to Defendants' alleged actions. While Lead Plaintiff believes he has meritorious claims, he recognizes that there are significant obstacles in the way to recovery.

Statement of Attorneys' Fees and Expenses Sought

5. Lead Counsel, on behalf of themselves and liaison counsel ("Plaintiff's Counsel"), will apply to the Court for an award of attorneys' fees from the Settlement Fund (the "Fee and Expense Application") in an amount not to exceed ___% of the Settlement Fund, which includes any accrued interest. Lead Counsel will also apply for payment of Litigation Expenses incurred by Plaintiff's Counsel

in prosecuting the Action in an amount not to exceed \$_____, plus accrued interest, which may include an application pursuant to the Private Securities Litigation Reform Act of 1995 (“PSLRA”) for the reasonable costs and expenses (including lost wages) of Lead Plaintiff directly related to his representation of the Settlement Class. If the Court approves Lead Counsel’s Fee and Expense Application, the average amount of fees and expenses, assuming claims are filed for all shares eligible to participate in the Settlement, will be approximately \$_____ per allegedly damaged share of Origin Materials common stock. A copy of the Fee and Expense Application will be posted on <https://www.strategicclaims.net/OriginMaterials/> after it has been filed with the Court.

Reasons for the Settlement

6. For Lead Plaintiff, the principal reason for the Settlement is the guaranteed cash benefit to the Settlement Class. This benefit must be compared to the uncertainty of being able to prove the allegations in the Complaint (as defined below); the risk that the Court may grant some or all of the anticipated motions to be filed by Defendants; the risks of litigation, especially in complex securities actions like this; as well as the difficulties and delays inherent in such litigation (including any trial and appeals). For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that Settlement Class Members were

damaged, they have stated that they are entering into the Settlement solely to end the burden, expense, uncertainty, and risk of further litigation.

Identification of Attorneys' Representatives

7. Lead Plaintiff and the Settlement Class are represented by Lead Counsel, Bernstein Liebhard LLP, Michael S. Bigin, Esq., 10 East 40th Street, New York, NY 10016, (212) 779-1414, Originmaterialsinfo@bernlieb.com.

8. Further information regarding the Action, the Settlement, and this Notice may be obtained by contacting the Claims Administrator:

Origin Materials, Inc. Securities Litigation
c/o Strategic Claims Services
600 N. Jackson St., Suite 205
P.O. Box 230
Media, PA 19063
Tel.: 866-274-4004
Fax: (610) 565-7985
info@strategicclaims.net

or Lead Counsel, or visiting the Case Website at <https://www.strategicclaims.net/OriginMaterials/>.

Please Do Not Call the Court with Questions About the Settlement.

[END OF PSLRA COVER PAGE]

BASIC INFORMATION

1. Why did I get a Notice?

9. You or someone in your family, or an investment account for which you serve as a custodian, may have purchased securities of Origin Materials on the open market during the Class Period from March 7, 2023 through August 9, 2023 and may be a Settlement Class Member. This Internet Notice explains the Action, the Settlement, Settlement Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them. Receipt of this Notice does not mean that you are a Member of the Settlement Class or that you will be entitled to receive a payment. **If you wish to be eligible for a payment, you are required to submit the Claim Form. See Question 8 below.**

10. The Court directed that this Notice be sent to Settlement Class Members to inform them of the terms of the proposed Settlement and about all of their options, before the Court decides whether to approve the Settlement at the upcoming hearing to consider the fairness, reasonableness, and adequacy of the Settlement and Lead Counsel's Fee and Expense Application (the "Settlement Hearing").

11. The Court in charge of the Action is the United States District Court for the Eastern District of California, and the case is known as *In re Origin Materials, Inc. Securities Litigation*, Master File No. 2:23-cv-01816-WBS-JDP.

The Action is assigned to the Honorable William B. Shubb, United States District Judge.

2. What is this case about, and what has happened so far?

12. Origin Materials, Inc. is located in West Sacramento, California and its common stock trades on the NASDAQ under the symbol ORGN. Origin is a sustainable materials company that developed a platform to convert the carbon found in plant-based carbon or non-food biomass, such as wood residues, into materials that can replace the petroleum-based substances typically used in various end products, such as food and beverage packaging, clothing, textiles, plastics, car parts, carpeting, tires, adhesives, and soil amendments. Lead Plaintiff alleges that the Defendants made false and misleading statements during the Class Period that inflated the price of Origin's securities. Specifically, Lead Plaintiff alleges that the Defendants knowingly misrepresented the Company's schedule to begin construction of and produce products from the Origin 2 plant. Defendants later revealed that the Origin 2 plant was delayed by over a year, which allegedly resulted in a significant devaluation of the stock price.

13. On August 25, 2023, Plaintiff Antonio F. Soto filed a class action complaint in the United States District Court for the Eastern District of California (the "Court").

14. On October 19, 2023, the Court consolidated the Action with a subsequently-filed case captioned *Jones v. Origin Materials, Inc. et al.*, No. 2:23-cv-02202-WBS-JDP (E.D. Cal.), which was filed against the same defendants and similar claims under Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder.

15. On October 24, 2023, Todd Frega moved for appointment as Lead Plaintiff for the proposed class. On December 15, 2023, after full briefing on the motions and hearing oral argument, the Court appointed Todd Frega as Lead Plaintiff and approved Lead Plaintiff's selection of Bernstein Liebhard LLP as Lead Counsel for the proposed class.

16. On March 7, 2024, Lead Plaintiff filed the first amended complaint, alleging violations of Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder against defendants Origin Materials, John Bissell, and Richard Riley.

17. On April 15, 2024, Origin Materials, John Bissell, and Richard Riley moved to dismiss the first amended complaint. Lead Plaintiff opposed the motion, which was fully briefed by July 1, 2024. The Court heard oral arguments on October 15, 2024.

18. On October 29, 2024, the Court dismissed the first amended complaint and granted leave to amend.

19. On November 18, 2024, Lead Plaintiff filed the second amended complaint, alleging violations of Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder against defendants Origin Materials, John Bissell, and Richard Riley.

20. On December 19, 2024, Origin Materials, John Bissell, and Richard Riley moved to dismiss the second amended complaint. Lead Plaintiff opposed the motion, which was fully briefed by February 4, 2025.

21. On February 12, 2025, the Court denied in part and granted in part the motion to dismiss the second amended complaint. Mr. Riley was dismissed as a named defendant.

22. Thereafter, the Parties commenced discovery.

23. Origin Materials and Mr. Bissell answered the second amended complaint on March 25, 2025.

24. The Parties submitted a Rule 16 case management order on April 21, 2025. The Court issued a scheduling order governing discovery in the Action on May 1, 2025.

25. While participating in discovery, the Parties agreed to engage mediator Robert Meyer, Esq., of JAMS in an attempt to resolve the Action.

26. The Parties exchanged confidential mediation statements on September 22, 2025. The mediation session was held on September 29, 2025. After a half day

of arm's-length, in-person, negotiations, the Parties disengaged without reaching an agreement.

27. During the days that followed, there were settlement negotiations through Mr. Meyer. On October 10, 2025, the Parties agreed to a settlement in principle to settle the Action and release all claims against Defendants in return for a cash payment of nine million dollars (\$9,000,000) for the benefit of the Settlement Class.

28. On _____, 2025, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to potential Settlement Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

3. Why is this a class action?

29. In a class action, one or more persons or entities (in this case, Lead Plaintiff), sue on behalf of people and entities who or which have similar claims. Together, these people and entities are a “class,” and each is a “class member.” Bringing a case, such as this one, as a class action allows the adjudication of many similar claims of persons and entities which might be too small to bring economically as separate actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or “opt-out,” from the class.

4. What are the reasons for the Settlement?

30. The Court did not finally decide in favor of Lead Plaintiff or Defendants. Instead, both sides agreed to a settlement that will end the Action. Lead Plaintiff and Lead Counsel believe that the claims asserted in the Action have merit; however, Lead Plaintiff and Lead Counsel recognize the expense and length of continued proceedings necessary to pursue their claims through trial and appeals, as well as the difficulties in establishing liability and damages. In light of the Settlement and the guaranteed cash recovery to the Settlement Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

31. Defendants have denied and continue to deny any allegations of wrongdoing contained in the Complaint and further deny that they did anything wrong, that Lead Plaintiff or the Settlement Class suffered damages or that the price of Origin Materials securities were artificially inflated by reasons of alleged misrepresentations, nondisclosures, or otherwise. The Settlement should not be seen as an admission or concession on the part of Defendants. Origin Materials has taken into account the burden, expense, uncertainty, distraction, and risks inherent in any litigation and has concluded that it is desirable to settle upon the terms and conditions set forth in the Stipulation.

5. How do I know if I am part of the Settlement Class?

32. The Court directed, for the purposes of the proposed Settlement, that everyone who fits the following description is a Settlement Class Member and subject to the Settlement unless they are an excluded person (*see* Question 6 below) or take steps to exclude themselves from the Settlement Class (*see* Question 11 below): ***all persons and entities that purchased Origin Materials' publicly traded securities on the open market of a U.S. stock exchange during the Class Period and were allegedly damaged thereby.***

33. Receipt of this Notice does not mean that you are a Settlement Class Member. The Parties do not have access to your transactions in Origin Materials securities. Please check your records or contact your broker to see if you are a member of the Settlement Class. If one of your mutual funds purchased Origin Materials securities during the Class Period, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you individually purchased Origin Materials securities during the Class Period and suffered legal damages.

