

EXHIBIT 1

STIPULATION OF CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Plaintiffs Wayne Catalano, Barbara Speaks, Karen Radford, Tomoko Nakanishi, Veronica Pereyra, Christy Deringer, Roberta Sinico, Edmond Dixon, and Robert Katen (individually, each may be referred to as a “Named Plaintiff” and collectively, “Named Plaintiffs” or “Class Representatives”) and Defendants Lyons Magnus, LLC and TRU Aseptics, LLC (individually, each may be referred to as a “Settling Defendant” and collectively, the “Defendants” or “Settling Defendants”). Named Plaintiffs and the Settling Defendants are sometimes referred to together herein as the “Parties,” or any Named Plaintiff or Settling Defendant may be referred to individually herein as a “Party.”

I. RECITALS

1.1. On July 28, 2022, Defendants announced the voluntary recall of 53 nutritional and beverage products manufactured at their plant in Beloit, Wisconsin from April 1, 2022 through mid-July due to the presence of, and potential for contamination with, *Cronobacter sakazakii*. On August 10, 2022, Defendants expanded the recall to include 26 additional products and increased the recall period to include most of the products manufactured at the Beloit facility since the fall of 2021. The recall notices advised that anyone who had a recalled product in his or her possession should dispose of it immediately or return it to the place of purchase for a refund.

1.2. On August 11, 2022, the *Catalano* class action was filed on behalf of “all consumers who purchased the Products anywhere in the United States during the Class Period,” in the United States District Court for the Southern District of New York. The *Catalano* Action alleged violations of New York General Business Law Section 349 and Section 350 and breach of express warranty claims. Similar class action lawsuits arising from the same recall were filed

in California, Illinois, Florida, North Carolina, and South Carolina (collectively with the *Catalono* action, the “Actions” or the “Litigation”) alleging violations of state consumer protection laws, breach of express and implied warranty, unjust enrichment, and negligent and/or fraudulent misrepresentation and omission claims. A list of the individual actions is attached as Exhibit D. On April 14, 2023, Named Plaintiffs in all of the Actions filed a consolidated class action complaint in the *Catalono* action, alleging violations of state consumer protection laws, breach of express and implied warranty, unjust enrichment, and negligent and/or fraudulent misrepresentation and omission claims (the “Litigation”).

1.3. In November and December of 2022, Defendants moved to dismiss the complaints in each of the Actions on the grounds that, among other things, plaintiffs lacked individual standing, plaintiffs failed to state a claim upon which relief could be granted, lack of privity of contract, failure to meet the Fed. R. Civ. P. 9(b) pleading standard, and failure to plead necessary elements of various state law claims.

1.4. In December of 2022, the Parties agreed to stay discovery and motion practice in all pending actions and engage in private mediation.

1.5. The Settlement was reached as a result of extensive arms-length negotiations between the parties and the counsel, facilitated by a mediation with a respected and experienced mediator, the Honorable Judge Steven Gold (Ret.) of JAMS, on March 14, 2023. Before and during these settlement discussions and mediation, the Parties had arms’-length exchange of sufficient information to permit Plaintiffs and their counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions. The Parties did not discuss Attorneys’ Fees or Attorneys’ Costs or any potential Service Award until they first agreed on the substantive terms of this settlement.

1.6. Defendants deny all of Plaintiffs' allegations and all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged against it, in the Actions.

1.7. The undersigned Parties agree, subject to approval by the Court, that the Litigation between Plaintiffs and Settlement Class Members, on the one hand, and Defendants, on the other hand, shall be fully and finally compromised, settled and released on the terms and conditions set forth in this Agreement.

1.8. Plaintiffs, as class representatives and their counsel, believe that the claims settled have merit, but they and their counsel recognize and acknowledge the risks, uncertainty and expense of continued proceedings necessary to prosecute the claims through trial and appeal.

1.9. Named Plaintiffs' Counsel have conducted a thorough investigation into the facts of the Actions, including formal and informal exchanges of information and review of data, documents, and records. Class Counsel are knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims in the Actions. Class Counsel have diligently pursued an investigation of the Class Members' claims against Defendants. Plaintiffs' Counsel has analyzed and evaluated the merits of all Parties' contentions and this settlement as it affects all Parties and the Settlement Class Members. Among the risks of continued litigation are the possibility that Plaintiffs will be unable to prove liability, damages, or entitlement to injunctive relief at trial on a classwide or individual basis. In addition to taking into account the uncertain outcome and risk of the litigation, Plaintiffs' Counsel considered the difficulties and delay inherent in such litigation.

1.10. Based on the documents and information provided by Defendants, and their own independent investigation, Class Counsel are of the opinion that this settlement with

Defendants for the consideration and on the terms set forth in this Stipulation of Class Action Settlement is fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues relating to legal issues which are currently unsettled.

1.11. Plaintiffs and Plaintiffs' Counsel, after taking into account the foregoing, along with the risks and costs of further litigation, are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Litigation and the prompt provision of effective relief to the Settlement Class are in the best interests of the Settlement Class Members. Defendants and Defendants' counsel agree that the settlement is fair, reasonable, and adequate.

1.12. Defendants deny all of the Named Plaintiffs' claims as to liability and damages both as to the Named Plaintiffs and to the Settlement Class, and do not waive, but rather expressly reserve, all rights to challenge such claims and allegations upon all legal, procedural, and factual grounds should this Settlement Agreement not be finalized. Defendants also deny that Plaintiff, the Settlement Class, or any member of the Settlement Class have suffered damage or harm by reason of any alleged conduct, statement, act, or omission of Defendants. Defendants further deny that the Litigation meets the requisites for certification as a class action under Rule 23 of the Federal Rules of Civil Procedure, except for purposes of settlement, or that the evidence is sufficient to support a finding of liability on any of Plaintiff's claims in the Litigation. However, Defendants consider it desirable to resolve the litigation pursuant to this Settlement Agreement in order to avoid any further burden, expense, business interruption, and inconvenience resulting from ongoing lawsuits and accordingly have determined that this Settlement Agreement is in Defendants' best interests.

1.13. The Parties enter into this Settlement Agreement on a conditional basis.

In the event the Court does not enter an Order Granting Final Approval, or in the event that such Order Granting Final Approval does not become final for any reason, or in the event that the Effective Date, as defined herein, does not occur, this Settlement Agreement will be deemed null and void *ab initio*, and will be of no force or effect, and will not be referred to or utilized for any purpose. Should the Court not issue Preliminary Approval and Final Approval, Defendants do not waive, and instead expressly reserves, all rights to defend this Litigation.

1.14. Defendants hereby consent, solely for the purposes of the settlement set forth herein, to the certification of the Settlement Class and appointment of Plaintiffs' Counsel as counsel for the Settlement Class and Plaintiffs as representatives of the Settlement Class; provided, however, that if this Agreement fails to receive Court approval or otherwise fails to be executed, including but not limited to, the judgment not becoming final as provided in this Agreement, then Defendants retain all rights they had immediately preceding the execution of this Agreement to object to the propriety of class certification in all other contexts and for all other purposes, and the Litigation will continue as if the Settlement Class had never been certified. The fact that Defendants conditionally consented herein to certification of the Settlement Class shall not be used against Defendants by any Party or non-party for any purpose in this Litigation or any other action, lawsuit, or proceeding of any kind whatsoever.

1.15. This Settlement Agreement reflects a compromise reached to end litigation, and shall in no event be construed as or be deemed an admission or concession by any Party of any wrongdoing or unlawful action alleged in the Actions or any other matter, or of any fault on the part of any Defendant, and all such allegations are expressly denied. The Settlement Agreement will not be deemed an admission or concession by any Party of the truth of any allegation or the validity of any purported claim or defenses in any of the pleadings or filings in

the Actions. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

1.16. The parties agree, subject to Final Judicial Approval as defined herein and compliance with the conditions set forth below, that the claims at issue are settled, compromised, and released and should be dismissed with prejudice.

1.17. The Parties stipulate and agree to the following terms of this Settlement Agreement with the intent that this Agreement fully and finally dispose of the Actions and the Released Claims as defined herein:

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and of the releases and dismissals of claims described below, the Parties agree to this Agreement, subject to Court approval, under the following terms and conditions:

II. DEFINITIONS

Capitalized terms in this Agreement shall be defined as follows:

2.1. The terms “**Agreement**,” “**Settlement Agreement**,” and “**Settlement**” mean the final, operative version of this fully executed Stipulation of Class Action Settlement, including all Exhibits thereto, which the Parties acknowledge sets forth all the material terms and conditions of the Settlement between them and which is subject to Court approval.

2.2. “**Attorneys’ Costs**” means any such funds as may be awarded by the Court consistent with the terms of this Agreement to reimburse Plaintiff’s Counsel for their costs and expenses, including but not limited to, any expenses of any co-counsel, local counsel, experts, consultants, or other individuals retained by, or who assisted Plaintiffs’ Counsel in connection with this Litigation and settlement, as described more particularly in Section V of this Agreement.

2.3. **“Attorneys’ Fees”** means such funds as may be awarded by the Court consistent with the terms of this Agreement to Plaintiffs’ Counsel for their past, present, and future work, efforts, and expenditures in connection with this Litigation and settlement,

2.4. **“Available Settlement Funds”** means that the Settlement Fund net of notice and administration costs, service awards, Attorneys’ Fees, and Attorneys’ Costs.

2.5. **“Claim Administrator”** means, subject to Court approval, _____, unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court.

2.6. **“Claim Filing Deadline”** means sixty (60) days prior to the initially scheduled hearing date on Final Approval.

2.7. **“Claim Form”** means a form in substantially the same form as Exhibit A hereto.

2.8. **“Claim Period”** means the period beginning on the Notice Date and continuing until the Claim Filing Deadline.

2.9. **“Class Period”** means the earliest date of manufacture of any Covered Product through the date of Preliminary Approval of the Settlement, inclusive.

2.10. **“Class Representatives”** and **“Named Plaintiffs”** means and refers to Wayne Catalano, Barbara Speaks, Karen Radford, Tomoko Nakanishi, Veronica Pereyra, Christy Deringer, Roberta Sinico, and Edmond Dixon.

2.11. **“Court”** means the United States District Court for the Southern District of New York.

2.12. **“Covered Products”** means any of the products specified on attached **Exhibit E**, which products were produced and/or distributed by Defendants.

2.13. .

2.14. “**Defense Counsel**” means Ross A. Wilson and Gary E. Becker of DINSMORE & SHOHL, LLP.

2.15. “**Effective Date**” means ten (10) days after the later of: (i) the expiration of the time for consumers to appeal the Final Approval with no appeal having been filed; or (ii) if such appeal is filed, the termination of such appeal, on terms that affirm the Final Approval or dismiss the appeal with no material modification to the Final Approval. As used in this paragraph, the phrase “termination of such appeal,” means the date upon which the relevant appellate court issues its remittitur. “

2.16. “**Excluded Persons**” are (1) the Honorable Judge Kenneth A. Karas and members of his immediate family; (2) Defendants; (3) any entity in which a Defendant has a controlling interest; (4) any of Defendants’ subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; and (5) any persons who timely exclude themselves from the Settlement Class.

2.17. “**Exclusion Deadline**” means sixty (60) days prior to the initially scheduled hearing date on Final Approval.

2.18. “**Final**” means that all of the events necessary for there to be an Effective Date have occurred, and the Settlement has become completely final and there is no further recourse by an appellate or objector who seeks to contest the Settlement.

2.19. “**Final Approval**” means issuance of an order granting final approval of this Agreement as binding upon the Parties; holding this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves as provided below; ordering that the settlement relief be provided as set forth in this Agreement; ordering the releases as set forth in Section VII, of this Agreement; entering judgment in this

case; and retaining continuing jurisdiction over the interpretation, implementation, and enforcement of the settlement.

2.20. “**Household**” means a single dwelling unit, no matter the number of natural persons residing therein.

2.21. “**Initial Settlement Administration Payment**” means an initial seventy-five thousand dollar (\$75,000.00) payment made to the Settlement Administrator by Defendants. This payment is separate from and in addition to Defendants’ obligation to fund the Settlement Fund.

2.22. “**Litigation**” means and refers to the Class Action lawsuits cited herein, as well as all prior lawsuits pending as of the date of the mediation that resulted in this Settlement Agreement. A list of those lawsuits is attached herein as **Exhibit D**.

2.23. “**Long Form Notice**” means the Court-approved form of notice to Settlement Class Members in substantially the same form as Exhibit B1.

2.24. “**Notice Date**” means thirty (30) days after the date of Preliminary Approval.

2.25. “**Notice Plan**” means the procedure for providing notice to the class, as set forth in Exhibit B.

2.26. “**Objection Deadline**” means sixty (60) days prior to the initially scheduled hearing date on Final Approval.

2.27. “**Online Advertisement**” means the Court-approved advertisement to Settlement Class Members in substantially the same form as Exhibit B3.

2.28. “**Parties**” means Plaintiffs and Defendants, collectively.

2.29. “**Party**” means any one of Plaintiff or Defendant.

2.30. “**Person(s)**” means any natural person or business entity.

2.31. “**Plaintiffs’ Counsel**” means The Sultzer Law Group, P.C., Levin, Sedran, & Berman LLP, Poulin Willey Anastopoulo, Bradley/Grombacher LLP, and Aylstock Witkin Kreis and Overholtz.

2.32. “**Preliminary Approval**” means issuance of an order, substantially in the form of Exhibit C, granting preliminary approval to this Agreement as within the range of possible Final Approval; approving Class Notice to the Settlement Class Members as described in Section VI below; and setting a hearing to consider Final Approval of the settlement and any objections thereto.

2.33. “**Proof of Purchase**” means an itemized retail sales receipt or other document or photo of product or retail store club or loyalty card record showing, at a minimum, the purchase of a Covered Product, the purchase price, and the date and place of the purchase.

2.34. “**Released Claims**” means the claims released as set forth in Section VII of this Agreement.

