

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF VENTURA

IF YOU BOUGHT A KEVITA MASTER BREW KOMBUCHA PRODUCT ANY TIME PRIOR TO SEPTEMBER 16, 2020 YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.

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

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

- There is a Proposed Settlement in a Class Action lawsuit that claims KeVita, Inc. violated state laws regarding the labeling and marketing of KeVita Master Brew Kombucha (*see* Question 2, below). KeVita denies it did anything wrong and denies all of the claims made in this lawsuit. The Court did not rule in favor of either party. Instead, the Parties agreed to a Proposed Settlement in order to avoid the expense and risks of continuing the lawsuit. For instructions on how to obtain the Settlement Agreement, please see www.masterbrewsettlement.com.
- Anyone in the United States and all U.S. territories who bought one or more bottles of KeVita Master Brew Kombucha Products in the United States or U.S. territories, referred to as the “Product” or “Products” and listed below under Question 6, at any time prior to **September 16, 2020**, is affected by the Proposed Settlement.
- Eligible purchasers may be entitled to a payment of up to \$60 if you have Proof of Purchase, or up to \$9 (with a minimum payment of \$3) if you do not have Proof of Purchase.
- The Proposed Settlement will provide: (1) money to eligible Class Members who make claims, (2) the costs of notice and administration, (3) an Incentive Award to the named Plaintiffs, and (4) Attorneys’ Fees and Expenses to Class Counsel. KeVita has also agreed to implement label modifications to the Products.
- Your legal rights are affected whether you act or not. **Read this Notice carefully because it explains decisions you must make and actions you must take now.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT	
DO NOTHING	Get no payment. Give up your rights to sue the Defendant regarding any of the claims at issue in this case.
SUBMIT A CLAIM FORM	Receive a payment if a Valid Claim Form is submitted by January 14, 2021 .
EXCLUDE YOURSELF FROM THE CLASS	Receive no money but keep the right to participate in another lawsuit against the Defendant about the claims and Products at issue in this case. You must send in a written request to be excluded by December 15, 2020 in order to be excluded.
OBJECT TO THE PROPOSED SETTLEMENT	You can write to the Court by December 30, 2020 to explain why you think the Settlement is not fair or reasonable or that it is otherwise improper.
GO TO A HEARING	If you file a written objection, you can ask by December 30, 2020 to speak in Court about the fairness of the Proposed Settlement. Even if you don’t wish to object, you can also appear at the hearing by filling a Notice of Appearance by January 6, 2021

QUESTIONS? VISIT www.masterbrewsettlement.com, OR CALL 844-702-2784 TOLL FREE

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

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BASIC INFORMATION

1. Why was this Notice issued?

The Court ordered that this Notice be given because you purchased KeVita Master Brew Kombucha before September 16, 2020 and have the right to know about a Proposed Settlement of a class action lawsuit, and about your rights and options, before the Court decides whether to finally approve the Proposed Settlement. You can follow the progress of the Settlement on the Settlement Website.

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

Information about the Proposed Settlement is summarized below. The settlement agreement, called the “Settlement,” and available on the Settlement Website (www.masterbrewsettlement.com), gives greater detail on the rights and duties of the Parties and Class Members.

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

If you are a Class Member, your legal rights are affected whether you act or do not act, so please read this Notice carefully.

2. What is this lawsuit about?

The individuals who sued are called the “Plaintiffs.” KeVita, Inc. is the “Defendant.” This lawsuit concerns claims that Defendant violated certain state laws and consumer protection statutes in connection with the creation, development, formulation, composition, sale, advertising, marketing, labeling, distribution, and manufacturing of KeVita Master Brew Kombucha. The lawsuit alleged that the labeling and marketing of KeVita Master Brew Kombucha created the misleading impression among consumers that the Products were manufactured without being pasteurized at any point during the manufacturing process. Defendant denies all these claims.