6. Are there exceptions to the definition of the Settlement Class and to being included?

34. Yes. There are some individuals and entities who or which are excluded from the Settlement Class by definition. Excluded from the Settlement Class are: (i) Defendants; (ii) members of the Immediate Family of each Defendant;

(iii) any person who was an officer or director of Origin Materials; (iv) any firm or entity in which any Defendant has or had a controlling interest; (v) Defendants' liability insurance carriers; (vi) any affiliates, parents, or subsidiaries of Origin Materials; (vii) all Origin Materials plans that are covered by ERISA; and (viii) the legal representatives, agents, affiliates, heirs, beneficiaries, successors-in-interests, or assigns of any excluded person or entity in their respective capacity as such.

35. If you sold all of your Origin Materials securities prior to the alleged corrective disclosure, which occurred after the market closed on August 9, 2023, you are not a member of the Settlement Class because you were not damaged.

36. Also excluded from the Settlement Class will be any Person who or which timely and validly seeks exclusion from the Settlement Class in accordance with the procedures described in Question 11 below or whose request is otherwise allowed by the Court.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

37. In exchange for the Settlement and the release of the Released Claims against the Defendants, Origin Materials has agreed to create a \$9,000,000 million cash fund, which may accrue interest, to be distributed, after deduction of Court-awarded attorneys' fees and Litigation Expenses, Notice and Administration Costs, Taxes, and any other fees or expenses approved by the Court (the "Net Settlement

Fund”), among all Settlement Class Members who submit valid Claim Forms and are found to be eligible to receive a distribution from the Net Settlement Fund (“Authorized Claimants”).

8. How can I receive a payment?

38. To qualify for a payment, you must fill out a Claim Form online at <https://www.strategicclaims.net/OriginMaterials/> (“Case Website”). Read the instructions carefully, fill out the Claim Form, and sign it in the location indicated. The Case Website also includes instructions on downloading your transaction data directly from your brokerage so that you do not have to manually enter each transaction. **The deadline to submit your Claim through the Case Website is 11:59 p.m. ET on _____.**

39. If you are unable to fill out a Claim Form online, please print the form titled “Proof of Claim and Release Form” (also called the “Claim Form”), which is included with the Notice, fill it out and mail it to the Claims Administrator at the address below, **postmarked no later than _____**:

Origin Materials, Inc. Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste 205
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

40. Please note that if you choose to print and mail a Claim Form, you will need to manually enter each transaction.

41. Typically most class members submit electronic claims. Submitting a claim by mail increases the time necessary to process the Claim.

42. The Claims Administrator will process your claim and determine whether you are an “Authorized Claimant.”

9. When will I receive my payment?

43. The Court will hold a Settlement Hearing on _____ to decide, among other things, whether to finally approve the Settlement. Even if the Court approves the Settlement, there may be appeals which can take time to resolve, perhaps more than a year. It also takes a long time for all of the Claim Forms to be accurately reviewed and processed. Please be patient.

10. What am I giving up to receive a payment or stay in the Settlement Class?

44. If you are a member of the Settlement Class, unless you exclude yourself, you will remain in the class, and that means that, upon the “Effective Date” of the Settlement, you will release all “Released Plaintiffs’ Claims” against the Defendants’ Releasees.

(a) **“Released Plaintiff’s Claims”** means, to the fullest extent that the law permits their release, all claims, suits, actions, appeals, causes of action, damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct, consequential, or special damages, and restitution and disgorgement), demands, rights, debts, penalties, costs, expenses, fees, injunctive relief, attorneys’ fees, expert or consulting fees, prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and description whatsoever, whether they are known or Unknown Claims (including a Cal. Civil Code § 1542 waiver), whether or not concealed or hidden, fixed or contingent, direct or indirect, anticipated or unanticipated, asserted or unasserted, accrued or unaccrued, liquidated or unliquidated, whether legal, contractual, rescissory, statutory, or equitable in nature, whether arising under federal, state, local, common, or foreign law, or any other law, rule, or regulation, whether class or individual in nature, that Lead Plaintiff or any member of the Settlement Class asserted or could have asserted in any forum that are based upon, arise from, or relate to: (i) the allegations, transactions, facts, matters, events, disclosures, public filings, acts, occurrences, representations, statements, omissions or failures to act that were or could have been alleged by Lead Plaintiff or any other member of the Settlement Class in the Action; and (ii) the purchase or sale or other acquisition or disposition of Origin Materials securities during the Class Period. This release shall not include any claims (i) asserted in any derivative action based on similar allegations, or (ii) of any person

or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court. This release does not release or impair any claims relating to the enforcement of the Settlement.

(b) **“Defendants’ Releasees”** means Origin Materials, John Bissell, and any of his or its current and former parents, affiliates, subsidiaries, controlling person, associates, related or affiliated entities, and each and all of their respective past or present officers, directors, employees, partners, controlling shareholders, members, principals, agents, representatives, attorneys, advisors (including financial or investment advisors), consultants, underwriters, investment bankers, commercial bankers, insurers, reinsurers, heirs, spouses, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors or assigns, or any member of the Immediate Family, marital communities, or any trusts for which any of them are trustees, settlors or beneficiaries or anyone acting or purporting to act for or on behalf of them or their successors or collectively.

(c) **“Unknown Claims”** means any and all Released Plaintiff’s Claims of every nature and description against Defendants’ Releasees that which Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any and all Released Defendants’ Claims of every nature and description against Plaintiff’s Releasees that any Defendant does not know or suspect to exist in his or its favor at

the time of the release of such claims which if known by Lead Plaintiff, Settlement Class Member, or Defendant might have affected his, her, or its decision(s) with respect to the Settlement of Releases, including his, her, or its decision(s) to object or not to object to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the other Settlement Class Members shall be deemed to have waived, and by operation of the Judgment, shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state, locality, or territory of the United States, or principle of common law or foreign law, which is similar comparable or equivalent to California Civil Code § 1542, which provides: **“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”** Lead Plaintiff, any Settlement Class Member, or any Defendant may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Plaintiff’s Claims or the Released Defendants’ Claims, but the Parties shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Settlement Class Member shall be deemed to have waived, compromised, settled, discharged, extinguished, and

released, and upon the Effective Date and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Plaintiff's Claims and Released Defendants' Claims, as applicable, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Parties acknowledge, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

45. The "Effective Date" will occur when an Order entered by the Court approving the Settlement becomes Final and is not subject to appeal. If you remain a member of the Settlement Class, all of the Court's orders, whether favorable or unfavorable, will apply to you and legally bind you. Upon the Effective Date, Defendants will also provide a release of any claims against Lead Plaintiff and the Settlement Class arising out of or related to the institution, prosecution, or settlement of the claims in the Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

46. If you do not want to be eligible to receive a payment from the Settlement, but you want to keep any right you may have to sue or continue to sue the Released Defendants on your own for the Released Claims, then you must take

steps to remove yourself from the Settlement Class. This is called excluding yourself or “opting out.” **Please note: if you bring your own claims, Defendants will have the right to seek their dismissal. Also, Defendants may terminate the Settlement if Settlement Class Members who purchased in excess of a certain amount of shares of Origin Materials common stock seek exclusion from the Settlement Class.**

11. How do I exclude myself from the Settlement Class?

47. To exclude yourself from the Settlement Class, you must mail a signed letter stating that you “request to be excluded from the Settlement Class in *In re Origin Materials, Inc. Securities Litigation*, Master File No. 2:23-cv-01816-WBS-JDP.” You cannot exclude yourself by telephone or e-mail. Each request for exclusion must also: (i) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of an entity, the name and telephone number of the appropriate contact person; (ii) state the number of shares of Origin Materials common stock that the person or entity (a) owned as of the close of trading on March 6, 2023 and (b) purchased and sold on the open market during the Class Period, as well as the dates and prices of each such purchase and sale; and (iii) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion must be mailed, so that it is **received no later than _____, _____, to:**

Origin Materials, Inc. Securities Litigation
c/o Strategic Claims Services
600 N. Jackson St., Suite 205
P. O. Box 230
Media, PA 19063

Your exclusion request must comply with these requirements in order to be valid, unless it is otherwise accepted by the Court.

48. If you ask to be excluded, do not submit a Claim Form because you cannot receive any payment from the Net Settlement Fund. Also, you cannot object to the Settlement because you will not be a Settlement Class Member. However, if you submit a valid exclusion request, you will not be legally bound by anything that happens in the Action, and you may be able to sue (or continue to sue) Defendants in the future, assuming your claims are timely. If you have a pending lawsuit against any of the Defendants, **please speak to your lawyer in the case immediately.**

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

49. The Court appointed the law firm of Bernstein Liebhard LLP to represent all Settlement Class Members. These lawyers are called “Lead Counsel.” You will not be separately charged for these lawyers. The Court will determine the amount of Plaintiffs’ Counsel’s fees and Litigation Expenses, which will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

50. Plaintiff's Counsel have not received any payment for their services in pursuing the claims against Defendants on behalf of the Settlement Class, nor have they been paid for their Litigation Expenses. Lead Counsel will ask the Court to award Plaintiff's Counsel attorneys' fees of no more than ___% of the Settlement Fund, which will include any accrued interest. Plaintiff's Counsel are Bernstein Liebhard LLP and Bragar, Eigel & Squire P.C. No other attorneys will share in the fee awarded by the Court. Lead Counsel will also seek payment of Litigation Expenses incurred by Plaintiff's Counsel in the prosecution of the Action of no more than \$_____, plus accrued interest, which may include an application in accordance with the PSLRA for the reasonable costs and expenses of Lead Plaintiff directly related to representation of the Settlement Class.

**OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR
THE FEE AND EXPENSE APPLICATION**

**14. How do I tell the Court that I do not like something about the proposed
Settlement?**

51. If you are a Settlement Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, and/or the Fee and Expense Application. You can ask the Court not to approve the Settlement, but you cannot ask the Court to order a different settlement; the Court can only approve or deny

this Settlement. If the Court denies approval of the Settlement, no payments will be made to Settlement Class Members, the Parties will return to the position they were in before the Settlement was agreed to, and the Action will continue.