2.35. “**Released Parties**” means Defendants and each and all of their respective predecessors and successors in interest, former, present and future direct and indirect affiliates, subsidiaries, divisions, parents, owners, and affiliates, and each and all of their respective present and former officers, directors, shareholders, members, lenders, investors, partners, employees, agents, representatives, and all other persons or entities under common control with Defendants, suppliers, resellers, retailers, wholesalers, distributors, customers, all other persons or entities in the chain of distribution of the Covered Products, insurers, assigns,

servants, attorneys, assignees, heirs, and executors, whether specifically named and whether or not participating in the settlement by payment or otherwise.

2.36. “**Service Award**” means any award sought by application to and approval by the Court that is payable to the Class Representatives to compensate them for their efforts in bringing this Litigation and achieving the benefits of this settlement on behalf of the Settlement Class. The Service Award shall be in addition to the Individual Settlement Amount that the Named Plaintiffs shall receive as a Participating Class Members.

2.37. “**Settlement Benefit**” means the benefits provided to Settlement Class Members as set forth in this Agreement.

2.38. “**Settlement Class**” or “**Settlement Class Members**” means all natural persons who, between the earliest date of distribution of any Covered Product and the date of Preliminary Approval, purchased in the United States any Covered Product for personal, family or household use, and not resale.

2.39. “**Settlement Fund**” means a total payment by Defendants of Three Million Five Hundred Thousand Dollars (\$3,500,000.00), all-in, inclusive of all payments to Plaintiffs and members of the Settlement Class, Service Awards, costs for notice and administration, and court-awarded attorneys’ fees and expenses. Any notice and settlement administration costs over and above the Initial Settlement Administration Payment will be paid from the Settlement Fund. The Settlement Fund is non-reversionary.

2.40. “**Settlement Website**” means an internet website created and maintained by the Claim Administrator. The URL of the Settlement Website shall be provided in the Notice Plan.

2.41. “**Short Form Notice**” means the Court-approved forms of email notice to Settlement Class Members in substantially the same form as Exhibit B2.

2.42. “**Termination Date**” means the date that the Agreement is terminated as set forth in this Agreement.

2.43. “**Valid Claim**” means a claim submitted in compliance with this Agreement and determined to be valid by the Claim Administrator, and as further described in Section III of this Agreement.

III. SETTLEMENT BENEFITS AND CLAIMS ADMINISTRATION

3.1. The Claim Administrator shall establish an account for the Settlement Fund, which will be used to provide benefits to or on behalf of the Settlement Class. Defendants will contribute \$3,500,000 in cash to the Settlement Fund for payment of the following: (i) Valid Claim Forms for cash benefits submitted by Settlement Class Members pursuant to paragraph 3.8 below; (ii) the notice and other administrative costs actually incurred by the Claims Administrator, as described in paragraph 3.3(a) below; (iii) Attorneys’ Fees and Costs, as may be ordered by the Court and as described in paragraph 6.1 below, and (iv) any service award to the Class Representative, not to exceed \$500.00 per Class Representative, as may be ordered by the Court and as described in paragraph 6.2 below. In addition, Defendants will contribute an additional \$75,000 to be used to pay the first \$75,000 of notice and other administrative costs actually incurred by the Claims Administrator.

3.2. Defendants’ total financial commitment and obligation under this Settlement Agreement shall not exceed \$3,575,000.

3.3. Defendant shall make payments into the Settlement Fund in accordance with the following schedule:

- (a) Initial Settlement Notice and Administration Payment. Defendants shall make an initial seventy-five thousand dollar (\$75,000.00) payment made

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to the Settlement Administrator upon Preliminary Approval of the Settlement.

- (b) Notice and Other Administrative Costs. Amounts equal to the cost of publishing the Notice Plan and other administrative costs (as incurred), above and beyond the Initial Settlement Notice and Administration Payment, to be paid within thirty (30) days of when such amounts are invoiced to Defendants along with wire instructions and other required documentation and become due and owing. Defendants are not required to advance costs for claims validation or other claims processing related costs until such time such costs are actually incurred.
- (c) Attorneys' Fees and Costs and Service Awards. An amount equal to the Attorneys' Fees and Costs and service awards, to be paid as described at paragraph 6.6, below.
- (d) Payment of Valid Claims. An amount equal to the Available Settlement Funds, which shall be remitted to the Claims Administrator within ten (10) business days of the Effective Date.

3.4. In consideration for the complete and final settlement of the Litigation, the Released Claims, and other promises and covenants set forth in this Agreement, and subject to the other terms and conditions thereof, Defendants agree to pay to Settlement Class Members the monetary relief as set forth below:

- (a) Settlement Class Members who submit a Valid Claim Form with Proof of Purchase of a Covered Product shall receive the full purchase price for each unit of Covered Product listed on the Proof of Purchase, inclusive of all taxes.

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- (b) Settlement Class Members who submit a Valid Claim Form without Proof of Purchase of a Covered Product shall receive up to the average retail price for up to two (2) Covered Products claimed per household plus a 10% allowance for sales tax, as such price is determined in good faith by the Defendants and provided to the Claim Administrator.
- (c) If a Settlement Class Member submitted a refund claim in the Recall, the amount of that Settlement Class Member's payment shall be reduced by the amount each Settlement Class Member has received or shall receive from the Recall (provided that the payment shall not be reduced below \$0.00).

3.5. Each Settlement Class Members' payment shall be increased or decreased on a *pro rata* basis such that the total amount paid to all Settlement Class Members equals the Available Settlement Funds.

3.6. Subject to the rights and limitations set forth in this Agreement, every Settlement Class Member shall have the right to submit a claim for Settlement Benefits. A claim shall be a Valid Claim only if submitted on the Claim Form pursuant to, and in compliance with, the procedures set forth herein. Submission of a claim, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on any Party, any Settlement Class Member, or any other Person, except as expressly provided herein.

3.7. At the election of the Settlement Class Member, Claim Forms may be submitted in paper via first class mail or online at the Settlement Website. Claim Forms must be postmarked or submitted online no later than the Claim Filing Deadline. Claim Forms postmarked or submitted online after that date will not be Valid Claims. The Settlement Administrator may track Claim Forms with unique security identifiers or control numbers. For

Claim Forms that are submitted online, the Class Member shall have the opportunity to upload Proof of Purchase image files (e.g. jpg, tif, pdf) prior to submitting the claim, and to print a page immediately after the Claim Form has been submitted showing the information entered, the names of image files uploaded, and the date and time the Claim Form was submitted.

3.8. On the Claim Form, the Settlement Class Member, or a Person with authority to sign and bind the Settlement Class Member, must provide and certify the truth and accuracy of the following information under penalty of perjury, including by signing the Claim Form physically or by e-signature, or the claim will not be considered a Valid Claim by the Claim Administrator:

- (a) The Settlement Class Member's name and mailing address;
- (b) The Settlement Class Member's email address (unless the Settlement Class Member requests a claim form by mail, in which case an email address is optional);
- (c) Which Covered Products were purchased during the Class Period;
- (d) The number of Covered Products purchased during the Class Period and the approximate dates of purchase;
- (e) That the claimed purchases were not made for purposes of resale;
- (f) That the Settlement Class Member and/or his or her Household has not previously received a refund of the claimed purchases, unless that refund was the result of a claim submitted pursuant to the notice provided in the recall.

3.9. Defendants shall provide to the Claim Administrator, no more than thirty (30) days following the conclusion of the Recall a database of all refund payments made

through the Recall of which they are aware to permit the calculations required by this Agreement.

3.10. The Claim Administrator shall be responsible for, among other things, providing notice as set forth in the Notice Plan, processing Claim Forms and administering the Settlement Website and Toll-free phone number, exclusion process, and Settlement Benefit claims process described herein (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion from the Settlement Class). The Claim Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only Valid Claims. The Claim Administrator and Parties shall have the right to audit claims, and the Claim Administrator may request additional information from Claimants. If any fraud is detected or reasonably suspected, the Claim Administrator and Parties can require further information from the Settlement Class Member (including by cross-examination) or deny claims, subject to the supervision of the Parties and ultimate oversight by the Court.

3.11. Prior to the hearing on Final Approval and in accordance with the Courts' regular notice requirements, the Claim Administrator shall provide, in addition to the certification to the Court required under this Agreement, a declaration to the Court regarding the number and dollar amount of claims received to date.

3.12. The determination of validity of claims shall occur prior to the Claim Administrator filing the declaration described in Section 3.11. The Claim Administrator shall approve or deny all claims, and its decision shall be final and binding, except that Plaintiffs' Counsel and Defendants shall have the right to audit claims and to challenge the Claim Administrator's decision by motion to the Court. Plaintiffs' Counsel's or Defendants' choice not to audit the validity of any one or more Claim Forms shall not constitute or be construed as

a waiver or relinquishment of any audit or other rights as to any other Claim Forms, individually or as a group, and similarly shall not be construed as a waiver or relinquishment by the Party as to any of its audit and other rights under this Agreement. No Person shall have any claim against Plaintiffs, Defendants, Plaintiffs' Counsel, Defendants' counsel or the Claim Administrator based on any determination of a Valid Claim, distributions or awards made in accordance with this Agreement and the Exhibits hereto. Neither Plaintiffs nor Defendants, nor their counsel, shall have any liability whatsoever for any act or omission of the Claim Administrator.

3.13. Within thirty (30) days after the Effective Date, the Claim Administrator shall notify by email all Settlement Class Members whose claims are denied the reason(s) for denial, using the email address (if any) provided by the Settlement Class Member on the Claim Form. If no email address is provided by the Settlement Class Member on the Claim Form, the Claim Administrator shall not have an obligation to provide the Settlement Class Member any notification of the denial of the claim or the reasons for denial.

3.14. Valid Claims shall be paid by an electronic deposit through Venmo, ACH, virtual prepaid card, or Zelle, with paper check available upon request, to the Settlement Class Member within sixty (60) days after the Effective Date.

3.15. All settlement checks shall be void and no longer negotiable one hundred twenty (120) day after the date the check was issued. If a settlement check is not negotiated, the Settlement Class Member shall not be entitled to any further payment under this Agreement. If the check is returned as undeliverable, the Claim Administrator shall send an email to the claimant, if one was provided with the claim, to attempt to obtain a better address, and if obtained, shall mail the check to the new address. The return or failure to cash checks shall have no effect on a Settlement Class Member's release of claims, obligations, representations, or

warranties as provided herein, which shall remain in full effect. Upon court approval, funds from uncashed checks shall be awarded *cy pres* to the Impact Fund.

3.16. No deductions for taxes will be taken from any Settlement Benefit at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Settlement Benefits. All Settlement Benefit payments shall be deemed to be paid solely in the year in which such payments are actually issued. Counsel and the Parties do not purport to provide legal advice on tax matters to each other or Settlement Class Members. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue, such advice is not intended or written to be used, and cannot be used, by any Person or Business for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

3.17. The Settlement Administrator shall retain all records relating to payment of claims under the Agreement for a period of five (5) years from the Effective Date. Those records shall be maintained in accordance with this Agreement as "Confidential – Attorneys' and Settlement Administrator's Eyes Only."

3.18. The first seventy-five thousand dollars (\$75,000) of fees and expenses incurred by the Claim Administrator in providing notice, administering claims and performing the other tasks set forth in this Agreement shall be paid by the Initial Settlement Notice and Administration Payment. All fees and expenses incurred by the Claim Administrator in administering claims and performing the other tasks set forth in this Agreement above and beyond the Initial Settlement Administration Payment shall be paid from the Settlement Fund.

3.19. Defendants, the Released Parties, and Defendants' counsel shall have no responsibility for, interest in, or liability with respect to (i) any act, omission, or determination by Plaintiffs' Counsel, the Settlement Administrator, or their respective designees or agents in

connection with the administration of the Settlement Fund; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of payments from the Gross Settlement Fund to Participating Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (v) any losses suffered by, or fluctuations in value of, the Settlement Fund.

IV. NOTICE

4.1. Prior to the Notice Date, the Claim Administrator shall establish the Settlement Website, which shall contain the Long Form Notice in both downloadable PDF format and HTML format with a clickable table of contents; answers to frequently asked questions; a Contact Information page that includes the address for the Claim Administrator and addresses and telephone numbers for Plaintiffs' Counsel; the consolidated class action Complaint; the Agreement; the signed order of Preliminary Approval; a downloadable and online version of the Claim Form; a downloadable and online version of the form by which Settlement Class Members may exclude themselves from the Settlement Class; and (when it becomes available) Plaintiffs' application for Attorneys' Fees and Costs and/or an application for incentive awards.

4.2. The Settlement Website shall remain accessible until one hundred eighty (180) days after all Settlement Benefits are distributed.

4.3. Notice shall be provided as provided in the Notice Plan.

4.4. The Parties shall supervise the Claim Administrator in the performance of the notice functions set forth in this Section IV.

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4.5. The Claim Administrator, at the direction of Defendants' counsel, shall comply with the notice requirements of 28 U.S.C. § 1715, within the timelines specified by 28 U.S.C. § 1715(b). The costs of such notice shall be paid from the Settlement Fund.

4.6. Prior to the hearing on Final Approval and in accordance with the Courts' regular notice requirements, Defendants and the Claim Administrator shall certify to the Court that they have complied with the notice requirements set forth herein.

V. ATTORNEYS' FEES, EXPENSES AND CLASS REPRESENTATIVE PAYMENT

5.1. Prior to the initially scheduled hearing on Final Approval and in accordance with the Courts' regular notice requirements, Plaintiffs' Counsel may apply to the Court for an award from the Settlement Fund provided by Defendants of their Attorneys' Fees in a total amount not to exceed one-third of the Settlement Fund. Plaintiffs' Counsel may additionally apply to the Court for reimbursement from the Settlement Fund of Attorneys' Costs for reasonable litigation expenses incurred in the prosecution of the Litigation.

5.2. Prior to the initially scheduled hearing on Final Approval and in accordance with the Courts' regular notice requirements, the Class Representatives may additionally apply to the Court for a service award from Defendants not to exceed \$500.00 each as compensation for (a) the time and effort undertaken in and risks of pursuing this Litigation, including the risk of liability for the Parties' costs of suit, and (b) the general release set forth in Section 7.2.

5.3. Any Attorneys' Fees, Attorneys' Costs and any service award awarded by the Court shall be paid from the Settlement Fund. In no event shall Defendants be obligated to pay to Plaintiffs, Plaintiffs' Counsel, the Claim Administrator or the Settlement Class any amount beyond the Settlement Fund.