The Court in charge of this lawsuit is the Superior Court of California for the County of Ventura. The class action lawsuit is called *Brenner, et al. v. KeVita, Inc.*, Case No. 56-2017-00502340-CU-VTA.

Information about the Proposed Settlement is summarized in this Notice. More detail is provided in the Settlement Agreement, called the “Settlement,” and other documents (including the Third Amended Complaint), all available at www.masterbrewsettlement.com.

3. What is a class action?

In a class action, one or more people called “named Plaintiffs” or “Class Representatives” sue on behalf of themselves and other people whom they believe to have similar claims. Together, all of these people are referred to as the “Class.” A Court resolves the claims of the entire Class in a class action, except for those who exclude themselves from the Class (*see* Question 15).

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4. Why is there a Proposed Settlement?

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

WHO IS PART OF THE PROPOSED SETTLEMENT?

5. Am I part of the Class?

You are a member of the Class if:

- You are in the United States or any U.S. territories (including, but not limited to, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, and the other territories and possessions of the United States); and
- You purchased one or more bottles of KeVita Master Brew Kombucha in the United States or U.S. territories, prior to and including September 16, 2020.

You are NOT a member of the Class if you:

- Are an employee, director, officer, and/or agent of KeVita or its subsidiaries and affiliated companies;
- Purchased the Products primarily for the purposes of resale;
- Are the judge presiding over the class action, his immediate family, and/or a member of the Court staff;
- Are a governmental entity; or
- Timely and properly exclude yourself from the Class (*see*, Question 15).

6. Which Products are included in the Proposed Settlement?

The Products covered by this Proposed Settlement are KeVita Master Brew Kombucha, including but not limited to the following flavors: Blueberry Basil, Citrus, Dragonfruit Lemongrass, Exotic Greens, Ginger, Grapefruit, Lavender Melon, Mango Habanero, Pineapple Peach, Raspberry Lemon, Roots Beer, and Tart Cherry.

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

If you are not sure whether you are a Class Member, or have any other questions about the Proposed Settlement, visit the Settlement Website, www.masterbrewsettlement.com, or call the toll-free number, **844-702-2784**. You may also send questions to the Settlement Administrator via email at info@masterbrewsettlement.com or via U.S. Mail at Brenner v KeVita Settlement c/o Settlement Administrator, PO Box 41920, Philadelphia, PA 19101-1920.

QUESTIONS? VISIT www.masterbrewsettlement.com, OR CALL 844-702-2784 TOLL FREE

THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU CAN GET

8. What does the Proposed Settlement provide?

If the Proposed Settlement is approved and becomes final, it will provide benefits to Class Members. Defendant will (i) make payments to those Class Members who file Valid Claims by submitting a Claim Form (*see*, Question 12), (ii) pay for the costs associated with this Notice and administration of the Proposed Settlement, (iii) pay Attorneys' Fees and Expenses for Class Counsel awarded by the Court (*see* Question 21), and (iv) pay an Incentive Award to the named Plaintiffs awarded by the Court (*see*, Question 21).

In addition, Defendant has agreed to modify the labels of the Products on a going forward basis in two ways. First, if Defendant continues to state that the Products contain "LIVE PROBIOTICS," Defendant will also make one of the following statements somewhere on the Products' label: "enhanced with live probiotics," "boosted with live probiotics," or "live probiotics added;" and (2) if Defendant continues to utilize pasteurization during the manufacturing process for the Products, Defendant will reference pasteurization somewhere on the Products' label. The settlement agreement, referred to as the "Settlement," which is available at www.masterbrewsettlement.com, has more information on these changes.

9. What can I get from the Proposed Settlement?

If you have Proof of Purchase: If you submit Proof of Purchase of the Products listed in response to Question 6, such as receipt(s) or other documentation demonstrating your purchases of the listed Products before **September 16, 2020**, with a timely and Valid Claim Form, you will receive Thirty Cents (\$0.30) per Product with Proof of Purchase up to a maximum of two hundred (200) Units, for a total of up to Sixty Dollars (\$60).