52. To object, you must send a signed letter stating that you object to the proposed Settlement, the proposed Plan of Allocation, and/or the Fee and Expense Application in “*In re Origin Materials, Inc. Securities Litigation*, Master File No. 2:23-cv-01816-WBS-JDP.” Your objection must state why you are objecting and whether your objection applies only to you, a subset of the Settlement Class, or the entire Settlement Class. The objection must also: (i) include your name, address, and telephone number; (ii) contain a statement of the objection and the specific reasons for it, including any legal and evidentiary support (including witnesses) you wish to bring to the Court’s attention; and (iii) documentation identifying the number of Origin Materials securities you purchased and sold on the open market during the Class Period, as well as the dates and prices of each such purchase and sale. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, and/or Lead Counsel’s Fee and Expense Application. Your objection must be filed with the Court at the address below, either by mail or in person, **no later than** _____ **and** be mailed

or delivered to each of the following counsel so that it is **received no later than**

_____:

<u>Court</u>	<u>Lead Counsel</u>	<u>Defendants' Counsel</u>
Clerk of the Court U.S.D.C Eastern District of California 501 I Street Sacramento, CA 95814	Bernstein Liebhard LLP Attn: Michael S. Bigin 10 East 40th Street New York, NY 10016	Freshfields US LLP Attn: Doru Gavril 855 Main Street Redwood City, CA 94063

15. What is the difference between objecting and seeking exclusion?

53. Objecting is telling the Court that you do not like something about the proposed Settlement, Plan of Allocation, or Lead Counsel's Fee and Expense Application. You can still recover money from the Settlement. You can object *only* if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself from the Settlement Class, you have no basis to object because the Settlement and the Action no longer affect you.

THE SETTLEMENT HEARING

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

54. The Court will hold the Settlement Hearing either in person or remotely at the Court's discretion on _____, _____ at _____.m., in Courtroom 5, 14th Floor, Robert T. Matsui United States Courthouse, United States District Court for the Eastern District of California, 501 I Street, Sacramento, CA 95814. At this hearing, the Court will consider whether: (i) the Settlement is fair, reasonable and

adequate, and should be finally approved; and (ii) Lead Counsel's Fee and Expense Application is reasonable and should be approved. The Court will take into consideration any written objections filed in accordance with the instructions in Question 14 above. We do not know how long it will take the Court to make these decisions.

55. You should be aware that the Court may change the date and time of the Settlement Hearing, or hold the hearing telephonically or by video conference, without another notice being sent to Settlement Class Members. If you want to attend the hearing, you should check with Lead Counsel beforehand to be sure that the date and/or time has not changed, check the case website at <https://www.strategicclaims.net/OriginMaterials/>, or periodically check the Court's website at <https://www.caed.uscourts.gov> to see if the Settlement Hearing stays as calendared or is changed.

17. Do I have to come to the Settlement Hearing?

56. No. Lead Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a valid and timely objection, the Court will consider it and you do not have to come to Court to discuss it. You may have your own lawyer attend (at your own expense), but it is not required. If you do hire your own lawyer, he or she must file and serve a Notice of Appearance in the manner described in the answer to Question 18 below **no later than** _____.

18. May I speak at the Settlement Hearing?

57. You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* Question 14), **no later than** _____ a statement that you, or your attorney, intend to appear in

“*In re Origin Materials, Inc. Securities Litigation*, Master File No. 2:23-cv-01816-WBS-JDP.” Persons who intend to present evidence at the Settlement Hearing must also include in their objections the identities of any witnesses they may wish to call to testify and any exhibits they intend to introduce into evidence at the hearing. You may not speak at the Settlement Hearing if you exclude yourself or if you have not provided written notice in accordance with the procedures described in this Question 18 and Question 14 above.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

58. If you do nothing and you are a member of the Settlement Class, you will receive no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants and the other Defendants’ Releasees concerning the Released Plaintiffs’ Claims. To share in the Net Settlement Fund, you must submit a Claim Form (*see* Question 8 above). To start, continue, or be part of any other lawsuit against Defendants or any other of the Defendants’ Releasees concerning the Plaintiffs’ Released Claims in this case, to the extent it is otherwise permissible to do so, you must exclude yourself from the Settlement Class (*see* Question 11 above).

GETTING MORE INFORMATION

20. Are there more details about the Settlement?

59. This Notice summarizes the proposed Settlement. More details are in the Stipulation. Lead Counsel’s motions in support of final approval of the Settlement, the request for attorneys’ fees and Litigation Expenses will be filed with the Court no later than _____, and be available from Lead Counsel, the Claims Administrator, or the Court, pursuant to the instructions below.

60. You may review the Stipulation or documents filed in the case at the Office of the Clerk, United States District Court for the Eastern District of California, 501 I Street, Sacramento, CA 95814, on weekdays (other than court holidays) between 9:00 a.m. and 4:00 p.m. Subscribers to PACER can also view the papers filed publicly in the Action through the Court's on-line Case Management/Electronic Case Files System at <https://www.pacer.gov>.

61. You can also get a copy of the Stipulation and other case documents by visiting the website dedicated to the Settlement, <https://www.strategicclaims.net/OriginMaterials/> or the website of Lead Counsel, www.bernlieb.com.

Please do not call the Court with questions about the Settlement

PLAN OF ALLOCATION OF NET SETTLEMENT FUND

21. How will my claim be calculated?

62. As discussed above, the Settlement Amount and any interest it earns constitute the Settlement Fund. The Settlement Fund, after the deduction of Court-approved attorneys' fees and Litigation Expenses, Notice and Administration Costs, Taxes, and any other fees or expenses approved by the Court, is the Net Settlement Fund. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants – *i.e.*, members of the Settlement Class who timely submit valid Claim Forms that are accepted for payment – in accordance with this proposed Plan of Allocation or such other plan of allocation as the Court may approve. Settlement Class Members who do not

timely submit valid Claim Forms will not share in the Net Settlement Fund but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the Case Website, <https://www.strategicclaims.net/OriginMaterials/>.

63. To design the Plan, Lead Counsel have conferred with Lead Plaintiff's consulting damages expert. The objective of the Plan of Allocation is to distribute the Net Settlement Fund equitably among those Settlement Class Members who suffered economic losses as an alleged proximate result of the alleged wrongdoing. The Plan of Allocation is not intended to estimate, or be indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Because the Net Settlement Fund is less than the total losses alleged to be suffered by Settlement Class Members, the formulas described below for calculating Recognized Losses are not intended to estimate the amounts that will actually be paid to Authorized Claimants. The Plan of Allocation measures the amount of loss that a Settlement Class Member can claim for purposes of making *pro rata* allocations of the Net Settlement Fund to Authorized Claimants.

64. For losses to be compensable damages under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the change in the price of the securities at issue. In this case, Lead Plaintiff alleged that Defendants issued false statements and omitted material facts during

the Class Period (March 7, 2023 through August 9, 2023) that artificially inflated the price of Origin Materials securities. It is alleged that corrective information released to the market on August 9, 2023 impacted the market prices of Origin Materials securities in a statistically significant manner and removed the alleged artificial inflation (or deflation) from the share prices. Accordingly, in order to have a compensable loss in this Settlement, the Origin Materials securities must have been purchased during the Class Period and held through at least the alleged corrective disclosure on August 9, 2023.

65. An individual Settlement Class Member's recovery will depend on, for example: (a) the total number and value of claims submitted; (b) when the claimant purchased Origin Materials securities; and (c) whether and when the claimant sold his, her, or its Origin Materials securities.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

PLAN OF ALLOCATION

1. For each share of Origin Materials Class A common stock (Ticker Symbol: ORGN) purchased between March 7, 2023 and August 9, 2023³, inclusive
 - A. For shares held at the end of trading on November 7, 2023, the Recognized Loss shall be the lesser of:

3

Plaintiffs allege the truth was revealed in this matter via an August 9, 2023 press release that was issued after regular trading hours. As a result, only purchases of common stock and Public Warrants made before the August 9, 2023 press release time-stamp of 4:01 PM EDT are included in the Class. For purposes of this Plan of Allocation, sales of common stock and Public Warrants made after regular hours on August 9, 2023 will be considered to have been made on August 10, 2023.

- (1) \$2.83 per share; or
- (2) the difference between the purchase price per share and \$1.25 per share.

B. For shares sold between August 10, 2023 and November 7, 2023, the Recognized Loss shall be the lesser of:

- (1) \$2.83 per share; or
- (2) the difference between the purchase price per share and the sales price per share; or
- (3) the difference between the purchase price per share and the average closing price between August 10, 2023 and the date of sale, as found in Table A.

C. For shares sold prior to August 10, 2023, the Recognized Loss shall be zero.

2. For each Origin Materials Public Warrant (Ticker Symbol: ORGNW) purchased between March 7, 2023 and August 9, 2023, inclusive

A. For Public Warrants held at the end of trading on November 7, 2023, the Recognized Loss shall be the lesser of:

- (1) \$0.58 per Public Warrant; or
- (2) the difference between the purchase price per Public Warrant and \$0.09 per Public Warrant.

B. For Origin Materials Public Warrants sold between August 10, 2023 and November 7, 2023, the Recognized Loss shall be the lesser of:

- (1) \$0.58 per Public Warrant; or
- (2) the difference between the purchase price per Public Warrant and the sales price per Public Warrant; or
- (3) the difference between the purchase price per Public Warrant and the average closing price between August 10, 2023 and the date of sale, as found in Table B per Public Warrant.