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5.4. Plaintiffs' Counsel and the Class Representatives agree that the denial, downward modification, failure to grant the request for Attorneys' Fees and Attorneys' Costs or an Incentive Award, or the reversal or modification on appeal of any such awards, shall not constitute grounds for modification or termination of this Agreement.

5.5. Defendants shall be responsible for paying their own attorneys' fees and expenses.

5.6. The Attorneys' Fees and Attorney's Costs and incentive awards shall be paid to Plaintiffs' Counsel out of the Settlement Fund within fourteen (14) business days after the Court issues an order of Final Approval that includes an award of attorneys' fees and/or expenses to Plaintiffs' Counsel. If Final Approval or the award of Attorneys' Fees and Attorneys' Costs and/or incentive awards is later reversed on appeal then, within fourteen (14) business days of such order, Plaintiffs' Counsel shall repay to the Settlement Fund the amount received.

VI. CLASS SETTLEMENT PROCEDURES

6.1. Plaintiffs shall move for an order granting Preliminary Approval to this Agreement as within the range of possible Final Approval; conditionally certifying the Settlement Class for purposes of this Settlement only; approving Class Notice to the Settlement Class Members; and setting a hearing to consider Final Approval of the settlement and any objections thereto. Defendants shall have no obligation to make separate filings in support of the motion. Defendants shall appear at the hearing to confirm their agreement with the terms of the settlement as provided herein.

6.2. Prior to the hearing on Final Approval and in accordance with the Court's regular notice requirements, Plaintiffs shall move for entry of an order of Final Approval,

granting Final Approval of this settlement and holding this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves as provided below, and ordering that the settlement relief be provided as set forth in this Agreement, ordering the releases as set forth in Section VII, below, and entering judgment in this case. Defendants shall have no obligation to make separate filings in support of the motion. Defendants shall appear at the hearing to confirm their agreement with the terms of the settlement as provided herein.

6.3. The Long Form Notice and Short Form Notice shall advise prospective Settlement Class Members of their rights to forego the benefits of this settlement and pursue an individual claim; to object to this settlement individually or through counsel; and to appear at the final approval hearing.

6.4. If any Settlement Class Member wishes to object to the settlement, the Settlement Class Member must electronically file via the Court's ECF system, or deliver to the Clerk of the Court by mail, express mail, or personal delivery, a written notice of objection. To be timely, the objection must be *received by* the Clerk of the Court (not just postmarked or sent) prior the Objection Deadline. Each objection must include: (i) the case name _____, and case number, _____; (ii) the name, address and telephone number of the objector; (iii) the name, address, and telephone number of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason if the objection is successful, and all legal factual support for the right to such compensation; (iv) any and all agreements that relate to the objection or the process of objection between the objector and any other person (including its counsel); (iv) documents or testimony sufficient to establish membership in the Settlement Class; (v) a detailed statement of any objection asserted, including the grounds therefor; (vi)

whether the objector is, and any reasons for, requesting the opportunity to appear and be heard at the final approval hearing; (vii) the identity of all counsel (if any) representing the objector who will appear at the final approval hearing and, if applicable, a list of all persons who will be called to testify in support of the objection; (viii) copies of any papers, briefs, declarations, affidavits, or other documents upon which the objection is based; (ix) a detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and (x) the objector's signature, in addition to the signature of the objector's attorney (if any) –an attorney's signature alone shall not be deemed sufficient to satisfy this requirement. Failure to include documents or testimony sufficient to establish membership in the Settlement Class shall be grounds for overruling and/or striking the objection on grounds that the objector lacks standing to make the objection. Failure to include any of the information or documentation set forth in this paragraph also shall be grounds for overruling an objection.

6.5. If any Settlement Class Member wishes to be excluded from this settlement and Litigation, the Settlement Class Member may do so by completing the online exclusion form at the Settlement Website; downloading and submitting to the Claim Administrator a completed exclusion form; or submitting a valid request to exclude themselves, as described in the Notice, to the Claim Administrator. Requests to exclude must be postmarked or submitted online by the Exclusion Deadline or they shall not be valid. For exclusion requests that are submitted online, the Class Member shall have the opportunity to print a page immediately after submission showing the information entered and the date and time the request for exclusion was submitted. Settlement Class Members who elect to exclude themselves from this settlement and Litigation shall not be permitted to object to this settlement or to intervene.

Settlement Class Members shall be encouraged, but not required, to provide their email addresses in their requests for exclusion.

6.6. The proposed Preliminary Approval order and Long Form Notice will provide that any Settlement Class Members wishing to object or exclude themselves who fail to properly or timely file or serve any of the requested information and/or documents will be precluded from doing so.

6.7. If any objection is received by the Claim Administrator, the Claim Administrator shall promptly forward the objection and all supporting documentation to counsel for the Parties. Prior to the hearing on Final Approval and in accordance with the Courts' regular notice requirements, Plaintiffs' counsel shall file objections and supporting documentation with the Court. The failure of the Settlement Class Member to comply with the filing requirements of Section 6.5 shall be grounds for striking and/or overruling the objection, even if the objection is submitted to the Claim Administrator.

6.8. Not later than ten (10) days after the Exclusion Deadline, the Claims Administrator shall provide to Class Counsel and Counsel for Defendants a complete list of the names of the persons who, pursuant to the Long Form Notice, have excluded themselves from the Settlement Class in a valid and timely manner with copies of the exclusion requests. Plaintiffs' Counsel shall inform the Court of the number of persons who have timely and validly excluded themselves prior to the hearing on Final Approval and in accordance with the Courts' regular notice requirements.

6.9. If a Settlement Class Member submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected. A Settlement Class Member who objects to the settlement may also submit a Claim Form on or

before the Claim Filing Deadline, which shall be processed in the same way as all other Claim Forms. A Settlement Class Member shall not be entitled to an extension to the Claim Filing Deadline merely because the Settlement Class Member has also submitted an objection.

6.10. This Agreement was entered into only for purposes of settlement. In the event that Preliminary or Final Approval of this settlement and this Agreement does not occur for any reason, or if Final Approval is reversed on appeal, or the Agreement is terminated, then no term or condition of this Agreement, or any draft thereof, or discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the Litigation, or in any other proceeding (unless Plaintiffs' Counsel and Defendants mutually agree in writing to proceed with this Agreement); the Amended Complaint shall be deemed automatically withdrawn; and the Litigation shall continue as if the settlement had not occurred, except as set forth in Section 8.15 of this Agreement. The Parties agree that all drafts, discussions, negotiations, documentation or other information prepared in relation to this Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order, be disclosed to any Person other than the Parties' counsel, and only for purposes of the Litigation.

VII. RELEASES

7.1. The obligations incurred by Defendants pursuant to this Agreement shall be a full and final disposition and settlement of all claims, actions, suits, obligations, debts, demands, rights, causes of action, liabilities, controversies, costs, expenses, and attorneys' fees, known or unknown, which actually were, or could have been, asserted in the Litigation against it, whether individual, class, representative, legal, equitable, administrative, direct or indirect, or

any other type or in any other capacity, all of which shall be finally and irrevocably compromised, settled, released, and discharged with prejudice.

7.2. Releases. Upon the Effective Date:

(a) Settlement Class Members shall release and forever discharge the Released Parties from and shall be forever barred from instituting, maintaining, or prosecuting any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, related solely to economic harm related to their purchase of the Covered Products, whether legal or equitable or otherwise, known or unknown, accrued or to accrue, vested or contingent, liquidated or otherwise, whether contractual, statutory, based in common law or in equity, of whatever kind or nature, or for contribution, indemnity, apportionment of fault, or otherwise that actually were, or could have been, asserted in the Litigation, whether based upon any violation of any state or federal statute or common law or regulation or otherwise (“Claims”), or arise directly or indirectly out of, or in any way relate to: (i) the allegations, claims, or contentions for economic injury that were, or could have been, asserted in the Litigation, including but not limited to allegations, claims, or contentions related in any way to the manufacture, testing, labeling, marketing, sales, advertising, and use of the Covered Products with respect to to the potential for *Cronobacter sakazakii*, *clostridium botulinum*, or any other bacteria or contaminant in the Covered Products ; and (ii) any alleged acts, omissions, or misrepresentations related in any way to the potential for *Cronobacter sakazakii*, *clostridium botulinum*, or any other bacteria or contaminant in the Covered Products; except that claims for bodily injury are excluded from the Released Claims.

(b) Named Plaintiffs expressly release any and all claims raised in their respective Complaints and further represent that they do not have any other Claims as to

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any Released Parties' products or services that were or could have been asserted in the current action and expressly release of any and all future claims arising from same.

(c) Named Plaintiffs, Settlement Class Members, and Defendants expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. Named Plaintiffs, Settlement Class Members, and Defendants explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Named Plaintiffs and Defendants with the knowledge of the possibility of such unknown claims, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Named Plaintiffs, Settlement Class Members, and Defendants expressly waive all provisions, rights and benefits of California Civil Code section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). **Section 1542 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.”

(d) Each and every term of this Section shall be binding upon, and inure to the benefit of Named Plaintiffs, Settlement Class Members and the Released Parties, and any of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, owners, successors, predecessors-in-interest, and assigns, which persons are intended to be beneficiaries of this Section.

7.3. None of the above releases include releases of causes of action to enforce the terms of the settlement.

7.4. This Agreement reflects, among other things, the compromise and settlement of disputed claims among the Parties hereto, and neither this Agreement nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this Agreement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, or defense, or of any point of fact or law (including but not limited to matters respecting class certification) on the part of any Party. Defendants expressly deny the allegations of the complaints in the Litigation. Neither this Agreement, nor the fact of settlement, nor the settlement proceedings, nor settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by the Released Parties, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate, interpret, or enforce this Agreement. The Released Parties may file the Agreement and/or the Final Approval order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

7.5. Named Plaintiffs and the Class Members covenant and agree: (a) not to assert any of the Released Claims in any action or proceeding and not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action or proceeding based on any of the Released Claims against any of the Released Parties; (b) not to organize or solicit the participation of Class Members in a separate class for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or

proceeding) based on or relating to any of the Released Claims or the facts and circumstances relating thereto against the Released Parties; and (c) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

VIII. ADDITIONAL PROVISIONS

8.1. Subject to the limitations expressed herein, the Parties' counsel shall use their best efforts to cause the Court to give Preliminary Approval to this Agreement and settlement as promptly as practicable, to take all steps contemplated by this Agreement to effectuate the settlement on the stated terms and conditions, to cooperate in addressing any objections, and to obtain Final Approval of this Agreement. The Parties and Counsel shall not encourage anyone directly or indirectly to opt out or object. The Class Representatives shall not opt out or object. If the Court requires changes to the Agreement as a prerequisite to Preliminary Approval or Final Approval, the Parties shall negotiate in good faith regarding such changes.

8.2. To avoid contradictory, incomplete or confusing information about the settlement during the Claim Period, the Parties agree that if they make any written press releases or statements to the media about the settlement before the conclusion of the Claim Period, such releases or statements will be approved by the Parties in advance and, where desired by the other Party, made jointly. Parties further agree that before the entry of the Order Granting Final Approval, if any print or electronic media outlet contacts any Party or its counsel seeking information or a statement regarding the Settlement, unless a response is agreed on by all Parties, no information will be provided in response to such inquiries. For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement or from making any disclosures required by law.

8.3. Named Plaintiffs, Class Members, and Plaintiffs' Counsel shall make no statements, including statements to the press or any other public statements, that disparage Defendants, any Released Party, or any of the Covered Products, or accuse Defendants or any Released Party of any wrongdoing regarding this Settlement or Litigation or the subject matter thereof.

8.4. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Plaintiffs' Counsel and Defendants' Counsel, without notice to Settlement Class Members except that the Claim Administrator shall ensure that such dates are posted on the Settlement Website.

8.5. Except for changes to the time periods as set forth in the prior paragraph, all other terms and limitations set forth in this Agreement and in the documents referred to or incorporated herein (including but not limited to the Long Form Notice, Short Form Notice, Online Advertisement and the Claim Form) shall be deemed material to the Parties' agreement, and in the event any such other term is altered or amended by the Court (including if the Court refuses to certify the Settlement Class and/or modifies the definition of the class), or any other court, or if any federal or state authority objects to or requires modifications to the Agreement, any Party whose rights or obligations are affected by the alteration or amendment may terminate this Agreement upon written notice to the other Party. The termination of the Agreement shall be deemed effective five (5) days after the provision of notice pursuant to this paragraph, or at any later date agreed in writing by the Parties ("Termination Date").

8.6. All time periods set forth herein shall be computed in calendar days unless otherwise specified. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday or court holiday, that act may be performed on the next

business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

8.7. The Class Members will be deemed by operation of the Order Granting Final Approval to represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, cause of action, or rights herein released and discharged. Any Party that breaches the representations and warranties set forth in this Section shall indemnify and hold harmless the other Party, its parents, subsidiaries, and affiliates, and their respective owners, agents, attorneys, successors, heirs, assigns, administrators, officers, directors, employees, and all other persons acting in concert with them from any and every claim or demand of every kind or character arising out of a breach of any such breaching Party of its representations and warranties in this Section.

8.8. This Agreement is intended to and shall be governed by the laws of the State of New York, without regard to conflicts of law principles.

8.9. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties hereto relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms as between the Parties hereto, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial proceeding, if any, involving this Agreement. Any amendment or modification of the Agreement must be in writing signed by each of the Parties and their counsel.

8.10. The determination of the terms of, and the drafting of, this Agreement have been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto and their counsel. The presumption found in California Civil Code section 1654, and any comparable statutes, that uncertainties in a contract are interpreted against the party causing an uncertainty to exist is hereby waived by all Parties.

8.11. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Parties hereto.

8.12. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by any Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

8.13. Except as otherwise provided herein, each Party shall bear its own legal and other costs incurred in connection with the Released Claims, including the preparation and performance of this Agreement.

8.14. This Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Agreement in counterparts and/or by fax or electronic mail, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

8.15. Captions and section numbers herein are inserted merely for the reader's convenience, and in no way define, limit, construe, or otherwise describe the scope or intent of the provisions of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the captions and section numbers shall be disregarded.