If you do not have Proof of Purchase: If you purchased any of the Products listed in response to Question 6 and do not have Proof of Purchase, but you submit a timely and Valid Claim Form, you will receive Thirty Cents (\$0.30) per Product purchased up to a maximum of thirty (30) Units, for a total of up to Nine Dollars (\$9).

Anyone who submits a timely and Valid Claim Form will receive a minimum of Three Dollars (\$3). The maximum amounts listed above are per Claimant. Individuals can submit a Claim with Proof of Purchase or a Claim without Proof of Purchase, but not both.

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

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

If you do not affirmatively request exclusion from (*i.e.*, "opt out" of) the Class, you become a Class Member and you will automatically release Defendant and the Released Parties from any claims set forth below and will give up your rights to pursue or continue any action against Defendant relating to the Products and the claims at issue in this lawsuit. **The Release sections from the Proposed Settlement are copied below.** Because Class Members will release a wide range of claims relating to the Products, **please carefully read** the following "Release and Waiver of Claims": "Released Claims" means and includes any and all claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action under common law or statutory

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law (federal, state, or local) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including known and unknown claims (as described in Paragraph 72 of the Settlement) as of the Claim Form Deadline by all of the Plaintiffs and all Class Members (and, to the extent on behalf of Plaintiffs and Class Members, their respective heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest and assigns) that were asserted or could have been asserted in this Action against Defendant relating to the Products (including, but not limited to, the naming of the Product(s) as a “kombucha,” the Products’ probiotic content, the fermentation process for the Products, and the pasteurization of the Products), and that arise out of or are related in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were or could have been directly or indirectly alleged or referred to in the Action (including but not limited to alleged violations of state consumer protection, unfair competition, and/or false or deceptive advertising statutes, breach of express or implied warranty, fraud, negligence, product liability, conspiracy, unjust enrichment, restitution, declaratory or injunctive relief, and other equitable claims or claims sounding in contract and tort).

Notwithstanding any other provision of this Settlement, “Released Claims” do not include claims for bodily injuries. Class Members are not releasing any claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action relating to bodily injuries allegedly caused by the Products.

“Released Claims” shall be construed as broadly as possible to effect complete finality over all claims regarding the development, creation, sale, labeling, marketing, advertising, composition, formulation, manufacturing, and/or distribution of the Products as alleged in the Action or as could have been asserted in the Action and as set forth herein.

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

The Released Claims include known and unknown claims relating to the Action. Plaintiffs and Class Members expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides as follows:

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.

Plaintiffs and Class Members expressly waive and relinquish any and all rights or benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent that they may lawfully waive such rights or Benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, Plaintiffs and the Class Members acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to the Released Claims, but that it is their intention to fully, finally, and forever settle and Release all of the Released Claims known or unknown, suspected or unsuspected, that they have or may have against the Released Parties. In furtherance of such intention, the Release given by Plaintiffs and the Class Members to the Released Parties shall be and remain in effect as a full and complete Release notwithstanding the discovery or existence of any such additional different claims or facts. Each of the Parties expressly acknowledges that he/she/it has been advised by his/her/its attorney of the contents and effect of Section 1542, and with knowledge, each of the Parties expressly waive whatever Benefits he/she/it may have had pursuant to such section (or comparable or similar provisions under the laws

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of other states or jurisdictions). Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Settlement of which this Release is a part.

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

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

HOW TO RECEIVE A BENEFIT

12. How can I get a Benefit?

If you are a member of the Class and want to receive a Benefit under the Proposed Settlement, to collect your share of the Settlement, you must first register to obtain a Class Member ID at www.masterbrewsettlement.com. After registering you will receive an email with your Class Member ID. After receiving your Class Member ID, making a claim is easy and you have two options:

First, you can complete a Claim Form online between September 16, 2020 and January 14, 2021 with or without any Proof of Purchase; or

Second, simply print out the form from the Website, fill out the form and, if you have it, provide proof that you purchased KeVita Master Brew Kombucha, including but not limited to the following flavors: Blueberry Basil, Citrus, Dragonfruit Lemongrass, Exotic Greens, Ginger, Grapefruit, Lavender Melon, Mango Habanero, Pineapple Peach, Raspberry Lemon, Roots Beer, and Tart Cherry before September 16, 2021.