C. For Public Warrants sold prior to August 10, 2023, the Recognized Loss shall be zero.

Table A

<u>Date of Sale</u>	<u>Average Closing Price Between 08/10/2023 and Date of Sale</u>	<u>Date of Sale</u>	<u>Average Closing Price Between 08/10/2023 and Date of Sale</u>
08/10/2023	\$1.46	09/26/2023	\$1.40
08/11/2023	\$1.34	09/27/2023	\$1.40
08/14/2023	\$1.37	09/28/2023	\$1.39
08/15/2023	\$1.37	09/29/2023	\$1.39
08/16/2023	\$1.35	10/02/2023	\$1.39
08/17/2023	\$1.36	10/03/2023	\$1.38
08/18/2023	\$1.36	10/04/2023	\$1.37
08/21/2023	\$1.37	10/05/2023	\$1.37
08/22/2023	\$1.38	10/06/2023	\$1.36
08/23/2023	\$1.38	10/09/2023	\$1.35
08/24/2023	\$1.37	10/10/2023	\$1.34
08/25/2023	\$1.37	10/11/2023	\$1.34
08/28/2023	\$1.37	10/12/2023	\$1.33
08/29/2023	\$1.37	10/13/2023	\$1.33
08/30/2023	\$1.38	10/16/2023	\$1.32
08/31/2023	\$1.38	10/17/2023	\$1.32
09/01/2023	\$1.38	10/18/2023	\$1.31
09/05/2023	\$1.38	10/19/2023	\$1.31
09/06/2023	\$1.38	10/20/2023	\$1.30
09/07/2023	\$1.38	10/23/2023	\$1.29
09/08/2023	\$1.39	10/24/2023	\$1.29
09/11/2023	\$1.40	10/25/2023	\$1.28
09/12/2023	\$1.40	10/26/2023	\$1.28
09/13/2023	\$1.40	10/27/2023	\$1.27
09/14/2023	\$1.41	10/30/2023	\$1.27
09/15/2023	\$1.41	10/31/2023	\$1.26
09/18/2023	\$1.41	11/01/2023	\$1.26
09/19/2023	\$1.41	11/02/2023	\$1.26
09/20/2023	\$1.41	11/03/2023	\$1.25
09/21/2023	\$1.41	11/06/2023	\$1.25
09/22/2023	\$1.40	11/07/2023	\$1.25

Table B

<u>Date of Sale</u>	<u>Average Closing Price Between 08/10/2023 and Date of Sale</u>	<u>Date of Sale</u>	<u>Average Closing Price Between 08/10/2023 and Date of Sale</u>
08/10/2023	\$0.12	09/26/2023	\$0.11
08/11/2023	\$0.11	09/27/2023	\$0.11
08/14/2023	\$0.12	09/28/2023	\$0.11
08/15/2023	\$0.12	09/29/2023	\$0.11
08/16/2023	\$0.12	10/02/2023	\$0.11
08/17/2023	\$0.12	10/03/2023	\$0.10
08/18/2023	\$0.12	10/04/2023	\$0.10
08/21/2023	\$0.12	10/05/2023	\$0.10
08/22/2023	\$0.12	10/06/2023	\$0.10
08/23/2023	\$0.12	10/09/2023	\$0.10
08/24/2023	\$0.12	10/10/2023	\$0.10
08/25/2023	\$0.12	10/11/2023	\$0.10
08/28/2023	\$0.12	10/12/2023	\$0.10
08/29/2023	\$0.11	10/13/2023	\$0.10
08/30/2023	\$0.11	10/16/2023	\$0.10
08/31/2023	\$0.11	10/17/2023	\$0.10
09/01/2023	\$0.11	10/18/2023	\$0.10
09/05/2023	\$0.11	10/19/2023	\$0.10
09/06/2023	\$0.11	10/20/2023	\$0.10
09/07/2023	\$0.11	10/23/2023	\$0.10
09/08/2023	\$0.11	10/24/2023	\$0.10
09/11/2023	\$0.11	10/25/2023	\$0.09
09/12/2023	\$0.11	10/26/2023	\$0.09
09/13/2023	\$0.11	10/27/2023	\$0.09
09/14/2023	\$0.11	10/30/2023	\$0.09
09/15/2023	\$0.11	10/31/2023	\$0.09
09/18/2023	\$0.11	11/01/2023	\$0.09
09/19/2023	\$0.11	11/02/2023	\$0.09
09/20/2023	\$0.11	11/03/2023	\$0.09
09/21/2023	\$0.11	11/06/2023	\$0.09
09/22/2023	\$0.11	11/07/2023	\$0.09

ADDITIONAL PROVISIONS OF THE PLAN OF ALLOCATION

66. Origin Materials common stock and public warrants purchased on the open market are the only securities eligible for recovery under the Plan of Allocation.

67. A Claimant's "Recognized Claim" will be the sum of that Claimant's Recognized Losses, which will be calculated according to the relevant formulas in the foregoing section. If the total Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the amount of the Net Settlement Fund, then each Authorized Claimant shall receive his, her, or its pro rata share of the Net Settlement Fund. The pro rata share shall be the Authorized Claimant's Recognized Claim divided by the total of Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

68. Purchases and sales of Origin Materials common stock and public warrants shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance or operation of law of Origin Materials common stock and public warrants during the Class Period shall not be deemed a purchase or sale of such securities for the calculation of a claimant's Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/sale of such securities unless (i) the donor or decedent purchased/sold such securities during the

Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such securities; and (iii) it is specifically so provided in the instrument of gift or assignment.

69. In accordance with the Plan of Allocation, the Recognized Loss Amount on any portion of a purchase of Origin Materials common stock or public warrants that matches against (or “covers”) a “short sale” is zero. The Recognized Loss Amount on a “short sale” that is not covered by a purchase is also zero. In the event that a claimant has an opening short position in Origin Materials common stock or public warrants at the start of the Class Period, the earliest Class Period purchases shall be matched against such opening short position in accordance with the FIFO matching described above and any portion of such purchases that covers such short sales will not be entitled to recovery. In the event that a claimant newly establishes a short position during the Class Period, the earliest subsequent Class Period purchase shall be matched against such short position on a FIFO basis and will not be entitled to a recovery.

70. With respect to Origin Materials common stock purchased or sold through the exercise of an option, the purchase/sale date of the common stock is the exercise date of the option, and the purchase/sale price of the common stock is the closing price of Origin Materials common stock on the exercise date. Any Recognized Loss Amounts arising from purchases of Origin Materials common stock acquired during the Class Period through the exercise of an option on Origin

Materials common stock shall be computed as provided for other purchases of Origin Materials common stock in the Plan of Allocation.

71. The Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is \$10.00 or greater. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and a distribution will not be made to that Authorized Claimant.

72. Payment according to this Plan of Allocation will be deemed conclusive against all Authorized Claimants. Recognized Claims will be calculated as defined herein by the Claims Administrator and cannot be less than zero.

73. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of uncashed checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks, any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be re-distributed, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such redistribution, to Authorized Claimants who have cashed their checks and who would receive at least \$10.00 from such re-distribution. If any funds shall remain in the Net Settlement Fund six months after such re-distribution, then such balance shall be contributed

to support investor protection at the Consumer Federation of America or any non-sectarian, not-for-profit, 501(c)(3) organization(s) as ordered by the Court.

74. Payment pursuant to the Plan of Allocation, or such other plan as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, their damages expert, Claims Administrator, or other agent designated by Lead Counsel, arising from determinations or distributions to claimants made substantially in accordance with the Stipulation or further orders of the Court. Defendants and all other Defendants' Releasees shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the Plan of Allocation or the determination, administration, calculation, or payment of any Claim Form or non-performance of the Claims Administrator, the payment or withholding of Taxes owed by the Settlement Fund or any losses incurred in connection therewith.

SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES

75. If you purchased Origin Materials securities on the open market of a U.S. stock exchange during the Class Period for the beneficial interest of a person or entity other than yourself, the Court has directed that **WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS POSTCARD NOTICE, YOU MUST EITHER:** (a) provide to the Claims Administrator the name, last known address, and email address, to the extent that email addresses are available, of each such

person or entity; (b) request additional copies of this Postcard Notice from the Claims Administrator, which will be provided to you free of charge, and **WITHIN SEVEN (7) DAYS** of receipt, mail the Postcard Notice directly to all such persons or entities; or (c) request an electronic copy of the Postcard Notice or the link to the Internet Notice and Claim Form on the Case Website from the Claims Administrator, and **WITHIN SEVEN (7) DAYS** of receipt thereof, email the Postcard Notice or the link the Internet Notice and Claim Form directly to all purchasers for which email addresses are available. If you choose to follow procedures (b) or (c), the Court has also directed that, upon making that mailing, **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing was made as directed and keep a record of the names, mailing addresses, and email addresses used. Upon full and timely compliance with these directions, you may seek reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, upon request and submission of appropriate documentation, up to a maximum of \$0.02 plus postage at the current pre-sort rate used by the Claims Administrator per Postcard Notice mailed; \$0.02 per Postcard Notice or link to the Internet Notice and Claim Form emailed; or \$0.02 per name, address, and email address provided to the Claims Administrator. All communications concerning the foregoing should be addressed to the Claims Administrator:

Origin Materials, Inc. Securities Litigation
c/o Strategic Claims Services
600 N. Jackson St., Suite 205
P.O. Box 230
Media, PA 19063
Tel.: 866-274-4004
info@strategicclaims.net

SO ORDERED this _____ day of _____.