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8.16. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

8.17. The Court shall retain jurisdiction to enforce, interpret, and implement this Agreement. All Parties hereto submit to the jurisdiction of the Court for these purposes.

8.18. Plaintiffs hereby agree not to request to exclude themselves from the Settlement Class. Any such request shall be void and of no force or effect.

8.19. All notices to the Parties or counsel required by this Agreement, shall be made in writing and communicated by mail and fax or email to the following addresses:

If to Plaintiffs or Plaintiffs' Counsel:

Jason P. Sultzer
The Sultzer Law Group, P.C.
85 Civic Center Plaza,
Suite 200
Poughkeepsie, NY 12601
Telephone: (845) 483-7100
Email: sultzerj@thesultzerlawgroup.com

Charles E. Schaffer
Levin Sedrin & Berman
510 Walnut Street, Suite 500
Philadelphia, Pa. 19106
Telephone: (215) 592-1500
Email: cschaffer@lfsblaw.com

Paul Doolittle
Poulin Willey Anastapoulo
32 Ann St,
Charleston, SC 29403
Telephone: (800) 313-2546
Email: pauld@akimlawfirm.com

Kiley Grombacher
Bradley/Grombacher LLP
31354 Oak Crest Dr., Suite 240
Westlake Village, CA 91361
Telephone: (805) 270-7100

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Email: kgrombacher@bradleygrombacher.com

Bryan Aylstock
Aylstock, Witkin, Kreis, Overholtz
17 E Main St #200,
Pensacola, FL 32502
Telephone: (850) 202-1010
E-Mail: baylstock@awkolaw.com

If to Defendants:

Craig Bergstrom
Lyons Magnus
3158 East Hamilton Avenue
Fresno, California 93702
Telephone: (559) 268-5966
Email: craig.bergstrom@lyonsmagnus.cim

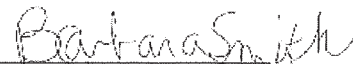
with a copy to
Gary E. Becker
Dinsmore & Shohl LLP
255 East Fifth Street Suite 1900
Cincinnati, Ohio 45202
Telephone: (513) 977-8179
gary.becker@dinsmore.com

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the last date it is executed by all of the undersigned.

Dated: 6/2/2023


Wayne Catalano
Plaintiff


Dated: 05/31/2023


Barbara Speaks
Plaintiff

Dated: _____

Karen Radford
Plaintiff

Dated: 06/02/2023


Tomoko Nakanishi

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Email: kgrombacher@bradleygrombacher.com

Bryan Aylstock
Aylstock, Witkin, Kreis, Overholtz
17 E Main St #200,
Pensacola, FL 32502
Telephone: (850) 202-1010
E-Mail: baylstock@awkolaw.com

If to Defendants:

Craig Bergstrom
Lyons Magnus
3158 East Hamilton Avenue
Fresno, California 93702
Telephone: (559) 268-5966
Email: craig.bergstrom@lyonsmagnus.cim

with a copy to
Gary E. Becker
Dinsmore & Shohl LLP
255 East Fifth Street Suite 1900
Cincinnati, Ohio 45202
Telephone: (513) 977-8179
gary.becker@dinsmore.com

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the last date it is executed by all of the undersigned.

Dated: _____

Wayne Catalano
Plaintiff

Dated: _____

Barbara Speaks

Plaintiff
Designed by:

Dated: 6/2/2023

Karen Radford

43D900F0000B470...

Karen Radford
Plaintiff


Dated: _____

Tomoko Nakanishi

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Dated: 06/01/2023

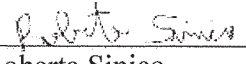
Plaintiff


Veronica Pereyra
Plaintiff

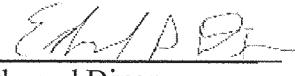
Dated: 05-31-2023


Christy Deringer
Plaintiff

Dated: 06/01/2023


Roberta Sinico
Plaintiff

Dated: 06/01/2023


Edmond Dixon
Plaintiff

Dated: 6/02/2023


THE SULTZER LAW GROUP P.C.
Jason P. Sultzer
85 Civic Center Plaza, Suite 200
Poughkeepsie, NY 12601
Tel: (845) 483-7100
E-Mail: sultzerj@thesultzerlawgroup.com

Dated: 06/08/2023


LEVIN SEDRAN & BERMAN
Charles E. Schaffer, Esq.
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Tel: 215-592-1500
E-Mail: cschaffer@lfsblaw.com

Dated: _____

POULIN WILLEY ANASTAPOULO
Paul Doolittle
32 Ann St,
Charleston, SC 29403
Telephone: (800) 313-2546
Email: pauld@akimlawfirm.com

Dated: _____

BRADLEY/GROMBACHER LLP
Kiley Grombacher
31354 Oak Crest Dr., Suite 240

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Plaintiff

Dated: _____

Veronica Pereyra
Plaintiff

Dated: _____

Christy Deringer
Plaintiff

Dated: _____

Roberta Sinico
Plaintiff

Dated: _____

Edmond Dixon
Plaintiff

Dated: _____

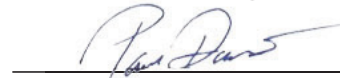
THE SULTZER LAW GROUP P.C.
Jason P. Sultzer
85 Civic Center Plaza, Suite 200
Poughkeepsie, NY 12601
Tel: (845) 483-7100
E-Mail: sultzerj@thesultzerlawgroup.com

Dated: 06/08/2023




LEVIN SEDRAN & BERMAN
Charles E. Schaffer, Esq.
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Tel: 215-592-1500
E-Mail: cschaffer@lfsblaw.com

Dated: 06/05/2023



POULIN WILLEY ANASTAPOULO
Paul Doolittle
32 Ann St,
Charleston, SC 29403
Telephone: (800) 313-2546
Email: pauld@akimlawfirm.com

Dated: 6/2/23



BRADLEY/GROMBACHER LLP
Kiley Grombacher
31354 Oak Crest Dr., Suite 240

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Westlake Village, CA 91361

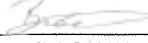
Telephone: (805) 270-7100

Email:

kgrombacher@bradleygrombacher.com

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Dated: 6/8/2023


AYLSTOCK, WITKIN, KREIS,
OVERHOLTZ
Bryan Aylstock
17 E Main St #200,
Pensacola, FL 32502
Telephone: (850) 202-1010
E-Mail: baylstock@awkolaw.com

*On behalf of Plaintiffs and the Settlement
Class*

Dated: _____

DINSMORE & SHOHL LLP
Ross A. Wilson
Gary E. Becker
255 East Fifth Street Suite 1900
Cincinnati, Ohio 45202
Tel: (513) 977-8200
E-Mail: ross.wilson@dinsmore.com
E-Mail: gary.becker@dinsmore.com

On behalf of Lyons Magnus, LLC and

TRU Aseptics, LLC

Dated: _____

Ross A. Wilson
Gary E. Becker
255 East Fifth Street Suite 1900
Cincinnati, Ohio 45202
Tel: (513) 977-8200
E-Mail: ross.wilson@dinsmore.com

E-Mail: gary.becker@dinsmore.com

*Attorneys for Lyons Magnus, LLC and TRU
Aseptics, LLC.*

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Dated: _____

AYLSTOCK, WITKIN, KREIS,
OVERHOLTZ
Bryan Aylstock
17 E Main St #200,
Pensacola, FL 32502
Telephone: (850) 202-1010
E-Mail: baylstock@awkolaw.com

*On behalf of Plaintiffs and the Settlement
Class*

Dated: 6/7/23

DINSMORE & SHOHL LLP
Ross A. Wilson
Gary E. Becker
255 East Fifth Street Suite 1900
Cincinnati, Ohio 45202
Tel: (513) 977-8200
E-Mail: ross.wilson@dinsmore.com
E-Mail: gary.becker@dinsmore.com

On behalf of Lyons Magnus, LLC and

TRU Aseptics, LLC

Dated: 6/7/23

Ross A. Wilson
Gary E. Becker
255 East Fifth Street Suite 1900
Cincinnati, Ohio 45202
Tel: (513) 977-8200
E-Mail: ross.wilson@dinsmore.com

E-Mail: gary.becker@dinsmore.com

*Attorneys for Lyons Magnus, LLC and TRU
Aseptics, LLC.*

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LIST OF EXHIBITS

Exhibit A: Claim Form

Exhibit B: Notice Plan

Exhibit B1: Long Form Notice

Exhibit B2: Short Form Notice

Exhibit B3: Online Advertisements

Exhibit C: Proposed Order of Preliminary Approval

Exhibit D: List of Individual Class Actions

Exhibit E: List of Covered Products (from USDA website)

EXHIBIT A

**Claim Forms must be
submitted online or
postmarked by:
[DEADLINE]**

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CATALANO V. LYONS MAGNUS LLC

CASE NO. 7:22-CV-06867

LML-CL

CLAIM FORM

CLAIM FORM INSTRUCTIONS

1. You may submit your Claim Form online at [WEBSITE URL] or by U.S. Mail to the following address: *Lyons Magnus Settlement*, c/o Claims Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Please make sure to include the completed and signed Claim Form and all supporting materials in one envelope.
2. You must complete the entire Claim Form. Please type or write your responses legibly.
3. Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.
4. If your Claim Form is incomplete or missing information, the Claims Administrator may contact you for additional information. If you do not respond, the Claims Administrator will be unable to process your claim, and you will waive your right to receive money under the Settlement.
5. If you have any questions, please contact the Claims Administrator by email at [EMAIL ADDRESS] or by mail at the address listed above.
6. **You must notify the Claims Administrator if your address changes. If you do not, you may not receive your payment.**
7. **DEADLINE -- Your claim must be submitted online by [DEADLINE DATE]. Claim Forms submitted by mail must be mailed to the Claims Administrator postmarked no later than [DEADLINE DATE].**

Claim Forms must be submitted online or postmarked by:
[DEADLINE]

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CATALANO V. LYONS MAGNUS LLC

CASE NO. 7:22-CV-06867

LML-CL

CLAIM FORM

I. YOUR CONTACT INFORMATION AND MAILING ADDRESS

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

II. PURCHASE INFORMATION

☐ **Check this box if you are enclosing proof of purchase¹ of a Covered Product².**

Provide the number of Covered Products for which you are providing proof of purchase:	
Provide the total dollar amount, including taxes, for the Covered Products for which you are provided proof of purchase:	

☐ **Check this box if you do not have proof of purchase of a Covered Product.**

If you do not have proof of purchase of a Covered Product, you may claim up to two (2) Covered Products per household by completing the information in the chart below:

Name of the Covered Product Purchased	Approximate Purchase Date (MM/YYYY)

¹ Proof of Purchase means an itemized retail sales receipt or other document or photo of product or retail store club or loyalty card record showing, at a minimum, the purchase of a Covered Product, the purchase price, and the date and place of the purchase.

² The complete list of Covered Products included in this Settlement is available at **SETTLEMENT WEBSITE**.

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SOUTHERN DISTRICT OF NEW YORK

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LML-CL

CLAIM FORM

III. PAYMENT SELECTION

Please select from **one** of the following payment options:

☐ **Prepaid Mastercard** – Enter the email address where you will receive the Prepaid Mastercard:

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____-____-____

☐ **Zelle** - Enter the email address or mobile number associated with your Zelle account:

☐ **Physical Check** - Payment will be mailed to the address provided above.

IV. SIGNATURE AND ATTESTATION UNDER PENALTY OF PERJURY

By signing below and submitting this Claim Form, I hereby swear under penalty of perjury that:

- I am the person identified above and that all the information provided in this Claim Form, including supporting documentation, is true and correct;
- That nobody has submitted another claim in connection with this Settlement on my behalf;
- The Covered Products I identified in Section II were not purchased for resale; and
- Neither myself, nor any member of my household has previously received a refund of the claimed purchases, unless that refund was the result of a claim submitted pursuant to the notice provided in the recall.

Your signature

Date: _____
MM DD YYYY

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Wayne Catalano, Karen Radford, Christy Deringer, Tomoko Nakanishi, Veronica Pereyra, Roberta Sinico, Barbara Speaks, and Edmond Dixon, individually on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Lyons Magnus, LLC and TRU Aseptics, LLC,

Defendants.

Case No. 7:22-cv-06867-KMK

**DECLARATION OF STEVEN WEISBROT, ESQ. OF ANGEION GROUP, LLC
RE: PROPOSED NOTICE PLAN**

I, Steven Weisbrot, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience, as described below.

3. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.

Declaration of Steven Weisbrot re: Proposed Notice Plan

4. I was certified as a professional in digital media sales by the Interactive Advertising Bureau (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George Washington Law School Best Practices Guide to Class Action Litigation.

5. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media, and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for the judiciary concerning notice procedures.

6. Prior to joining Angeion’s executive team, I was employed as Director of Class Action services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

7. My notice work comprises a wide range of class actions that include consumer product defect and false advertising matters, data breach, mass disasters, employment discrimination, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases.

8. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. Courts have repeatedly recognized my work in the design of class action notice programs. A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

9. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. The executive profiles as well as the company overview are available at https://www.angeiongroup.com/our_team.php.

10. As a class action administrator, Angeion has regularly been approved by both federal and

state courts throughout the United States and abroad to provide notice of class actions and claims processing services.

11. This declaration will describe the Notice Plan for the Class that, if approved by the Court, Angeion will implement in this matter, including the considerations that informed the development of the plan and why we believe it will provide due process to Settlement Class Members. In my professional opinion, the proposed Notice Plan described herein is the best practicable notice under the circumstances and fulfills all due process requirements, fully comporting with Fed. R. Civ. P. 23.

OVERVIEW OF THE NOTICE PLAN

12. The proposed Notice Plan provides for direct notice combined with a robust media campaign consisting of state-of-the-art targeted internet notice, social media notice, and search engine marketing. The Notice Plan further provides for the implementation of a dedicated settlement website and toll-free telephone line where Settlement Class Members can learn more about their rights and options pursuant to the terms of the Settlement.