If you submit a Claim Form, whether electronically or by United States mail, you will be legally bound by the terms of the Settlement and will be unable to sue Defendants in a different case over the same legal claims that are included in this lawsuit.

Your Claim Form must be submitted electronically at www.masterbrewsettlement.com by no later than 11:59 p.m. Pacific Time on **January 14, 2021** or by mail postmarked no later than **January 14, 2021** and addressed to:

Brenner v KeVita Settlement
c/o Settlement Administrator
PO Box 41920
Philadelphia, PA 19101-1920

13. What is the Claim process?

The Settlement Administrator will review each Claim Form. If a Claim is deemed to be valid, you will receive payment for that Claim in accordance with the terms of the Proposed Settlement. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator, except if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information or proof, the Settlement Administrator shall send a Notice of Missing or Inaccurate Information explaining what information is missing or inaccurate. The Settlement Administrator shall notify the Class Member using the contact information provided in the Claim Form.

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Class Members shall have until the end of the Claim Period, or thirty (30) calendar days from when the Notice of Missing or Inaccurate Information was mailed, whichever is later, to reply to the Notice of Missing or Inaccurate Information and provide the required information.

If a Class Member fails to respond by the end of the Claim Period or within thirty (30) calendar days from when the Notice of Missing or Inaccurate Information was mailed, whichever is later, or the Settlement Administrator is unable to provide a Notice of Missing or Inaccurate Information as a result of the omitted information, the Settlement Administrator will reject such Claimant's Claim and will not be obligated to make any payment on such Claim.

The Settlement Administrator shall have thirty (30) days from the end of the Claim Period to exercise the right of rejection based on findings of fraud or duplication. A request for additional information shall not be considered a rejection. If a claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Class Member using the contact information provided in the Claim Form. Class Counsel and Defense Counsel shall be provided with copies of all such notifications to Class Members.

The Settlement Administrator's determination as to whether to approve or deny a claim shall be final and binding, except that, if any Claimant whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, the Claimant must, within fifteen (15) business days from receipt of the rejection, transmit to the Settlement Administrator by email or U.S. mail a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection, along with any supporting documentation, and requesting further review by the Settlement Administrator, in consultation with Class Counsel and Defense Counsel, of the denial of the claim. If Class Counsel and Defense Counsel cannot agree on a resolution of the Claimant's notice contesting the rejection, the disputed claim shall be presented to the Court or a referee appointed by the Court for summary and non-appealable resolution.

The Court will hold a Fairness Hearing on **January 20, 2021 at 8:20 a.m.** to decide whether or not to approve the Proposed Settlement. The Court must finally approve the Proposed Settlement before any payments can be made. The Court will grant approval only if it finds that the Proposed Settlement is fair, adequate, and reasonable.

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

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

14. What if I do nothing?

If you fall within the definition set forth in the response to Question 5 and you do nothing, you will not get any Benefit from the Proposed Settlement and you will be bound by the Court's decisions and the Proposed Settlement's "Release and Waiver of Claims" (see Question 10). You will give up (or "Release") all claims that have been made and all related claims that could have been made in this lawsuit (this means that you are agreeing to fully, finally and forever Release, relinquish, and discharge all Released Claims against the Released Parties, as set forth above in response to Question 10). To receive a Benefit, you must complete and submit a Claim Form on or before **January 14, 2021** (see Question 12).

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

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

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

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

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

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

1. Your full name and current address;
2. A clear statement that you wish to be excluded from the Class and that you understand you will not receive a Benefit under the Settlement;
3. The case name and case number (*Brenner v. KeVita, Inc.*, Case No. 56-2017-00502340-CU-VTA); and
4. Your original signature (you must personally sign the letter).