The Honorable William B. Shubb
United States District Judge

EXHIBIT A-2

PROOF OF CLAIM AND RELEASE FORM

“CLAIM FORM”

Deadline for Submission: _____

If you purchased shares of Origin Materials, Inc., (“Origin Materials” or the “Company”) publicly traded securities on the open market of a U.S. stock exchange from March 7, 2023 through August 9, 2023 (the “Class Period”), you may be a “Settlement Class Member” and you may be entitled to share in the settlement proceeds. (Excluded from the Settlement Class are: (i) Defendants; (ii) members of the Immediate Family of each Defendant; (iii) any person who was an officer or director of Origin Materials; (iv) any firm or entity in which any Defendant has or had a controlling interest; (v) Defendants’ liability insurance carriers; (vi) any affiliates, parents, or subsidiaries of Origin Materials; (vii) all Origin Materials plans that are covered by ERISA; and (viii) the legal representatives, agents, affiliates, heirs, beneficiaries, successors-in-interests, or assigns of any excluded person or entity in their respective capacity as such.)

If you are a Settlement Class Member, you must complete and submit this Claim Form in order to be eligible for any Settlement benefits.

Most claimants submit their Proof of Claim and Release Form electronically. To file your claim electronically, you must complete and submit the version of the Claim Form hosted online at <https://www.strategicclaims.net/OriginMaterials/> no later than 11:59 p.m. ET on [_____]. However, you may alternatively complete and sign this Proof of Claim and Release Form and mail it by first class mail, postmarked no later than [_____,], to Strategic Claims Services, the Claims Administrator, at the following address:

Origin Materials, Inc. Securities Litigation
c/o Strategic Claims Services
600 N. Jackson St., Suite. 205
P.O. Box 230
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

Your failure to submit your claim by _____ will subject your claim to rejection and preclude you from receiving any money in connection with the Settlement of this action. Do not mail or deliver your claim to the Court or to any of the parties or their counsel, as any such claim will be deemed not to have been submitted. Submit your claim only to the Claims Administrator. If you are a Settlement Class Member and do not submit a proper Proof of Claim and Release Form, you will not share in the Settlement, but you nevertheless will be bound by the Order and Final Judgment of the Court unless you exclude yourself.

Submission of a Proof of Claim and Release Form does not assure that you will share in the proceeds of the Settlement.

CLAIMANT'S STATEMENT

1. I (We) purchased the securities of Origin Materials, Inc. ("Origin Materials") on the open market of a U.S. stock exchange between March 7, 2023 and August 9, 2023 ("the Class Period"). (Do not submit this Proof of Claim and Release Form if you did not purchase Origin Materials securities during the Class Period.)
2. By submitting this Proof of Claim and Release Form, I (we) state that I (we) believe in good faith that I am (we are) a Settlement Class Member(s) as defined above and in the Internet Notice of Pendency and Proposed Settlement of Class Action (the "Internet Notice"), or am (are) acting for such person(s); that I am (we are) not a Defendant in the Action or anyone excluded from the Settlement Class; that I (we) have read and understand the Internet Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund, as defined in the Internet Notice; that I (we) elect to participate in the proposed Settlement described in the Internet Notice; and that I (we) have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Settlement Class Member (e.g., as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Settlement Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)
3. I (We) consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Proof of Claim and Release Form. I (We) understand and agree that my (our) claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my (our) status as a Settlement Class Member(s) and the validity and amount of my (our) claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proof of Claim and Release Form.
4. I (We) have set forth where requested below all relevant information with respect to each purchase of Origin Materials securities during the Class Period, and each sale, if any, of such common stock. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.
5. I (We) have provided photocopies or scanned stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase and sale of Origin Materials securities listed below in support of my (our) claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER OR TAX ADVISOR BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM. DO NOT SEND STOCK CERTIFICATES.)
6. I (We) understand that the information contained in this Proof of Claim and Release Form is subject to such verification as the Claims Administrator may request or as the Court may direct, and I (we) agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Claim. In some cases, the Claims Administrator may condition acceptance of the claim based upon the production of additional information, including, where applicable, information concerning transactions in any derivatives securities such as options.)

7. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Internet Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a full and complete release, remise and discharge by me (us) and my (our) respective parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, heirs, representatives, joint tenants, tenants in common, beneficiaries, executors, administrators, insurers, legatees, and estates (or, if I am (we are) submitting this Proof of Claim and Release Form on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her, or their respective parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, heirs, representatives, joint tenants, tenants in common, beneficiaries, executors, administrators, insurers, legatees, and estates) of each of the Defendants' Releasees of all Released Claims.
8. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a covenant by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim and Release Form on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her, or them, and by its, his, her, or their heirs, executors, administrators, predecessors, successors, and assigns) to permanently refrain from prosecuting or attempting to prosecute any Released Claims against any of the Defendants' Releasees.
9. "Defendants' Releasees" means Defendants and any of his or its their current and former parents, affiliates, subsidiaries, controlling persons, associates, related or affiliated entities, and each and all of their respective past or present officers, directors, employees, partners, controlling shareholders, members, principals, agents, representatives, attorneys, advisors (including financial or investment advisors), consultants, underwriters, investment bankers, commercial bankers, insurers, reinsurers, heirs, spouses, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors or assigns, or any member of the Immediate Family, marital communities, or any trusts for which any of them are trustees, settlors or beneficiaries or anyone acting or purporting to act for or on behalf of them or their successors or collectively.
10. "Released Defendants' Claims" means to the fullest extent that the law permits their release, all claims and causes of action against Lead Plaintiff and Plaintiff's Releasees of every nature and description, whether they are known or Unknown Claims (including a Cal. Civil Code § 1542 waiver), asserted or unasserted, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising under federal, state, local, common, or foreign law, or any other law, rule, or regulation, whether class or individual in nature, that Defendants could have asserted against any of Plaintiff's Releasees and that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the Action, except for (i) claims relating to the enforcement of the Settlement or the Stipulation, or (ii) any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.
11. "Released Plaintiff's Claims" means, to the fullest extent that the law permits their release, all claims, suits, actions, appeals, causes of action, damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct, consequential, or special damages, and

restitution and disgorgement), demands, rights, debts, penalties, costs, expenses, fees, injunctive relief, attorneys' fees, expert or consulting fees, prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and description whatsoever, whether they are known or Unknown Claims (including a Cal. Civil Code § 1542 waiver), whether or not concealed or hidden, fixed or contingent, direct or indirect, anticipated or unanticipated, asserted or unasserted, accrued or unaccrued, liquidated or unliquidated, whether legal, contractual, rescissory, statutory, or equitable in nature, whether arising under federal, state, local, common, or foreign law, or any other law, rule, or regulation, whether class or individual in nature, that Lead Plaintiff or any member of the Settlement Class asserted or could have asserted in any forum that are based upon, arise from, or relate to: (i) the allegations, transactions, facts, matters, events, disclosures, public filings, acts, occurrences, representations, statements, omissions or failures to act that were or could have been alleged by Lead Plaintiff or any member of the Settlement Class in the Action; and (ii) the purchase or sale, other acquisition or disposition, or holding of Origin Materials securities during the Class Period. This release shall not include any claims (i) asserted in any derivative action based on similar allegations, or (ii) of any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court. This release does not release or impair any claims relating to the enforcement of the Settlement.

12. "Released Claims" means all Released Defendants' Claims and all Released Plaintiff's Claims.
13. "Unknown Claims" means any and all Released Plaintiff's Claims of every nature and description against Defendants' Releasees that Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any and all Released Defendants' Claims of every nature and description against Plaintiff's Releasees that any Defendant does not know or suspect to exist in his or its favor at the time of the release of such claims which if known by Lead Plaintiff, Settlement Class Member, or Defendant might have affected his, her, or its decision(s) with respect to the Settlement or Releases, including his, her, or its decision(s) to object or not object to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the other Settlement Class Members shall be deemed to have waived, and by operation of the Judgment, shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state, locality, or territory of the United States, or principle of common law or foreign law, which is similar comparable or equivalent to California Civil Code § 1542, which provides: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."** Lead Plaintiff, any Settlement Class Member, or any Defendant may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Plaintiff's Claims or the Released Defendants' Claims, but the Parties shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Settlement Class Member shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released

Plaintiff's Claims and Released Defendants' Claims, as applicable, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The parties acknowledge, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

14. I (We) acknowledge that I (we) may hereafter discover facts in addition to or different from those which I (we) now know or believe to be true with respect to the subject matter of the Released Claims, but expressly fully, finally and forever settle and release, any and all Released Claims, whether they are known or Unknown Claims (including a Cal. Civil Code § 1542 waiver), suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of fiduciary duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.
15. I (We) acknowledge that the inclusion of Unknown Claims in the definition of claims released pursuant to the Stipulation of Settlement ("Stipulation") was separately bargained for and is a material element of the Settlement of which this release is a part.
16. NOTICE REGARDING ELECTRONIC FILES: Representatives with the authority to file on behalf of (a) accounts of multiple persons and/or (b) institutional accounts with large numbers of transactions ("Representative Filers") must submit information regarding their clients' transactions in the approved electronic spreadsheet format, which is available by request to the Claims Administrator at efile@strategicclaims.net or by visiting the Case Website <https://www.strategicclaims.net/OriginMaterials/>. One spreadsheet may contain the information for multiple persons and institutional accounts, but all Representative Filers MUST also submit a manually signed Proof of Claim and Release Form, as well as proof of authority to file (see Item 2 of the Claimant's Statement) along with the electronic spreadsheet. The Claims Administrator reserves the right to request additional documentary proof regarding transactions and holdings in the Company's securities to prove and accurately process the Proof of Claim and Release Form. Any file not submitted in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email after processing the file with claim number(s) and respective account information. Do not assume that the file has been received or processed until the Claims Administrator sends a confirmation email. If you do not receive such an email within ten (10) days of submission, please contact the electronic filing department at efile@strategicclaims.net to inquire about the file and confirm it was received and acceptable.
17. NOTICE REGARDING ONLINE FILING: Claimants who are not Representative Filers may submit their claims online using the electronic version of the Proof of Claim and Release Form hosted at <https://www.strategicclaims.net/OriginMaterials/>. If you are not acting as a Representative Filer, you do not need to contact the Claims Administrator prior to filing; you will receive an automated e-mail confirming receipt once your Proof of Claim and Release Form has been submitted. If you are unsure if you should submit your claim as a Representative Filer, please contact the Claims Administrator at info@strategicclaims.net or (866) 274-4004. If you

II. SCHEDULE OF TRANSACTIONS IN ORIGIN MATERIALS COMMON STOCK

Beginning Holdings:

- A. State the total number of shares of Origin Materials common stock held at the close of trading on March 6, 2023 (*must be documented*). If none, write “zero” or “0”

Purchases

- B. Separately list each and every purchase of Origin Materials common stock between March 7, 2023 and November 7, 2023, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Price Per Share	Total Cost (Excluding Commissions, Taxes, and Fees)

Sales

- C. Separately list each and every sale of Origin Materials common stock between March 7, 2023 and November 7, 2023, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Price Per Share	Amount Received (Excluding Commissions, Taxes, and Fees)

Ending Holdings:

- D. State the total number of shares of Origin Materials common stock held at the close of trading on November 7, 2023 (*must be documented*).