13. As discussed in greater detail below, the media campaign component of the Notice Plan is designed to deliver an approximate 70.62% reach with an average frequency of 3.42 times. This number is calculated using objective syndicated advertising data relied upon by most advertising agencies and brand advertisers. It is further verified by sophisticated media software and calculation engines that cross reference which media is being purchased with the media habits of our specific Target Audience. What this means in practice is that 70.62% of our Target Audience will see a digital advertisement concerning the Settlement an average of 3.42 times each. The 70.62% reach is separate and apart from the direct notice efforts, dedicated website, and toll-free telephone line, which are difficult to measure in terms of reach percentage but will nonetheless provide awareness and further diffuse news of the Settlement to Class Members.

14. The Federal Judicial Center states that a publication notice plan that reaches 70% of class members is one that reaches a “high percentage” and is within the “norm.” Barbara J. Rothstein

& Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide for Judges,” at 27 (3d Ed. 2010).

DIRECT NOTICE

Email Notice

15. As part of the Notice Plan, Angeion will send direct email notice to Settlement Class Members who have valid email addresses included on the Class List. Angeion designs the email notice to avoid many common “red flags” that might otherwise cause an email recipient’s spam filter to block or identify the email notice as spam. For example, Angeion does not include attachments like the Long Form Notice to the email notice, because attachments are often interpreted by various Internet Service Providers (“ISP”) as spam.

16. Angeion also accounts for the real-world reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, Angeion, after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire) causes a second round of email noticing to continue to any email addresses that were previously identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive servers and optimizes delivery.

17. At the completion of the email campaign, Angeion will report to the Court concerning the rate of delivered emails accounting for any emails that are blocked at the ISP level. In short, the Court will possess a detailed, verified account of the success rate of the entire direct email notice campaign.

MEDIA NOTICE

Programmatic Display Advertising

18. Angeion will utilize a form of internet advertising known as Programmatic Display Advertising, which is the leading method of buying digital advertisements in the United States.¹

¹ Programmatic Display Advertising is a trusted method specifically utilized to reach defined target audiences. In

In laymen's terms, programmatic advertising is a method of advertising where an algorithm identifies and examines demographic profiles and uses advanced technology to place advertisements on the websites where members of the audience are most likely to visit (these websites are accessible on computers, mobile phones and tablets). The media notice outlined below is strategically designed to provide notice of the Settlement to these individuals by driving them to the dedicated website where they can learn more about the Settlement, including their rights and options.

19. To develop the media notice campaign and to verify its effectiveness, our media team analyzed data from 2022 comScore Multi-Platform/MRI Simmons USA Fusion² to profile the class and arrive at an appropriate Target Audience based on criteria pertinent to this Settlement. Specifically, the following syndicated research definition was used to profile potential Class Members:

- *Non-Dairy Cream Substitutes: Households: Used in last 6 months: Liquid or Frozen **OR** Meal/Dietary/Weight Loss Supplements: Total Users: Used in last 6 months: Liquid **OR** Fresh Milk: Households: Used in last 6 months: Organic **OR** Plant/Nut Milks (Almond, Coconut, Soy, Etc.): Households: Used in last 6 months: Oat Milk **OR** Ready To Drink Iced Coffee/Coffee Drinks: Households: Used in last 6 months: Total Category*
- AND**
- *I always check ingredients and nutritional content on the labels of products before I buy*

2023, programmatic digital display ad spending is expected to reach nearly 142 billion U.S. dollars. <https://www.insiderintelligence.com/chart/255070/us-programmatic-digital-display-ad-spending-2019-2023-billions-of-total-digital-display-ad-spending>

² GfK MediaMark Research and Intelligence LLC ("GfK MRI") provides demographic, brand preference and media-use habits, and captures in-depth information on consumer media choices, attitudes, and consumption of products and services in nearly 600 categories. comSCORE, Inc. ("comSCORE") is a leading cross-platform measurement and analytics company that precisely measures audiences, brands, and consumer behavior, capturing 1.9 trillion global interactions monthly. comSCORE's proprietary digital audience measurement methodology allows marketers to calculate audience reach in a manner not affected by variables such as cookie deletion and cookie blocking/rejection, allowing these audiences to be reach more effectively. comSCORE operates in more than 75 countries, including the United States, serving over 3,200 clients worldwide.

them- Agree Completely

20. Based on the target definition used, the size of the Target Audience for the media notice campaign is approximately 18,320,000 individuals. Digital media platforms provide numerous data segments dedicated to consumer package goods brands. We will rely heavily on that data to help us ensure we are reaching Lyons Magnus product purchasers.

21. It is important to note that the Target Audience is distinct from the class definition, as is commonplace in class action notice plans. Utilizing an overinclusive proxy audience maximizes the efficacy of the notice plan and is considered a best practice among media planners and class action notice experts alike. Using proxy audiences is also commonplace in both class action litigation and advertising generally³.

22. Additionally, the Target Audience is based on objective syndicated data, which is routinely used by advertising agencies and experts to understand the demographics, shopping habits and attitudes of the consumers that they are seeking to reach⁴. Using this form of objective data will allow the parties to report the reach and frequency to the Court, with the confidence that the reach percentage and the number of exposure opportunities complies with due process and exceeds the Federal Judicial Center's threshold as to reasonableness in notification programs. Virtually all professional advertising agencies and commercial media departments use objective syndicated data tools, like the ones described above, to quantify net reach. Sources like these guarantee that advertising placements can be measured against an objective basis and confirm that reporting statistics are not overstated. They are ubiquitous tools in a media planner's arsenal and are regularly accepted by courts in evaluating the efficacy of a media plan, or its component parts.

³ If the total population base (or number of class members) is unknown, it is accepted advertising and communication practice to use a proxy-media definition, which is based on accepted media research tools and methods that will allow the notice expert to establish that number. The percentage of the population reached by supporting media can then be established. Duke Law School, GUIDELINES AND BEST PRACTICES IMPLEMENTING 2018 AMENDMENTS TO RULE 23 CLASS ACTION SETTLEMENT PROVISIONS, at 56.

⁴ The notice plan should include an analysis of the makeup of the class. The target audience should be defined and quantified. This can be established through using a known group of customers, or it can be based on a proxy-media definition. Both methods have been accepted by the courts and, more generally, by the advertising industry, to determine a population base. *Id.* at 56.

Understanding the socio-economic characteristics, interests and practices of a target group aids in the proper selection of media to reach that target. Here, the Target Audience has been reported to have the following characteristics:

- 68.73% are ages 18-54, with a median age of 43.8 years old;
- 58.84% are female;
- 51.53% are married;
- 37.55% have children;
- 39.49% have received a bachelor's or post-graduate degree;
- 51.64% are currently employed full time;
- The average household income is \$90,700; and
- 86.01% have used social media in the last 30 days.

23. To identify the best vehicles to deliver messaging to the Target Audience, the media quintiles, which measure the degree to which an audience uses media relative to the general population were reviewed. Here, the objective syndicated data shows that members of the Target Audience spend an average of approximately 29.5 hours per week on the internet.

24. Given the strength of digital advertising, as well as our Target Audience's consistent internet use, we recommend utilizing a robust internet advertising campaign to reach Class Members. This media schedule will allow us to deliver an effective reach level and a vigorous frequency, which will provide due and proper notice to the Class.

25. Multiple targeting layers will be implemented into the programmatic campaign to help ensure delivery to the most appropriate users, inclusive of the following tactics:

- Look-a-like Modeling: This technique uses data methods to build a look-a-like audience against known Settlement Class Members.
- Predictive Targeting: This technique allows technology to "predict" which users will be served advertisement about the settlement.

- Site Retargeting: This technique is a targeting method used to reach potential Settlement Class Members who have already visited the dedicated case website while they browse other pages. This allows for sufficient exposure to an advertisement about the Settlement.
- Geotargeting: The campaign will be targeted nationwide. If sufficient data is available, the campaign will use a weighted delivery based on the geographic spread of the Target Audience throughout the country.

26. To combat the possibility of non-human viewership of digital advertisements and to verify effective unique placements, Angeion employs Oracle's BlueKai, Adobe's Audience Manager and/or Lotame, which are demand management platforms ("DMP"). DMPs allow Angeion to learn more about the online audiences that are being reached. Further, online ad verification and security providers such as Comscore Content Activation, DoubleVerify, Grapeshot, Peer39 and Moat will be deployed to provide a higher quality of service to ad performance.

Social Media Advertising

27. The social media campaign component of the proposed Notice Plan will utilize Facebook and Instagram, two of the leading social media platforms⁵ in the United States. The social media campaign uses an interest-based approach which focuses on the interests that users exhibit while on the social media platforms, capitalizing on the Target Audience's propensity to engage in social media (86.01% of the Target Audience have used social media in the last 30 days).

28. The social media campaign will utilize specific tactics to further qualify and deliver impressions to the Target Audience. We will use Facebook Marketing platform and its technology to serve ads on both Facebook and Instagram against the Target Audience. Look-a-like modeling allows the use of consumer characteristics to serve ads. Based on these characteristics, we can build different consumer profile segments to ensure the notice plan messaging is delivered to the proper audience. The social media ads will be targeted nationwide. If sufficient data is available,

⁵ In the United States in 2023, Facebook has a reported 243.58 million users, and Instagram has a reported 150.99 million users.

<https://www.statista.com/statistics/408971/number-of-us-facebook-users/>

<https://www.statista.com/statistics/293771/number-of-us-instagram-users>

the campaign will leverage a weighted delivery based on the geographic spread of the Target Audience throughout the country.

29. The social media campaign will engage with the Target Audience via a mix of news feed and story units to optimize performance via the Facebook and Instagram desktop sites, mobile sites, and mobile apps. Facebook image ads will appear natively in desktop newsfeeds (on Facebook.com) and mobile app newsfeeds (via the Facebook app or Facebook.com mobile site), and on desktops via right-column ads. Instagram Photo and Stories ads will appear on the desktop site (on Instagram.com) and mobile app feed (via the Instagram app or Instagram.com mobile site), and in users' story feeds.

Search Engine Marketing

30. The Notice Plan also includes a paid search campaign on Google to help drive Settlement Class Members who are actively searching for information about the Settlement to the dedicated Settlement Website. Paid search ads will complement the programmatic and social media campaigns, as search engines are frequently used to locate a specific website, rather than a person typing in the URL. Search terms would relate to not only the Settlement itself but also the subject-matter of the litigation. In other words, the paid search ads are driven by the individual user's search activity, such that if that individual searches for (or has recently searched for) the Settlement, litigation or other terms related to the Settlement, that individual could be served with an advertisement directing them to the Settlement Website.

SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT

31. The Notice Plan will also implement the creation of a case-specific website, where Settlement Class Members can easily view general information about this Settlement, review relevant Court documents, and view important dates and deadlines pertinent to the Settlement. The Settlement Website will be designed to be user-friendly and make it easy for Settlement Class Members to submit a claim form or submit an exclusion request online via the Settlement Website.

Settlement Class Members can also send an email with any additional questions to a dedicated email address.

32. The Settlement Website will be designed to meet Level AA conformance in the Web Content Accessibility Guidelines (“WCAG”).

33. A toll-free hotline devoted to this case will be implemented to further apprise Settlement Class Members of their rights and options pursuant to the terms of the Settlement. The toll-free hotline will utilize an interactive voice response (“IVR”) system to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week. Additionally, Settlement Class Members will be able to request a copy of the Notice or Claim Form via the toll-free hotline.

NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT OF 2005

34. Within ten days of the filing of the Stipulation of Class Action Settlement Agreement with this Court, Angeion will cause notice to be disseminated to the appropriate state and federal officials pursuant to the requirements of the Class Action Fairness Act, 28 U.S.C. §1715.

PLAIN LANGUAGE NOTICE DESIGN

35. The proposed Notice forms used in this matter are designed to be “noticed,” reviewed, and by presenting the information in plain language, understood by members of the Settlement Class. The design of the notices follows the principles embodied in the Federal Judicial Center’s illustrative “model” notices posted at www.fjc.gov. The Notice forms contain plain-language summaries of key information about the rights and options of members of the Settlement Class pursuant to the terms of the Settlement. Consistent with normal practice, prior to being delivered and published, all notice documents will undergo a final edit for accuracy.

36. Rule 23(c)(2) of the Federal Rules of Civil Procedure requires class action notices to be written in “plain, easily understood language.” Angeion Group maintains a strong commitment to

adhering to this requirement, drawing on its experience and expertise to craft notices that effectively convey the necessary information to Settlement Class Members in plain language.

DATA SECURITY & INSURANCE

37. Angeion recognizes the critical need to secure our physical and network environments and protect data in our custody. It is our commitment to these matters that has made us the go-to administrator for many of the most prominent data security matters of this decade. We are ever improving upon our robust policies, procedures, and infrastructure by periodically updating data security policies as well as our approach to managing data security in response to changes to physical environment, new threats and risks, business circumstances, legal and policy implications, and evolving technical environments.

38. Angeion Group's privacy practices are compliant with the California Consumer Privacy Act, as currently drafted. Consumer data obtained for the delivery of each project is used only for the purposes intended and agreed in advance by all contracted parties, including compliance with orders issued by State or Federal courts as appropriate. Angeion Group imposes additional data security measures for the protection of Personally Identifiable Information (PII) and Personal Health Information (PHI), including redaction, restricted network and physical access on a need-to-know basis, and network access tracking. Angeion Group requires background checks of all employees, requires background checks and ongoing compliance audits of its contractors, and enforces standard protocols for the rapid removal of physical and network access in the event of an employee or contractor termination.

39. Data is transmitted using Transport Layer Security (TLS) 1.3 protocols. Network data is encrypted at rest with the government and financial institution standard of AES 256-bit encryption. We maintain an offline, air-gapped backup copy of all data, ensuring that projects can be administered without interruption.

40. Further, our team stays on top of latest compliance requirements, such as GDPR, HIPAA, PCI DSS, and others, to ensure that our organization is meeting all necessary regulatory obligations

as well as aligning to industry best practices and standards set forth by frameworks like CIS and NIST. Angeion is cognizant of the ever-evolving digital landscape and continually improves its security infrastructure and processes, including partnering with best-in-class security service providers. Angeion's robust policies and processes cover all aspects of information security to form part of an industry leading security and compliance program, which is regularly assessed by independent third parties. Angeion is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity training to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

41. Angeion currently maintains a comprehensive insurance program, including sufficient Errors & Omissions coverage.

REACH AND FREQUENCY

42. This declaration describes the reach and frequency evidence which courts systemically rely upon in reviewing class action publication notice programs for adequacy. The reach percentage exceeds the guidelines as set forth in the Federal Judicial Center's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide to effectuate a notice program which reaches a high degree of class members.