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

Your **EXCLUSION REQUEST** must be postmarked no later than **December 15, 2020**. Send your request to:

Brenner v KeVita Settlement
c/o Settlement Administrator
PO Box 41920
Philadelphia, PA 19101-1920

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

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

- You will not be eligible for Benefit under the Proposed Settlement;
- You will not be allowed to object to or contest the terms of the Proposed Settlement;
- You will not Release any claims against Defendant; and
- You will not be bound by any subsequent rulings entered in this case if the Proposed Settlement is finally approved.

QUESTIONS? VISIT www.masterbrewsettlement.com, OR CALL 844-702-2784 TOLL FREE

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

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

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

As part of this Proposed Settlement, the Court has preliminarily stopped all Class Members (who do not timely exclude themselves from the Class) and/or their representatives from filing, participating in, or continuing litigation against Defendant (or against any of their related Parties or affiliates), and/or from receiving any Benefits from any other lawsuit relating to the claims being resolved in this case.

Upon final approval of the Proposed Settlement, Plaintiffs and Defendant will ask the Court to enter a permanent ruling forbidding all Class Members and/or their representatives from engaging in the activities described in this response. All Class Members will be bound by this ruling.

OBJECTING TO THE SETTLEMENT

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

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

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

To object, you must **file** a timely, written objection with the Court in accordance with the Court's procedures for accepting filings, including electronically, send (or "serve") the written objection by U.S. mail or email to the Settlement Administrator, **and** send by U.S. mail or email a copy to Class Counsel and Defense Counsel postmarked/time-stamped no later than **December 30, 2020**. Members of the Class who fail to file and serve timely written objections as described here and in the Proposed Settlement shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Proposed Settlement.

Your written objection must include:

- (1) your full name;
- (2) your current address;
- (3) a written statement of your objection(s) to the Proposed Settlement and the reasons for each objection;
- (4) a statement of whether you intend to appear at the Fairness Hearing;
- (5) your signature;
- (6) the case name and case number: *Brenner v. KeVita, Inc.*, Case No. 56-2017-00502340-CU-VTA; and
- (7) a detailed list of any other objections submitted by you or your counsel to any Class Actions in any Court, whether state or otherwise, in the United States in the previous five (5) years. If you or your counsel has not objected to any other Class Action Settlement in any Court in the United States in the previous five (5) years, you shall affirmatively so state.

QUESTIONS? VISIT www.masterbrewsettlement.com, OR CALL 844-702-2784 TOLL FREE

If you choose to object, in order to be considered by the Court, your written objection(s) must be **filed with the Court and served by U.S. Mail or email on the Settlement Administrator, Class Counsel, and Defense Counsel no later than December 30, 2020**. Objections that are served on the Parties but not filed with the Court shall not be received or considered by the Court at the Fairness Hearing.

Objections must be served:

Upon Settlement Administrator at:

Brenner v KeVita Settlement
c/o Settlement Administrator
PO Box 41920
Philadelphia, PA 19101-1920
[E-mail: info@masterbrewsettlement.com](mailto:info@masterbrewsettlement.com)

Upon Class Counsel at:

Marcus Bradley
Kiley Grombacher
BRADLEY/GROMBACHER LLP
2815 Townsgate Road, Suite 130
Westlake Village, CA 91361
[E-mail: kgrombacher@bradleygrombacher.com](mailto:kgrombacher@bradleygrombacher.com)

Upon Defense Counsel at:

Daniel W. Nelson
Chantale Fiebig
GIBSON, DUNN & CRUTCHER LLP
1050 Connecticut Ave NW
Washington, DC 20036-5306
[E-mail: cfiebig@gibsondunn.com](mailto:cfiebig@gibsondunn.com)

If you file objections, but the Court approves the Proposed Settlement, you can still complete a Claim Form to be eligible for a Benefit under the Settlement, subject to the terms and conditions discussed in this Notice and in the Settlement, including the requirement that such claims be submitted before January 14, 2021.