III. SCHEDULE OF TRANSACTIONS IN ORIGIN MATERIALS PUBLIC WARRANTS

Beginning Holdings:

- A. State the total number of shares of Origin Materials public warrants held at the close of trading on March 6, 2023 (*must be documented*). If none, write “zero” or “0”

Purchases

B. Separately list each and every purchase of Origin Materials public warrants between March 7, 2023 and November 7, 2023, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Price Per Share	Total Cost (Excluding Taxes, and Fees)

Sales

C. Separately list each and every sale of Origin Materials public warrants between March 7, 2023 and November 7, 2023, and provide the following information (*must be documented*)

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Price Per Share	Amount Received (Excluding Commissions, Taxes, and Fees)

Ending Holdings:

D. State the total number of shares of Origin Materials public warrants held at the close of trading on November 7, 2023 (*must be documented*).

--

IV. SUBSTITUTIVE FORM W-9

Request for Taxpayer Identification Number

Enter taxpayer identification number below for the Beneficial Owner(s). For most individuals, this is your Social Security Number. The Internal Revenue Service (“I.R.S.”) requires such taxpayer identification number. If you fail to provide this information, your claim may be rejected.

Social Security Number (for individuals)	Or	Taxpayer Identification (for estates, trusts, corporations, etc.)

V. CERTIFICATION

I (We) submit this Proof of Claim and Release Form under the terms of the Stipulation described in the Internet Notice. I (We) also submit to the jurisdiction of the United States District Court for the Eastern District of California with respect to my (our) claim as a Settlement Class Member(s) and for purposes of enforcing the release and covenant not to sue set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in this Action. I (We) have not submitted any other claim covering the same purchases or sales of Origin Materials securities during the Class Period and know of no other Person having done so on my (our) behalf.

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup withholding; or (b) I (we) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

UNDER THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM AND RELEASE FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign):

(Signature)

(Signature)

(Capacity of person(s) signing, e.g. beneficial purchaser(s), executor, administrator, trustee, etc.) • Check here if proof of authority to file is enclosed. (See Item 2 under Claimant’s Statement)

Date: _____

To file this Proof of Claim and Release Form electronically, please visit the Origin Materials Case Website, <https://www.strategicclaims.net/OriginMaterials/>. The Case Website has a link called “File a Claim Online” that will direct you to the electronic filing system. Once you click the File a Claim Online link, you will be given detailed instructions for filling out and submitting your Proof of Claim and Release Form online. Please read the instructions carefully and make sure that you have the information and documents necessary to complete your online claim. You will need to provide the contact information and list of transactions stated in the instructions, as well as attach the documentation listed in paragraph 5 on page 2 of this Proof of Claim and Release Form, in order to submit your claim electronically. If you do not provide all of the information and documents required, you will not be able to proceed with your submission through the electronic filing system. If you experience any issues while filling out your Proof of Claim and Release Form electronically, or if you have any questions about filing, you may contact the Claims Administrator via email at info@strategicclaims.net or by toll-free phone at (866) 274-4004. YOUR ELECTRONIC CLAIM MUST BE FILED NO LATER THAN 11:59 P.M. ET ON [DATE].

IF YOU CHOOSE TO FILE YOUR CLAIM BY MAIL, THIS PROOF OF CLAIM AND RELEASE FORM MUST BE POSTMARKED NO LATER THAN [DATE] AND MUST BE MAILED TO:

Origin Materials, Inc. Securities Litigation
c/o Strategic Claims Services
600 N. Jackson St., Ste. 205
P.O. Box 230
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

A Proof of Claim and Release Form received by the Claims Administrator shall be deemed to have been submitted when postmarked if mailed first class and addressed in accordance with the above instructions. In all other cases, a Proof of Claim and Release Form shall be deemed to have been submitted when actually received by the Claims Administrator. You should be aware that it will take a significant amount of time to process fully all of the Proof of Claim and Release Forms and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim and Release Form. Please notify the Claims Administrator of any change of address.

REMINDER CHECKLIST

- Please be sure to sign this Proof of Claim and Release Form on page 7. If this Proof of Claim and Release Form is submitted on behalf of joint claimants, then both claimants must sign.
- Please remember to attach or scan supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
- Do NOT use highlighter on the Proof of Claim and Release Form or any supporting documents.
- If you move or change your address, telephone number, or email address, please submit the new information to the Claims Administrator, as well as any other information that will assist us in contacting you. NOTE: Failure to submit updated information to the Claims Administrator may result in the Claims Administrator's inability to contact you regarding issues with your claim or to deliver payment to you.

EXHIBIT A-3

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

In re ORIGIN MATERIALS, INC.)
SECURITIES LITIGATION) Master File No.: 2:23-cv-01816-WBS-JDP
)
)
_____)
) CLASS ACTION
)
This Document Relates To)
)
)
ALL ACTIONS CONSOLIDATED FROM:)
)
Antonio F. Soto, individually and on behalf of all)
others similarly situated,)
)
Plaintiff,)
)
)
v.)
)
)
Origin Materials, Inc., Richard J. Riley, and John)
Bissell,)
)
)
Defendants)
_____)

**SUMMARY NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED
SETTLEMENT, AND MOTION FOR ATTORNEYS’ FEES AND
EXPENSES**

To: All persons and entities who or which purchased publicly traded securities of Origin Materials, Inc. (“Origin Materials”) on the open market of a U.S. stock exchange during the period from March 7, 2023 through August 9, 2023, and who were allegedly damaged thereby (“Settlement Class”).

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Eastern

District of California, that the Court-appointed Lead Plaintiff for the proposed Settlement Class has reached an agreement with the Defendants to settle the claims in the above-captioned class action (the “Action”) for \$9,000,000 (the “Settlement”).

A hearing will be held before the Honorable William B. Shubb, on _____, at _____.m., in the United States District Court, Eastern District of California, Robert T. Matsui United States Courthouse, Courtroom 5, 14th Floor, 501 I Street, Sacramento, CA 95814 (the “Settlement Hearing”) to, among other things, determine whether the Court should: (i) approve the proposed Settlement as fair, reasonable, and adequate; (ii) dismiss the Action with prejudice as provided in the Stipulation of Settlement; and (iii) approve Lead Counsel’s motion for attorneys’ fees and Litigation Expenses. The Court may change the date of the Settlement Hearing, or hold it telephonically or by video conference without providing another notice. You do NOT need to attend the Settlement Hearing to receive a distribution from the Net Settlement Fund.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOUR RIGHTS WILL BE AFFECTED BY THE PROPOSED SETTLEMENT, AND YOU MAY BE ENTITLED TO A MONETARY PAYMENT. You may obtain a Claim Form and review the Internet Notice of Pendency and Proposed Settlement of Class Action (“Internet Notice”) on the website

<https://www.strategicclaims.net/OriginMaterials/> or by contacting the Claims Administrator at:

Origin Materials, Inc. Securities Litigation
c/o Strategic Claims Services
600 N. Jackson St., Suite 205
P.O. Box 230
Media, PA 19063
Toll-Free: (866) 274-4004
Fax: (610) 565-7985
info@strategicclaims.net

Inquiries, other than requests for the Internet Notice/Claim Form or for information about the status of a claim, may also be made to Lead Counsel:

BERNSTEIN LIEBHARD LLP
Michael S. Bigin, Esq.
10 East 40th Street
New York, NY 10016
212-779-1414
Originmaterialsinfo@bernlieb.com

If you are a Settlement Class Member, to be eligible to share in the distribution of the Net Settlement Fund, you must submit a Claim Form *postmarked or submitted online no later than* _____. If you are a Settlement Class Member and do not timely submit a valid Claim Form, you will not be eligible to share in the distribution of the Net Settlement Fund, but you will nevertheless be bound by all judgments or orders entered by the Court relating to the Settlement, whether favorable or unfavorable.

If you are a Settlement Class Member and wish to exclude yourself from the Settlement Class, you must submit a written request for exclusion in accordance with the instructions set forth in the Internet Notice such that it is *received no later than* _____. If you properly exclude yourself from the Settlement Class, you will not be bound by any judgments or orders entered by the Court relating to the Settlement, whether favorable or unfavorable, and you will not be eligible to share in the distribution of the Net Settlement Fund.

Any objections to the proposed Settlement, Lead Counsel's Fee and Expense Application, and/or the proposed Plan of Allocation must be filed with the Court, either by mail or in person, and be mailed to counsel for the Parties in accordance with the instructions in the Internet Notice, such that they are *received no later than* _____.