43. Specifically, the media portions of the Notice Plan are designed to deliver an approximate 70.62% reach with an average frequency of 3.42 times each by serving approximately 44 million impressions. The 70.62% reach is independent from the email notice efforts and does not include the settlement website or toll-free hotline, which are not calculable in reach percentage but will nonetheless aid in informing Settlement Class Members of their rights and options under the Settlement.

CONCLUSION

44. The Notice Plan outlined above includes direct notice via email combined with a robust media campaign consisting of state-of-the-art internet advertising, a comprehensive social media campaign and a search engine marketing campaign. Further, the Notice Plan provides for the

implementation of a dedicated settlement website and toll-free hotline to further inform Settlement Class Members of their rights and options in the Settlement.

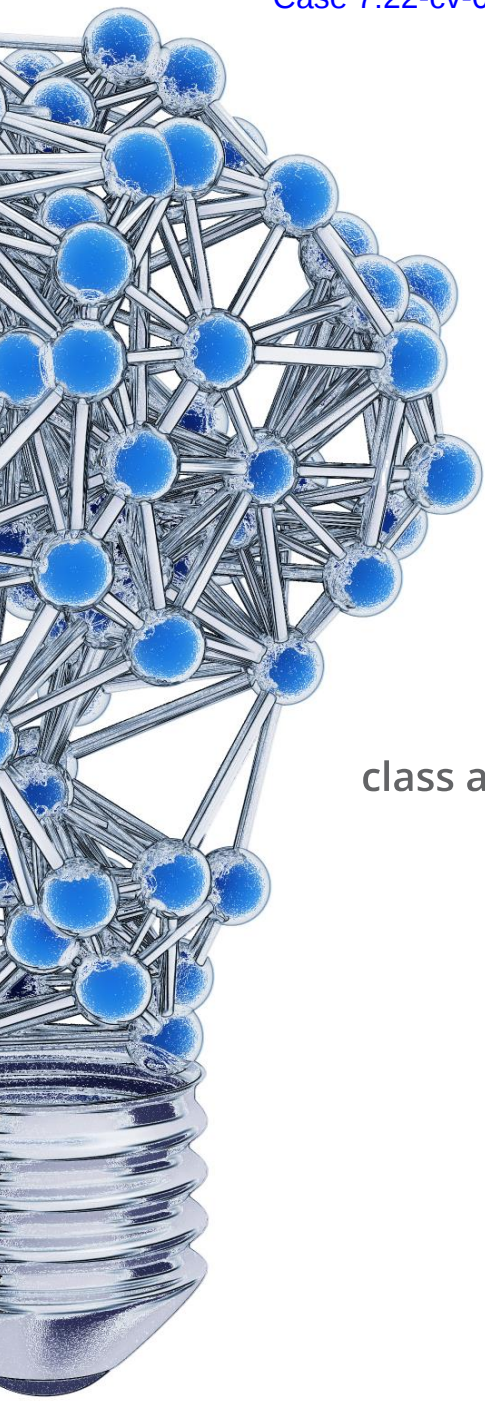
45. In my professional opinion, the Notice Plan described herein will provide full and proper notice to Settlement Class Members before the claims, opt-out, and objection deadlines. Moreover, it is my opinion that Notice Plan is the best notice that is practicable under the circumstances, fully comports with due process and Fed. R. Civ. P. 23. After the Notice Plan has concluded, Angeion will provide a final report verifying its effective implementation to this Court.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: June 8, 2023


STEVEN WEISBROT

Exhibit A



INNOVATION

IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



Judicial Recognition

JUDICIAL RECOGNITION



IN RE: FACEBOOK, INC. CONSUMER PRIVACY USER PROFILE LITIGATION

Case No. 3:18-md-02843

The Honorable Vincent Chhabria, United States District Court, Northern District of California (March 29, 2023): The Court approves the Settlement Administration Protocol & Notice Plan, amended Summary Notice (Dkt. No. 1114-8), second amended Class Notice (Dkt. No. 1114-6), In-App Notice, amended Claim Form (Dkt. No. 1114-2), Opt-Out Form (Dkt. No. 1122-1), and Objection Form (Dkt. No. 1122-2) and finds that their dissemination substantially in the manner and form set forth in the Settlement Agreement and the subsequent filings referenced above meets the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, the effect of the proposed Settlement (including the releases contained therein), the anticipated motion for Attorneys' Fees and Expenses Award and for Service Awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

LUNDY v. META PLATFORMS, INC.

Case No. 3:18-cv-06793

The Honorable James Donato, United States District Court, Northern District of California (April 26, 2023): For purposes of Rule 23(e), the Notice Plan submitted with the Motion for Preliminary Approval and the forms of notice attached thereto are approved...The form, content, and method of giving notice to the Settlement Class as described in the Notice Plan submitted with the Motion for Preliminary Approval are accepted at this time as practicable and reasonable in light of the rather unique circumstances of this case.

IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

Case No. 1:20-cv-04699

The Honorable John Z. Lee, United States District Court, Northern District of Illinois (August 22, 2022): The Class Notice was disseminated in accordance with the procedures required by the Court's Order Granting Preliminary Approval...in accordance with applicable law, satisfied the requirements of Rule 23(e) and due process, and constituted the best notice practicable...

JUDICIAL RECOGNITION



IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164

The Honorable Edward J. Davila, United States District Court, Northern District of California (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the “Notice Program”), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members...

MEHTA v. ROBINHOOD FINANCIAL LLC

Case No. 5:21-cv-01013

The Honorable Susan van Keulen, United States District Court, Northern District of California (August 29, 2022): The proposed notice plan, which includes direct notice via email, will provide the best notice practicable under the circumstances. This plan and the Notice are reasonably calculated, under the circumstances, to apprise Class Members of the nature and pendency of the Litigation, the scope of the Settlement Class, a summary of the class claims, that a Class Member may enter an appearance through an attorney, that the Court will grant timely exclusion requests, the time and manner for requesting exclusion, the binding effect of final approval of the proposed Settlement, and the anticipated motion for attorneys’ fees, costs, and expenses and for service awards. The plan and the Notice constitute due, adequate, and sufficient notice to Class Members and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules.

ADTRADER, INC. v. GOOGLE LLC

Case No. 5:17-cv-07082

The Honorable Beth L. Freeman, United States District Court, Northern District of California (May 13, 2022): The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including the Notice Forms attached to the Weisbrot Declaration, subject to the Court’s one requested change as further described in Paragraph 8 of this Order, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the AdWords Class of the pendency of this Action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the AdWords Class. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice Plan fully complies with the Northern District of California’s Procedural Guidance for Class Action Settlements.

JUDICIAL RECOGNITION

***IN RE: FACEBOOK INTERNET TRACKING LITIGATION*****Case No. 5:12-md-02314**

The Honorable Edward J. Davila, United States District Court, Northern District of California (November 10, 2022): The Court finds that Plaintiffs' notice meets all applicable requirements of due process and is particularly impressed with Plaintiffs' methodology and use of technology to reach as many Class Members as possible. Based upon the foregoing, the Court finds that the Settlement Class has been provided adequate notice.

CITY OF LONG BEACH v. MONSANTO COMPANY**Case No. 2:16-cv-03493**

The Honorable Fernando M. Olguin, United States District Court, Central District of California (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC**Case No. 3:20-cv-00903**

The Honorable John A. Gibney Jr., United States District Court, Eastern District of Virginia (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice...Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

WILLIAMS v. APPLE INC.**Case No. 3:19-cv-0400**

The Honorable Laurel Beeler, United States District Court, Northern District of California (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

CLEVELAND v. WHIRLPOOL CORPORATION**Case No. 0:20-cv-01906**

The Honorable Wilhelmina M. Wright, United States District Court, District of Minnesota (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email

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addresses are unavailable, which is the best practicable notice under the circumstances...The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

RASMUSSEN v. TESLA, INC. d/b/a TESLA MOTORS, INC.

Case No. 5:19-cv-04596

The Honorable Beth Labson Freeman, United States District Court, Northern District of California (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement ("Notice Plan"). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court's final judgment will be binding on all Settlement Class Members.

CAMERON v. APPLE INC.

Case No. 4:19-cv-03074

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 16, 2021): The parties' proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

RISTO v. SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

Case No. 2:18-cv-07241

The Honorable Christina A. Snyder, United States District Court, Central District of California (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website...The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)...

JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.

Case No. 2:15-cv-01219

The Honorable Joanna Seybert, United States District Court, Eastern District of New York (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement, including the form and content of the proposed forms of notice to the Settlement Class attached as Exhibits C-G to the Settlement and the proposed procedures for Settlement Class Members to exclude themselves from the Settlement Class or object. The Court finds that the proposed

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Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpasettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish), and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

NELLIS v. VIVID SEATS, LLC

Case No. 1:20-cv-02486

The Honorable Robert M. Dow, Jr., United States District Court, Northern District of Illinois (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation...(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

PELLETIER v. ENDO INTERNATIONAL PLC

Case No. 2:17-cv-05114

The Honorable Michael M. Baylson, United States District Court, Eastern District of Pennsylvania (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of Claim”), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

BIEGEL v. BLUE DIAMOND GROWERS

Case No. 7:20-cv-03032

The Honorable Cathy Seibel, United States District Court, Southern District of New York (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature



of the Action...and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS

Case No. 37-2019-00017834-CU-NP-CTL

The Honorable Eddie C. Sturgeon, Superior Court of the State of California, County of San Diego (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

HOLVE v. MCCORMICK & COMPANY, INC.

Case No. 6:16-cv-06702

The Honorable Mark W. Pedersen, United States District Court for the Western District of New York (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

CULBERTSON T AL. v. DELOITTE CONSULTING LLP

Case No. 1:20-cv-03962

The Honorable Lewis J. Liman, United States District Court, Southern District of New York (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC

Case No. 3:19-cv-00167

The Honorable Timothy C. Batten, Sr., United States District Court, Northern District of Georgia (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable

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under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)

Case No. 6:20-md-02977

The Honorable Robert J. Shelby, United States District Court, Eastern District of Oklahoma (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

ROBERT ET AL. v. AT&T MOBILITY, LLC

Case No. 3:15-cv-03418

The Honorable Edward M. Chen, United States District Court, Northern District of California (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action ... (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

PYGIN v. BOMBAS, LLC

Case No. 4:20-cv-04412

The Honorable Jeffrey S. White, United States District Court, Northern District of California (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

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***WILLIAMS ET AL. v. RECKITT BENCKISER LLC ET AL.*****Case No. 1:20-cv-23564**

The Honorable Jonathan Goodman, United States District Court, Southern District of Florida (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

NELSON ET AL. v. IDAHO CENTRAL CREDIT UNION**Case No. CV03-20-00831, CV03-20-03221**

The Honorable Robert C. Naftz, Sixth Judicial District, State of Idaho, Bannock County (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION**Case No. 3:20-cv-00812**

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION**Case No. 2:19-cv-00463**

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.**Case No. 2:19-cv-13554**

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

***IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION*****Case No. 2:19-mn-02886**

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS ET AL. v. FACEBOOK, INC.**Case No. 3:18-cv-05982**

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION**Case No. 8:16-md-02737**

The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO ET AL. v. COACH INC.**Case No. 1:16-cv-01122**

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States

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Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

BROWN v. DIRECTV, LLC

Case No. 2:13-cv-01170

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION

Case No. 1:16-cv-03711

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. v. ZAAPPAAZ, INC. ET AL.

Case No. 4:18-cv-00430

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER ET AL. v. WALMART, INC.

Case No. 5:18-cv-05225

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

CLAY ET AL. v. CYTOSPORT INC.

Case No. 3:15-cv-00165

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice

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Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

GROGAN v. AARON'S INC.

Case No. 1:18-cv-02821

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.

Case No. D-202-CV-2001-00579

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on “Programmatic Display Advertising” to reach the “Target Audience,” Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of “Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill],” Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes “search targeting,” “category contextual targeting,” “keyword contextual targeting,” and “site targeting,” to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members

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will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is “‘reasonably calculated, under all the circumstances,’ to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN, ET AL. v. CVS HEALTH, ET AL.

Case No. 4:15-cv-03504

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties’ revised proposed notice program, the Court agrees that the parties’ proposed notice program is the “best notice that is practicable under the circumstances.” The Court is satisfied with the representations made regarding Angeion Group LLC’s methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court

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APPROVES the parties' revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

PATORA v. TARTE, INC.

Case No. 7:18-cv-11760

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.

Case No. 2:16-cv-00633

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION, ET AL.

Case No. 5:15-cv-05764

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

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***MEDNICK v. PRECOR, INC.*****Case No. 1:14-cv-03624**

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.**Case No. 1:18-cv-20048**

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

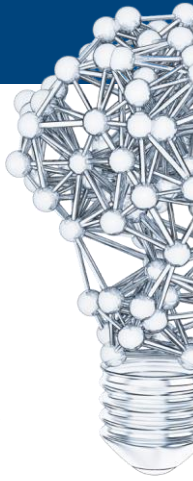
ANDREWS ET AL. v. THE GAP, INC., ET AL.**Case No. CGC-18-567237**

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.**Case No. 3:13-cv-07871**

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

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DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media "marketing" – is the "best notice...practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and "reminder" first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY

Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy

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as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

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***HALVORSON v. TALENTBIN, INC.*****Case No. 3:15-cv-05166**

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation; of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION**MDL No. 2669/Case No. 4:15-md-02669**

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.**Case No. 1:15-cv-00912**

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise

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Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY v. TITFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC

Case No. 384003V

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will

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receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.

Case No. 1:15-cv-08372

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

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IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION
MDL No. 2001/Case No. 1:08-wp-65000

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.
Case No. 2:09-cv-08394

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.
Case No. 0:13-cv-62496

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short- Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION
MDL No. 2328/Case No. 2:12-md-02328

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web- based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the

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plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.