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

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

THE LAWYERS REPRESENTING THE CLASS

20. Do I have a lawyer in this case?

The Court has appointed attorneys at the law firm of Bradley/Grombacher, LLP to represent you and the other Class Members in this lawsuit. The lawyers representing you and the Class Members are called "Class

QUESTIONS? VISIT www.masterbrewsettlement.com, OR CALL 844-702-2784 TOLL FREE

Counsel.” You will not be charged for these lawyers.

You may contact Class Counsel as follows:

Marcus Bradley
Kiley Grombacher
BRADLEY/GROMBACHER LLP
2815 Townsgate Road, Suite 130
Westlake Village, CA 91361
[E-mail: kgrombacher@bradleygrombacher.com](mailto:kgrombacher@bradleygrombacher.com)

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

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

21. How will the lawyers be paid?

Class Counsel have worked on this case since 2017 and have not been paid anything to date for their work on this case. Class Counsel will request Attorneys’ Fees and Expenses of no more than \$835,000. The Court has to approve any Attorneys’ Fees and Expenses awarded in this case.

Class Counsel will also ask the Court to approve Incentive Awards of no more than \$150,000 in total for the 19 named Plaintiffs (Emma Brenner, Jonathan Grindell, Adrienne Hirka, Addison Horine, Jessica Torres, Constance Coffin, Ray Glass, Harvey Sitnick, Cindy Prince, Kailee Cenis, Suzy Ramirez, Jason Miller, Todd Cook, Lauri Sincavage, Patrick DeCola, Misty Stemple, Travis Weaver, Rayona Young, and Michael Morelli) for their work on behalf of the Class. Any such payment to these individuals also must be approved by the Court.

Class Counsel’s motion(s) for Attorneys’ Fees and Expenses and Incentive Awards to the named Plaintiffs will be filed on or before **December 15, 2020**. The motion(s) will be posted on the Settlement Website at www.masterbrewsettlement.com.

THE COURT’S FAIRNESS HEARING

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

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

On **January 20, 2021**, at **8:20 a.m.** the Court will hold a Fairness Hearing at the Superior Court of California for the County of Ventura, before the Honorable Mark S. Borrell, in Department 40, 800 South Victoria Avenue, Ventura, California 93009.

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

QUESTIONS? VISIT www.masterbrewsettlement.com, OR CALL 844-702-2784 TOLL FREE

23. Do I have to come to the Fairness Hearing?

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

24. May I speak at the Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Fairness Hearing. You must include with your objection a statement of whether you wish to speak, or you may file a document called a “Notice of Intention to Appear” with the Court. If you or your attorney wants to appear and speak at the Fairness Hearing, you (or your attorney) must, in addition to filing a Notice of Intention to Appear at the Fairness Hearing with the Court, mail or email copies to the Settlement Administrator, Class Counsel, and Defense Counsel, whose addresses are listed above in Question 20. Your notice of intention to appear at the Fairness Hearing must be filed and received by the Court and mailed and/or emailed to the Settlement Administrator, Defense Counsel, and Class Counsel no later than **December 30, 2020**. Class Members wishing to appear without objecting may file a Notice of Appearance no later than **January 6, 2021**.

GETTING MORE INFORMATION

25. How can I get more information?

This Notice summarizes the Proposed Settlement. More details are in the Settlement Agreement, which is called the “Settlement.” For a complete, definitive statement of the Settlement terms, refer to the Settlement at www.masterbrewsettlement.com. You also may write with questions to the Settlement Administrator at Brenner v KeVita Settlement, c/o Settlement Administrator, PO Box 41920, Philadelphia, PA 19101-1920, call the toll-free number, 844-702-2784, or email questions [to info@masterbrewsettlement.com](mailto:info@masterbrewsettlement.com).

PLEASE DO NOT CALL THE COURT.

Dated: September 16, 2020

Clerk of the Superior Court of California, Ventura County

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