SO ORDERED this _____ day of _____.

The Honorable William B. Shubb
United States District Judge

EXHIBIT A-4

***Court-Ordered Legal Notice
Forwarding Service Requested***

Important Notice about a Securities Class Action
Settlement

You may be entitled to a payment. This Notice may
affect your legal rights.

Please read it carefully.

Case Pending in the United States District Court for the
Eastern District of California.

Case Number: 2:23-cv-01816-WBS-JDP

Origin Materials Inc. Securities Litigation
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
Media, PA 19063

THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT

PLEASE VISIT [HTTPS://WWW.STRATEGICCLAIMS.NET/ORIGINMATERIALS/](https://www.strategicclaims.net/OriginMaterials/) FOR MORE INFORMATION.

The United States District Court for the Eastern District of California has preliminarily approved a proposed class action Settlement of all claims in the action captioned *In re Origin Materials, Inc. Securities Litigation*, Master File No. 2:23-cv-01816-WBS-JDP. The Settlement resolves all of the claims that Defendants violated the Securities Exchange Act of 1934 by making allegedly false and misleading statements to the investing public, which allegedly caused the Settlement Class to purchase Origin Materials securities at artificially inflated prices. Defendants expressly deny all Lead Plaintiff's allegations of wrongdoing or liability whatsoever and deny that the Settlement Class Members' losses are compensable under the securities laws.

You received this Postcard Notice because you or someone in your family may have purchased Origin Materials publicly traded securities on the open market of a U.S. stock exchange between March 7, 2023 and August 9, 2023, and may be a Settlement Class Member. The Settlement provides that, in exchange for the dismissal and release of claims against Defendants, a fund consisting of \$9,000,000, less attorneys' fees and expenses, will be divided among Settlement Class Members who timely submit a valid Proof of Claim and Release Form ("Claim Form"). The Claim Form can be found on the website, <https://www.strategicclaims.net/OriginMaterials/>, or will be mailed to you upon request to the Claims Administrator at the address below.

For a full description of the Settlement and your rights and to make a claim, please view the Stipulation of Settlement, the Internet Notice of Pendency and Proposed Settlement of Class Action ("Internet Notice"), and Claim Form by visiting the website: <https://www.strategicclaims.net/OriginMaterials/>. You may also request copies of the Internet Notice and Claim Form from the Claims Administrator through any of the following ways: (1) mail: Origin Materials Inc. Securities Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Ste. 205, Media, PA 19063; (2) call toll-free: (866) 274-4004; (3) fax: (610) 565-7985; or (4) email: info@strategicclaims.net. **To qualify for payment, you must submit a Claim Form.**

Claim Forms must be electronically submitted by 11:59 p.m. on [____]. Mailed Claim Forms must be postmarked by [____]. If you do not want to be legally bound by the Settlement, you must exclude yourself by [____] or you will not be able to sue the Defendants about the legal claims in this case. If you exclude yourself, you cannot get money from this Settlement. If you stay in the Settlement, you may object to it by [____]. The detailed Internet Notice explains how to submit a Claim Form, exclude yourself, or object.

The Court will hold a final settlement hearing in this case on [____] at [__:__] at the United States District Court, Eastern District of California, Robert T. Matsui United States Courthouse, Courtroom 5, 14th Floor, 501 I Street, Sacramento, CA 95814, to consider whether to approve the Settlement and a request by Plaintiffs' Counsel for up to ____ of the Settlement Fund for attorneys' fees, plus up to \$ ____ for Litigation Expenses. You may attend the hearing and ask to be heard by the Court, but you do not have to. For more information, call toll free (866-274-4004) or visit the website: <https://www.strategicclaims.net/OriginMaterials/>

EXHIBIT B

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

In re ORIGIN MATERIALS, INC.)
SECURITIES LITIGATION)

Master File No.: 2:23-cv-01816-WBS-JDP

_____)

FINAL ORDER AND JUDGMENT

This Document Relates To)

CLASS ACTION

ALL ACTIONS CONSOLIDATED FROM:)

Judge William B. Shubb
Courtroom 5, 14th Floor

Antonio F. Soto, individually and on behalf of all)
others similarly situated,)

Plaintiff,)

v.)

Origin Materials, Inc., Richard J. Riley, and John)
Bissell,)

Defendants)

_____)

WHEREAS, a securities action is pending in this court styled *In re Origin Materials, Inc. Securities Litigation*, Master File No. 2:23-cv-01816-WBS-JDP (the “Action”);

WHEREAS, (a) Lead Plaintiff Todd Frega (“Lead Plaintiff”), on behalf of himself and the Settlement Class (defined below), and (b) Defendants Origin Materials Inc. (“Origin Materials”) and John Bissell (together “Defendants”) have entered into a Stipulation of Settlement dated October 27, 2025 (the “Stipulation”), that provides for a complete dismissal with prejudice of the claims asserted in the

1 Action, in their entirety as against Defendants, on the terms and conditions set forth
2 in the Stipulation, subject to the approval of this Court (the “Settlement”);

3 WHEREAS, unless otherwise defined in this Judgment, the capitalized terms
4 herein shall have the same meanings as they have in the Stipulation;

5 WHEREAS, by Order dated _____, 2025 (the “Preliminary Approval
6 Order”), this Court: (a) found, pursuant to Rule 23(e)(1)(B), that it (i) would likely be
7 able to approve the Settlement as fair, reasonable, and adequate under Rule 23(e)(2)
8 and (ii) would likely be able to certify the Settlement Class for purposes of the
9 Settlement; (b) ordered that notice of the proposed Settlement be provided to potential
10 Settlement Class Members; (c) provided Settlement Class Members with the
11 opportunity either to exclude themselves from the Settlement Class or to object to the
12 proposed Settlement; and (d) scheduled a hearing regarding final approval of the
13 Settlement;

14 WHEREAS, due and adequate notice has been given to the Settlement Class;

15 WHEREAS, the Court conducted a hearing on _____, 2026 (the
16 “Settlement Hearing”) to consider, among other things, (a) whether the terms and
17 conditions of the Settlement are fair, reasonable, and adequate to the Settlement Class,
18 and should therefore be approved; and (b) whether a judgment should be entered
19 dismissing the Action with prejudice as against the Defendants; and

20 WHEREAS, the Court having reviewed and considered the Stipulation, all
21 papers filed and proceedings held herein in connection with the Settlement, all oral

1 and written comments received regarding the Settlement, and the record in the Action,
2 and good cause appearing therefor;

3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

4 1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the
5 Action, and all matters relating to the Settlement, as well as personal jurisdiction over
6 all of the parties and each of the Settlement Class Members.

7 2. **Incorporation of Settlement Documents** – This Judgment incorporates
8 and makes a part hereof the Stipulation and the exhibits thereto, filed with the Court
9 on October __, 2025.

10 3. **Class Certification for Settlement Purposes** – The Court hereby
11 certifies, for the purposes of the Settlement only, the Action as a class action pursuant
12 to Rule 23(b)(3) of the Federal Rules of Civil Procedure on behalf of the Settlement
13 Class consisting of all persons and entities that purchased Origin Materials’ publicly
14 traded securities on the open market of a U.S. stock exchange during the March 7,
15 2023 through August 9, 2023 Class Period and were allegedly damaged thereby.
16 Excluded from the Settlement Class are: (i) Defendants; (ii) members of the
17 Immediate Family of each Defendant; (iii) any person who was an officer or director
18 of Origin Materials; (iv) any firm or entity in which any Defendant has or had a
19 controlling interest; (v) Defendants’ liability insurance carriers; (vi) any affiliates,
20 parents, or subsidiaries of Origin Materials; (vii) all Origin Materials plans that are
21 covered by ERISA; and (viii) the legal representatives, agents, affiliates, heirs,

1 beneficiaries, successors-in-interests, or assigns of any excluded person or entity in
2 their respective capacity as such. [Also excluded from the Settlement Class are the
3 persons and entities listed on Exhibit 1 hereto who or which are excluded from the
4 Settlement Class pursuant to request.]

5 4. **Settlement Class Findings** – For purposes of the Settlement only, the
6 Court finds that each element required for certification of the Settlement Class
7 pursuant to Rule 23 of the Federal Rules of Civil Procedure has been met: (a) the
8 members of the Settlement Class are so numerous that their joinder in the Action
9 would be impracticable; (b) there are questions of law and fact common to the
10 Settlement Class which predominate over any individual questions; (c) the claims of
11 Lead Plaintiff in the Action are typical of the claims of the Settlement Class; (d) Lead
12 Plaintiff and Lead Counsel have and will fairly and adequately represent and protect
13 the interests of the Settlement Class; and (e) a class action is superior to other available
14 methods for the fair and efficient adjudication of the claims of the Settlement Class
15 in the Action.