EXHIBIT B1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK
Catalano v. Lyons Magnus, LLC, Case No. 7:22-cv-06867

If you purchased a Covered Product produced and/or distributed by Lyons Magnus LLC or TRU Aseptics LLC between DATE and DATE, that was subjected to an FDA recall, you could receive a payment from a class action settlement.

A federal court authorized this Notice. You are not being sued.

This is not a solicitation from a lawyer.

- A Settlement has been reached with Lyons Magnus, LLC and TRU Aseptics, LLC, (“Defendants”) in a class action lawsuit about the Covered Products produced and/or distributed by the Defendants that were subjected to an FDA recall. Please visit **Website URL** for the full list of Covered Products included in this Settlement.
- You are included in this Settlement as a Settlement Class Member if you are a natural person who, between **DATE** and **DATE**, purchased in the United States any Covered Product for personal, family or household use, and not resale.
- The lawsuit is captioned *Catalano v. Lyons Magnus, LLC*, Case No. 7:22-cv-06867, pending in the United States District Court for the Southern District of New York. The Defendants deny that they violated any laws but have agreed to the Settlement to avoid the costs and risks associated with continuing this case.
- Your rights are affected whether you act or do not act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive a cash payment from this Settlement is by submitting a valid and timely Claim Form. You can submit your Claim Form online at [REDACTED] or download the Claim Form from the Settlement Website and mail it to the Claims Administrator. You may also call or email the Claims Administrator to receive a paper copy of the Claim Form.	_____, 2023
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You must elect your own legal counsel at your own expense.	_____, 2023
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you do not like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also submit a claim form.	_____, 2023
DO NOTHING	Unless you opt out of the settlement, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement.	No Deadline

- 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.

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BASIC INFORMATION

1. Why was this Notice issued?

A federal court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The Honorable Kenneth M. Karas of the United States District Court for the Southern District of New York is overseeing this class action. The lawsuit is called *Catalano v. Lyons Magnus, LLC*, Case No. 7:22-cv-06867. The people that filed this lawsuit are called the “Plaintiffs” and the companies they sued, Lyons Magnus, LLC and TRU Aseptics, LLC are called the “Defendants.”

2. What is this lawsuit about?

This lawsuit alleges that the Defendants have improperly, deceptively, and misleadingly labeled and marketed its Covered Products to reasonable consumers, like Plaintiffs, by omitting and not disclosing to consumers on its packaging that consumption of the Covered Products may increase the risk of contracting food-borne illnesses. The Defendants deny all of Plaintiffs’ allegations and all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged against them in the litigation.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “Class Representatives” or “Named Plaintiffs.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all class members, except for those who opt out of a settlement. In this Settlement, the Named Plaintiffs are Wayne Catalano, Barbara Speaks, Karen Radford, Tomoko Nakanishi, Veronica Pereyra, Christy Deringer, Roberta Sinico, and Edmond Dixon.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendants. The Defendants deny all claims and that they violated any law. Plaintiffs and Defendants agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive payments from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is in the Settlement?

The Settlement Class includes all natural persons who, between **the earliest date of distribution of any Covered Product** and **the date of Preliminary Approval**, purchased in the United States any Covered Product for personal, family or household use, and not resale.

Covered Products means any of the products produced and/or distributed by Defendants that are specified on Exhibit E to the Stipulation of Class Action Settlement Agreement (“Settlement Agreement”). To view the list of Covered Products, visit **[Website URL]**.

6. Are there exceptions to being included?

Yes. The Settlement Class does not include: (1) the Honorable Judge Kenneth A. Karas and members of his immediate family; (2) Defendants; (3) any entity in which a Defendant has a controlling interest; (4) any of Defendants’ subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; and (5) any persons who timely exclude themselves from the Settlement Class.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing or writing to Claims Administrator at:

Lyons Magnus Settlement
c/o Claims Administrator
1650 Arch St, Ste 2210
Philadelphia, PA 19103
Email Address

You may also view the Settlement Agreement at **[Website URL]**.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Defendants have agreed to pay three million, five hundred thousand dollars (\$3,500,000) in cash to the Settlement Fund for payment of the following: (i) Valid Claim Forms for cash benefits submitted by Settlement Class Members; (ii) the notice and other administrative costs actually incurred by the Claims Administrator; (iii) Attorneys’ Fees and Costs, as may be ordered by the Court, and (iv) any service award to the Class Representative, not to exceed \$500.00 per Class Representative, as may be ordered by the Court. In addition, Defendants will contribute an additional \$75,000 to be used to pay the first \$75,000 of notice and other administrative costs actually incurred by the Claims Administrator.

8. How much will my payment be?

All members of the Settlement Class who submit a Valid Claim are eligible to receive monetary relief as set forth below. No payments will be made to any members of the Settlement Class who do not submit an Eligible Claim.

- Settlement Class Members who submit a Valid Claim Form with Proof of Purchase of a Covered Product shall receive up to the full purchase price for each unit of Covered Product listed on the Proof of Purchase, inclusive of all taxes.
- Settlement Class Members who submit a Valid Claim Form without Proof of Purchase of a Covered Product shall receive up to the average retail price for up to two (2) Covered Products claimed per household plus a 10% allowance for sales tax, as such price is determined in good faith by the Defendants and provided to the Claim Administrator.

Each Settlement Class Members' payment shall be increased or decreased on a pro rata basis such that the total amount paid to all Settlement Class Members equals the total Settlement Funds available after the notice and administrative costs and court-awarded attorneys' fees, costs, and service awards for Class Representatives have been paid.

9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about any of the legal claims this Settlement resolves. The "Releases" section in the Settlement Agreement describes the legal claims that you give up ("Released Claims") if you remain in the Settlement Class. The Class Action Settlement Agreement can be found at [\[Website URL\]](#).

HOW TO GET A PAYMENT - MAKING A CLAIM

10. How do I submit a claim and get a cash payment?

To qualify for a settlement payment, you must complete and submit a Claim Form by [\[DEADLINE DATE\]](#). You may complete and submit a Claim Form online at [\[Website URL\]](#) or mail a completed Claim Form to Lyons Magnus Settlement, c/o Claims Administrator, 1650 Arch St, Ste 2210, Philadelphia, PA 19103. Claim Forms are also available by calling 1-[XXX-XXX-XXXX](#), or by emailing [\[Email Address\]](#).

11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by [\[Deadline Date\]](#). If submitting a Claim Form online, you must do so by [\[Deadline Date\]](#).

12. When will I get my payment?

The Court will hold a Final Approval Hearing at **XX:XX a.m./p.m. on DATE**, in Courtroom **X**, located at The Hon. Charles L. Brieant Jr. Federal Building and United States Courthouse, 300 Quarropas St., White Plains, NY 10601-4150. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. After the hearing, the Court will decide whether to approve the Settlement.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible if the Court grants Final Approval of the Settlement and after any appeals are resolved.

The briefs and declarations in support of the Final Approval of the Settlement and the requests described above will be posted on the Settlement Website, **[Website URL]**, after they are filed. You may ask to appear at the hearing, but you do not have to appear. The date and time of the Final Approval Hearing is also subject to modification by the Court. Please review the Settlement Website for any updated information regarding the final hearing.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed the following law firms to represent the Settlement Class as Plaintiffs' Counsel:

- The Sultzzer Law Group, P.C.
- Levin, Sedran, & Berman LLP
- Poulin Willey Anastopoulo
- Bradley/Grombacher LLP
- Aylstock Witkin Kreis and Overholtz

You will not be charged for their services.

14. Should I get my own lawyer?

Unless you opt-out of the Settlement, you do not need to hire your own lawyer because Plaintiffs' Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Plaintiffs' Counsel will ask the Court for an award of attorneys' fees not to exceed one-third (1/3) of the Settlement Fund, as well as reasonable expenses incurred in the litigation. They will also ask the Court to approve Service Award payments for each of the Class Representatives not to exceed \$500 each. The Court may award less than these amounts. If approved, these fees, costs and awards will be paid from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendants about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The deadline for requesting exclusion from the Settlement is **[Deadline Date]**.

To exclude yourself from the Settlement, you must submit a completed and signed Opt-Out Form online at **[Website URL]** or by U.S. mail at the below address. Alternatively, you can submit a written request for exclusion that includes the following information: (i) the name of the litigation, *Catalano v. Lyons Magnus, LLC*, Case No. 7:22-cv-06867 (S.D.N.Y.); (ii) your name and current address; (iii) your personal signature; and (iv) a statement clearly indicating your intent to be excluded from the Settlement (the request can only be made for you, not on another person's behalf);

Your request for exclusion must be submitted online at **[Website URL]** or via U.S. mail at the address below:

Lyons Magnus Settlement
ATTN: Exclusion Request
PO Box 58220
Philadelphia, PA 19102

If you exclude yourself, you are stating to the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment if you exclude yourself. You may only exclude yourself – not any other person.

If submitted electronically, the Opt-Out Form or any written request to opt-out must be submitted and on or before **[Deadline Date]**.

If submitted by U.S. mail, the Opt-Out Form, or any written request to opt-out must be postmarked no later than **[Deadline Date]**.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

Each objection must include: (i) the case name: *Catalano v. Lyons Magnus, LLC*, and case number: 7:22-cv-06867; (ii) the name, address and telephone number of the objector; (iii) the name, address, and telephone number of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason if the objection is successful, and all legal factual support for the right to such compensation; (iv) any and all agreements that relate to the objection or the process of objection between the objector and any other person (including its counsel); (v) documents or testimony sufficient to establish membership in the Settlement Class; (vi) a detailed statement of any objection asserted, including the grounds therefor; (vii) whether the objector is, and any reasons for, requesting the opportunity to appear and be heard at the final approval hearing; (viii) the identity of all counsel (if any) representing the objector who will appear at the final approval hearing and, if applicable, a list of all persons who will be called to testify in support of the objection; (ix) copies of any papers, briefs, declarations, affidavits, or other documents upon which the objection is based; (x) a detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and (xi) the objector's signature, in addition to the signature of the objector's attorney (if any) –an attorney's signature alone shall not be deemed sufficient to satisfy this requirement.

Failure to include documents or testimony sufficient to establish membership in the Settlement Class shall be grounds for overruling and/or striking the objection on grounds that the objector lacks standing to make the objection. Failure to include any of the information or documentation set forth in this paragraph also shall be grounds for overruling an objection. Failure to include any of the information or documentation set forth above also shall be grounds for overruling an objection.

Settlement Class Members must electronically file via the Court's ECF system, or deliver to the Clerk of the Court, Plaintiffs' Counsel, and Defendants' counsel by mail, express mail, or personal delivery, a written notice of objection.

[Insert Addresses for Objections]

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court will hold a Final Approval Hearing at **XX:XX a.m./p.m. on DATE**, in Courtroom **X**, located at The Hon. Charles L. Brieant Jr. Federal Building and United States Courthouse, 300 Quarropas St., White Plains, NY 10601-4150. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. It will also consider whether to approve Plaintiffs' Counsel's request for an award of Attorneys' Fees and Costs, as well as Service Payments to the Class Representatives. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. You or your own lawyer may appear and speak at the hearing at your own expense, but there is no requirement that you or your own lawyer do so. After the hearing, the Court will decide whether to approve the Settlement.

The date or time of the Final Approval Hearing may change. Please check the Settlement Website, **[Website URL]**, for any updates.

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

No. Plaintiffs' Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time.

IF I DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights explained in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendants and the Released Parties about the legal issues resolved by this Settlement. In addition, you will not receive a payment from this Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, **[Website URL]**.

If you have additional questions, you may contact the Claims Administrator by email, phone, or mail:

Email: **[Email Address]**

Toll-Free: 1-**XXX-XXX-XXXX**

Mail: Lyons Magnus Settlement, c/o Claims Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Publicly filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Southern District of New York or reviewing the Court's online docket.

Please do not contact the Court, the Clerk, or the Defendants to inquire about the Settlement.

EXHIBIT B2

If you purchased a Covered Product, produced and/or distributed by Lyons Magnus LLC or TRU Aseptics LLC between **DATE and **DATE**, that was subjected to an FDA recall, you could receive a payment from a class action settlement.**

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

A Settlement has been reached with Lyons Magnus, LLC and TRU Aseptics, LLC, (“Defendants”) in a class action lawsuit about the Covered Products produced and/or distributed by the Defendants that were subjected to an FDA recall. Please visit **Website URL** for the full list of Covered Products included in this Settlement. The lawsuit is captioned *Catalano v. Lyons Magnus, LLC*, Case No. 7:22-cv-06867, pending in the United States District Court for the Southern District of New York.

What does the Settlement provide?

The Defendants have agreed to pay three million, five hundred thousand dollars (\$3,500,000) in cash to the Settlement Fund for payment of the following: (i) Valid Claim Forms for cash benefits submitted by Settlement Class Members; (ii) the notice and other administrative costs actually incurred by the Claims Administrator; (iii) Attorneys’ Fees and Costs, as may be ordered by the Court, and (iv) any service award to the Class Representative, not to exceed \$500.00 per Class Representative, as may be ordered by the Court. In addition, Defendants will contribute an additional \$75,000 to be used to pay the first \$75,000 of notice and other administrative costs actually incurred by the Claims Administrator.

Who is included in the Settlement Class?

All natural persons who, between **DATE** and **DATE**, purchased in the United States any Covered Product for personal, family or household use, and not resale.

How do I get a payment from the Settlement?

To qualify for a settlement payment, you must complete and submit a Claim Form by **DEADLINE DATE**. You may complete and submit a Claim Form online at **[Website URL]** or mail a completed Claim Form to Lyons Magnus Settlement, c/o Claims Administrator, 1650 Arch St, Ste 2210, Philadelphia, PA 19103. Claim Forms are also available by calling 1-**XXX-XXX-XXXX**, or by emailing **[Email Address]**.

What are my options?