16 5. **Adequacy of Representation** – Pursuant to Rule 23 of the Federal Rules
17 of Civil Procedure, and for the purposes of the Settlement only, the Court hereby
18 appoints Lead Plaintiff as Class Representative for the Settlement Class and appoints
19 Lead Counsel Bernstein Liebhard LLP as Class Counsel for the Settlement Class.
20 Lead Plaintiff and Lead Counsel have fairly and adequately represented the
21 Settlement Class both in terms of litigating the Action and for purposes of entering

1 into and implementing the Settlement and have satisfied the requirements of Federal
2 Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

3 6. Notice – The Court finds that the dissemination of the Postcard Notice,
4 the Internet Notice, and the Summary Notice: (a) were implemented in accordance
5 with the Preliminary Approval Order; (b) constituted the best notice practicable under
6 the circumstances; (c) constituted notice that was reasonably calculated, under the
7 circumstances, to apprise Settlement Class Members of (i) the pendency of the Action;
8 (ii) the effect of the proposed Settlement (including the Releases to be provided
9 thereunder); (iii) Lead Counsel’s motion for attorneys’ fees and Litigation Expenses;
10 (iv) their right to object to any aspect of the Settlement and/or Lead Counsel’s motion
11 for attorneys’ fees and Litigation Expenses; (v) their right to exclude themselves from
12 the Settlement Class; and (vi) their right to appear at the Settlement Hearing; (d)
13 constituted due, adequate, and sufficient notice to all persons and entities entitled to
14 receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule
15 23 of the Federal Rules of Civil Procedure, the United States Constitution (including
16 the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15
17 U.S.C. § 78u-4, as amended, and all other applicable law and rules. No Settlement
18 Class Member is relieved from the terms of the Settlement, including the Releases
19 provided for therein, based upon the contention or proof that such Settlement Class
20 Member failed to receive actual or adequate notice. A full opportunity has been
21 offered to the Settlement Class Members to object to the proposed Settlement and to

1 participate in the hearing thereon. The Court further finds that the notice provisions
2 of the Class Action Fairness Act, 28 U.S.C. § 1715 *et seq.*, were fully discharged and
3 that the statutory waiting period has elapsed. Thus, the Court hereby determines that
4 all Settlement Class Members are bound by this Judgment, except, if applicable, those
5 persons and entities listed on Exhibit 1 to this Judgment.

6 7. **Objections** - The Court has considered each of the objections to the
7 Settlement submitted pursuant to Rule 23(e)(5) of the Federal Rules of Civil
8 Procedure. The Court finds and concludes that each of the objections is without merit,
9 and each is hereby overruled.]

10 8. **Final Settlement Approval and Dismissal of Claims**– Pursuant to, and
11 in accordance with Rule 23(e)(2) of the Federal Rules of Civil Procedure, this Court
12 hereby fully and finally approves the Settlement set forth in the Stipulation in all
13 respects (including, without limitation, the amount of the Settlement, the Releases
14 provided for therein, and the dismissal with prejudice of the claims asserted against
15 Defendants in the Action), and finds that the Settlement is, in all respects, fair,
16 reasonable, and adequate to the Settlement Class. Specifically, the Court finds that
17 (a) Lead Plaintiff and Lead Counsel have adequately represented the Settlement Class;
18 (b) the Settlement was negotiated by the Parties at arm’s length; (c) the relief provided
19 for the Settlement Class under the Settlement is adequate taking into account the costs,
20 risks, and delay of trial and appeal; the proposed means of distributing the Settlement
21 Fund to the Settlement Class; and the proposed attorneys’ fee award; and (d) the

1 Settlement treats members of the Settlement Class equitably relative to each other.
2 The Parties are directed to implement, perform, and consummate the Settlement in
3 accordance with the terms and provisions contained in the Stipulation.

4 9. The Action and all of the claims asserted against Defendants in the
5 Action by Lead Plaintiff and the other Settlement Class Members are hereby
6 dismissed with prejudice. The Parties shall bear their own costs and expenses, except
7 as otherwise expressly provided in the Stipulation.

8 10. **Binding Effect** – The terms of the Stipulation and of this Judgment shall
9 be forever binding on Defendants, Lead Plaintiff, and all other Settlement Class
10 Members (regardless of whether or not any individual Settlement Class Member
11 submits a Claim Form or seeks or obtains a distribution from the Net Settlement
12 Fund), as well as their respective successors and assigns. [The persons and entities
13 listed on Exhibit 1 hereto are excluded from the Settlement Class pursuant to request
14 and are not bound by the terms of the Stipulation or this Judgment].

15 11. **Releases** – The Releases set forth in paragraphs 5 and 6 of the
16 Stipulation, together with the definitions contained in paragraph 1 of the Stipulation
17 relating thereto, are expressly incorporated herein in all respects. The Releases are
18 effective as of the Effective Date. Accordingly, this Court orders that:

19 a. Without further action by anyone, and subject to paragraph 11
20 below, upon the Effective Date of the Settlement, Lead Plaintiff and each of the other
21 Settlement Class Members, on behalf of themselves, and their respective heirs,

1 executors, administrators, predecessors, successors, and assigns, in their capacities as
2 such, shall be deemed to have and by operation of law and of this Judgment shall
3 have, fully, finally, and forever compromised, settled, released, resolved,
4 relinquished, waived, and discharged each and every Released Plaintiff's Claim
5 against Defendants and all of the Defendants' Releasees, and shall forever be barred,
6 estopped, and enjoined from bringing, asserting, or prosecuting any and all of the
7 Released Plaintiff's Claims against any of the Defendants' Releasees.

8 b. Without further action by anyone, and subject to paragraph 11
9 below, upon the Effective Date of the Settlement, Defendants, on behalf of
10 themselves, and respective heirs, executors, administrators, predecessors, successors,
11 and assigns, in their capacities as such, shall be deemed to have, and by operation of
12 law and of this Judgment shall have, fully, finally, and forever compromised, settled,
13 released, resolved, relinquished, waived, and discharged each and every Released
14 Defendants' Claim against Lead Plaintiff and all of the Plaintiff's Releasees, and shall
15 forever be barred, estopped, and enjoined from bringing, asserting or prosecuting any
16 and all of the Released Defendants' Claims against any of the Plaintiffs' Releasees.

17 [This Release shall not apply to any person or entity listed on Exhibit 1 hereto.]

18 12. Notwithstanding paragraphs 10(a) – (b) above, nothing in this Judgment
19 shall bar any action by any of the parties or any Releasee to enforce or effectuate the
20 terms of the Stipulation or this Judgment.

21

1 13. **Rule 11 Findings** – The Court finds and concludes that the parties and
2 their respective counsel have complied in all respects with the requirements of Rule
3 11 of the Federal Rules of Civil Procedure in connection with the institution,
4 prosecution, defense, and settlement of the Action.

5 14. **No Admissions** – Neither this Judgment, the Stipulation (whether or not
6 consummated), including the exhibits thereto and the negotiations leading to the
7 execution of the Stipulation, nor any proceedings taken pursuant to or in connection
8 with the Stipulation and/or approval of the Settlement (including any arguments
9 proffered in connection therewith):

10 a. Shall be offered against any of the Defendants’ Releasees as
11 evidence of, or construed as, or deemed to be evidence of any presumption,
12 concession, or admission by any of the Defendants’ Releasees with respect to the truth
13 of any fact alleged by Lead Plaintiff or the validity of any claim that was or could
14 have been asserted or the deficiency of any defense that has been or could have been
15 asserted in this Action or in any other litigation, or of any liability, negligence, fault,
16 or other wrongdoing of any kind of any of the Defendants’ Releasees or in any way
17 referred to for any other reason as against any of the Defendants’ Releasees, in any
18 arbitration proceeding or other civil, criminal, or administrative action or proceeding,
19 other than such proceedings as may be necessary to effectuate the provisions of the
20 Stipulation;

21

1 b. Shall be offered against any of the Plaintiff's Releasees, as
2 evidence of, or construed as, or deemed to be evidence of any presumption,
3 concession or admission by any of the Plaintiff's Releasees that any of their claims
4 are without merit, that any of the Defendants' Releasees had meritorious defenses, or
5 that damages recoverable under the Complaint would not have exceeded the
6 Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing
7 of any kind, or in any way referred to for any other reason as against any of the
8 Plaintiff's Releasees, in any arbitration proceeding or other civil, criminal, or
9 administrative action or proceeding, other than such proceedings as may be necessary
10 to effectuate the provisions of the Stipulation; or

11 c. Shall be construed against any of the Releasees as an admission,
12 concession, or presumption that the consideration to be given under the Settlement
13 represents the amount which could be or would have been recovered after trial;
14 *provided, however*, that the Parties and the Releasees and their respective counsel may
15 refer to and rely on this Judgment and the Stipulation to effectuate the protections
16 from liability granted hereunder and thereunder or otherwise to enforce the terms of
17 the Settlement, including but not limited to by filing the Stipulation and/or this
18 Judgment in any other action that may be brought against them in order to support a
19 defense or counterclaim based on principles of *res judicata*, collateral estoppel,
20 release, good faith settlement, judgment bar or reduction, or any other theory of claim
21 preclusion or issue preclusion or similar defense or counterclaim.

1 15. **Retention of Jurisdiction** – Without affecting the finality of this
2 Judgment in any way, this Court retains continuing and exclusive jurisdiction over:
3 (a) the Parties for purposes of the administration, interpretation, implementation, and
4 enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any
5 motion for an award of attorneys’ fees and Litigation Expenses by Lead Counsel in
6 the Action that will be paid from the Settlement Fund; (d) any motion to approve the
7 Class Distribution Order; and (e) the Settlement Class Members for all matters
8 relating to the Action.

9 16. A separate order shall be entered regarding the motion of Lead Counsel
10 for attorneys’ fees and Litigation Expenses. Such order, or any appeal from any order
11 relating thereto or reversal or modification thereof, shall in no way affect or delay the
12 finality of this Judgment and shall not affect or delay the Effective Date of the
13 Settlement.

14 17. **Modification of the Agreement of Settlement** – Without further
15 approval from the Court, Lead Plaintiff and Defendants are hereby authorized to agree
16 to and adopt such amendments or modifications of the Stipulation or any exhibits
17 attached thereto to effectuate the Settlement that: (a) are not materially inconsistent
18 with this Judgment; and (b) do not materially limit the rights of Settlement Class
19 Members in connection with the Settlement. Without further order of the Court, Lead
20 Plaintiff and Defendants may agree to reasonable extensions of time to carry out any
21 provisions of the Settlement.