If you are a Settlement Class Member and do nothing, you will be bound by the Settlement and will give up any right to separately sue any of the Released Parties, including the Defendants, for the claims made in this lawsuit and released by the Stipulation of Class Action Settlement Agreement (“Settlement Agreement”). If you don’t want to be legally bound by the Settlement, you must exclude yourself from it by **DEADLINE DATE**. Unless you exclude yourself, you won’t be able to sue or continue to sue the Defendants for any claim made in this lawsuit or released by the Settlement. If you stay in the Settlement (*i.e.*, don’t exclude yourself), you may object to it or ask for permission for you or your lawyer to appear and speak at the Final Approval Hearing – at your own cost – but you don’t have to. Objections and requests to appear are due by **DEADLINE DATE**. More information about these options is available at **[WEBSITE URL]**.

Do I have a Lawyer?

Yes. The Court has appointed the following law firms to represent the Settlement Class as Plaintiffs' Counsel:

- The Sultzer Law Group, P.C.
- Levin, Sedran, & Berman LLP
- Poulin Willey Anastopoulo
- Bradley/Grombacher LLP
- Aylstock Witkin Kreis and Overholtz

You will not be charged for their services.

The Court's hearing.

The Court will hold a Final Approval Hearing at **XX:XX a.m./p.m. on DATE**, in Courtroom **X**, located at The Hon. Charles L. Briant Jr. Federal Building and United States Courthouse, 300 Quarropas St., White Plains, NY 10601-4150. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. It will also consider whether to approve Plaintiffs' Counsel's request for an award of Attorneys' Fees and Costs, as well as Service Payments to the Class Representatives. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. You or your own lawyer may appear and speak at the hearing at your own expense, but there is no requirement that you or your own lawyer do so. After the hearing, the Court will decide whether to approve the Settlement.

This notice is only a summary.

For more information, including the long form notice and Settlement Agreement, visit [Website URL], email [Email Address], or call 1-XXX-XXX-XXXX.

EXHIBIT B3

Banner Ad

300x250



Banner Ad

300x250

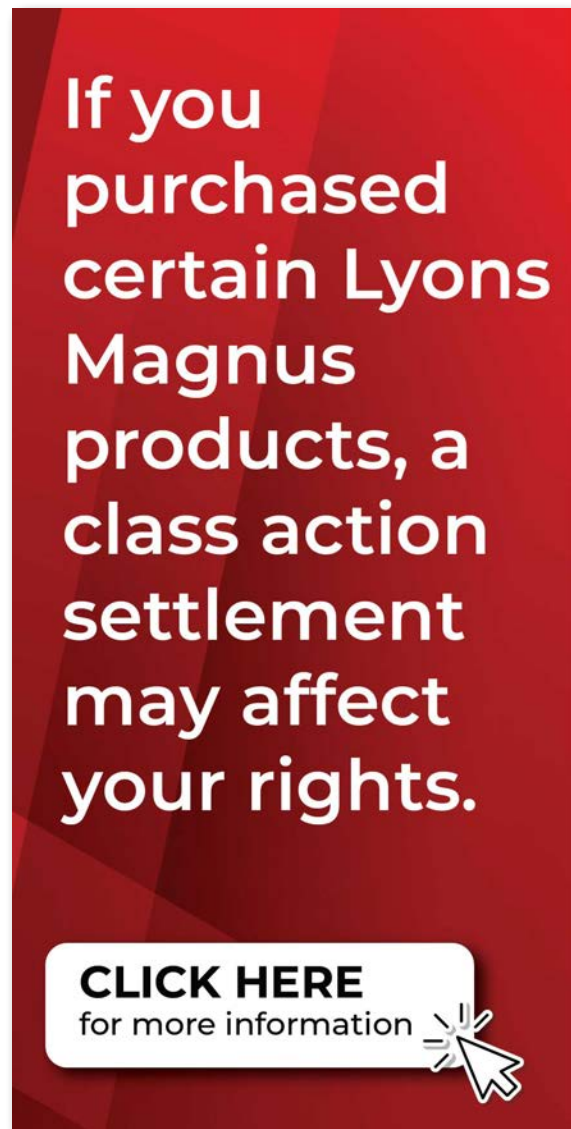
**If you purchased
certain Lyons
Magnus products,
a class action
settlement may
affect your rights.**

CLICK HERE for more information



Banner Ad

300x600



Banner Ad

300x600

**If you
purchased
certain Lyons
Magnus
products, a
class action
settlement
may affect
your rights.**

CLICK HERE
for more information



Banner Ad

970x250

If you purchased certain Lyons Magnus products,
a class action settlement may affect your rights.

CLICK HERE for more information



Banner Ad

970x250

**If you purchased certain Lyons Magnus products,
a class action settlement may affect your rights.**

CLICK HERE for more information



Banner Ad

160x600



If you purchased certain Lyons Magnus products, a class action settlement may affect your rights.

CLICK HERE
for more
information 

The banner ad features a solid red background. The main text is in a white, sans-serif font, arranged in a single column. At the bottom, there is a white rectangular button with rounded corners. Inside the button, the text 'CLICK HERE' is in bold, followed by 'for more information' on two lines. To the right of the text is a white mouse cursor icon pointing towards the button.

Banner Ad

160x600

If you pur-
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Lyons
Magnus
products,
a class
action
settle-
ment
may
affect
your
rights.

CLICK HERE
for more
information



Banner Ad

300x50

If you purchased certain Lyons Magnus products, a class action settlement may affect your rights.

CLICK HERE for more information



Banner Ad

300x50

If you purchased certain Lyons Magnus products, a class action settlement may affect your rights.


CLICK HERE for more information



Banner Ad

320x50

If you purchased certain Lyons Magnus products, a class action settlement may affect your rights.

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If you purchased certain Lyons Magnus products, a class action settlement may affect your rights.


CLICK HERE for more information



Banner Ad

728x90

If you purchased certain Lyons Magnus products, a class action settlement may affect your rights.

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Banner Ad

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If you purchased certain Lyons Magnus products, a class action settlement may affect your rights.

CLICK HERE for more information



EXHIBIT C

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

_____	x	
Wayne Catalano, Karen Radford, Christy Deringer,	:	
Tomoko Nakanishi, Veronica Pereyra, Roberta	:	
Sinico, Barbara Speaks, and Edmond Dixon,	:	Case No. 7:22-cv-06867-KMK
individually on behalf of themselves and all others	:	
similarly situated,	:	
	:	Hon. Kenneth M. Karas
Plaintiff,	:	
v.	:	
	:	
	:	
Lyons Magnus, LLC and TRU Aseptics, LLC,	:	
	:	
Defendants.	:	
_____	x	

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

WHEREAS, an action is pending before this Court entitled *Wayne Catalano, et. al, v. Lyons Magnus, LLC and TRU Aseptics, LLC* (7:22-cv-06867-KMK) (the “Litigation”);

WHEREAS, Plaintiffs having made application pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving a class action settlement with 7:22-cv-06867-KMK (“Defendants,” and together with Plaintiffs, the “Parties”), in accordance with the settlement agreement lodged concurrently with the Court (“Settlement Agreement”), which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Litigation and for dismissal of the Litigation with prejudice upon the terms and conditions set forth therein (“Settlement”); and

Having considered all matters submitted to it including the complete record of the Litigation and good cause appearing therefore, the Court grants preliminary approval of the Settlement and hereby finds and concludes as follows:

1. The capitalized terms used in this Order shall have the same meaning as defined in the Settlement Agreement except as otherwise expressly provided.

2. The Court preliminarily approves the Settlement Agreement as within the range of possible final approval, and as meriting submission to the Settlement Class for its consideration. For purposes of the settlement only, the Court certifies the Settlement Class, which consists of all natural persons who, between the earliest date of distribution of any Covered Product and the date of Preliminary Approval, purchased in the United States any Covered Product for personal, family or household use, and not resale. Excluded from the Settlement Class are (1) the Honorable Judge Kenneth M. Karas; (2) any member of his immediate family; (3) Defendants; (4) any entity in which Defendants have a controlling interest; (5) any of Defendants’ subsidiaries, parents, affiliates, and officers, directors,

employees, legal representatives, heirs, successors, or assigns; and (6) any persons who timely exclude themselves from the Settlement Class.

3. The Court preliminarily finds, solely for purposes of considering this settlement, that the requirements of Rule 23 of the Federal Rules of Civil Procedure are conditionally satisfied, including requirements that: (a) the Settlement Class Members are too numerous to be joined in a single action; (b) common issues of law and fact exist and predominate; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class Members; (d) the Class Representatives and Class Counsel can adequately protect the interests of the Settlement Class Members; and (e) a settlement class is superior to alternative means of resolving the claims and disputes at issue in this Litigation. The Court also concludes that, because the Litigation is being settled rather than litigated, the Court need not consider manageability, efficiency, or judicial economy issues that might otherwise be presented by the trial of a class action involving the issues in the Litigation.

4. The Court conditionally designates Jason P. Sultzer of The Sultzer Law Group, P.C., Charles E. Schaffer of Levin Sedran & Berman, Paul J. Doolittle of Poulin, Willey, Anastopoulo, LLC, and Kiley Grombacher of Bradley Grombacher, LLP as Class Counsel, and Wayne Catalano, Karen Radford, Christy Deringer, Tomoko Nakanishi, Veronica Pereyra, Roberta Sinico, Barbara Speaks, and Edmond Dixon, as Class Representatives of the Settlement Class for purposes of this settlement. The Court preliminarily finds that the Class Representatives and Class Counsel have fairly and adequately represented and protected the interests of the absent Settlement Class Members.

5. The Court has subject-matter jurisdiction over the Litigation pursuant to 28 U.S.C. §§ 1332 and 1367 and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391.

6. A Final Approval Hearing shall be held before this Court at _____ on _____, _____, in Courtroom 518, in the United States District Court for the Southern District of New York, 300 Quarropas St. White Plains, NY 10601-4150, to address: (a) whether the proposed settlement should be finally approved as fair, reasonable, and adequate, and whether the Final Approval Order should be entered, and (b) whether Class Counsel's application for attorneys' fees, costs, and payment to the Class Representatives should be approved.

7. In consultation with, and with the approval of, Defendants, Class Counsel is hereby authorized to establish the means necessary to administer the proposed settlement and implement the Claim process, in accordance with the terms of the Settlement Agreement. Angeion Group is hereby appointed by the Court as the Claim Administrator, whose reasonable fees and costs are to be paid by Defendants, with the initial \$75,000.00 paid by Defendants directly and the remaining balance paid from the Settlement Fund in accordance with the Settlement Agreement. The Claim Administrator shall perform and comply with all notice and administration duties ascribed to it in the Settlement Agreement, this Preliminary Approval Order, and subsequent orders that may be entered by this Court in this case.

8. The Court approves, as to form and content, the Claim Form and Notices, attached as Exhibits to the Settlement Agreement. The Claim Form and Notices are written in plain English, are easy to comprehend, and fully comply with the requirements of the Due Process Clause of the United States Constitution, Rule 23 of the Rules of Civil Procedure, and any other applicable law. The Parties shall have discretion to jointly make non-material minor revisions to the Claim Form or Notices. Responsibility regarding settlement administration, including, but not limited to, notice and related procedures, shall be performed by the Claim Administrator, subject to the oversight of the Parties and this Court as described in the Settlement Agreement.

9. The Court finds that Plaintiffs' plan for providing notice to the Settlement Class (the Notice Plan) is reasonably calculated to provide notice to the Settlement Class of the pendency of the Litigation, certification of the Settlement Class, the terms of the Settlement Agreement, the Final Approval hearing, and applicable deadlines, complies fully with the requirements of the Due Process Clause of the United States Constitution, Rule 23 of the Rules of Civil Procedure, and any other applicable law, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Parties and the Claim Administrator shall comply with the Notice Plan and other deadlines as set forth in the Settlement Agreement and this Order.

10. Any member of the Settlement Class who desires to be excluded from the Settlement Class, and therefore not be bound by the terms of the Settlement Agreement, must submit a timely request for exclusion to the Claim Administrator, pursuant to the instructions set forth in the Long Form Notice. The request must be postmarked by 60 days before Final Approval Hearing. No one shall be permitted to exercise any exclusion rights on behalf of any other person, whether as an agent or representative of another or otherwise, except upon proof of a legal power of attorney, conservatorship, trusteeship, or other legal authorization, and no one may exclude other persons within the Settlement Class as a group, class, or in the aggregate.

11. No later than ten days after the Exclusion Deadline, the Claim Administrator shall prepare a list of the names of the persons who, pursuant to the Class Notice described herein, have excluded themselves from the Settlement Class in a valid and timely manner, and Plaintiffs' Counsel shall inform the Court of the number of persons who have timely and validly excluded themselves concurrently with the filing of Plaintiffs' motion for final approval of the Settlement,

in accordance with the Courts' regular notice requirements. The Court retains jurisdiction to resolve any disputed exclusion requests.

12. Any member of the Settlement Class who elects to be excluded shall not receive any benefits of the settlement, shall not be bound by the terms of the Settlement Agreement, and shall have no standing to object to the settlement or intervene in the Litigation.

13. Any Settlement Class Member who does not submit a valid and timely request for exclusion may submit an objection to the Settlement Agreement ("Objection"). The Objection must satisfy the requirements set forth in the Long Form Notice and must be filed with the Clerk of the Court (not postmarked) no later than 60 days before Final Approval Hearing, or it will be rejected.

14. Any Settlement Class Member shall have the right to request to appear and be heard at the Final Approval hearing, either personally or through an attorney retained at the Settlement Class Member's own expense. If the Settlement Class Member wishes to object to the Settlement at the Final Approval Hearing (either personally or through counsel), the Settlement Class Member must submit a timely written objection in compliance with the requirements referenced in the prior paragraph of this Order.

15. Plaintiffs shall file motions for Final Approval and for any award of attorneys' fees, costs and a class representative payments in accordance with the Court's regular notice requirements, and the reply in support of that motion no later than five days before the Final Approval Hearing. Those motions and all supporting documentation shall be posted to the Settlement Website within one day of filing.

16. Prior to the hearing on Final Approval and in accordance with the Courts' regular notice requirements, the Claim Administrator shall provide a declaration to the Court regarding the number and dollar amount of claims received to date.

17. In the event that the proposed settlement is not finally approved by the Court, or in the event that the Settlement Agreement becomes null and void or terminates pursuant to its terms, this Preliminary Approval Order and all orders entered in connection herewith (including any order amending the complaint) shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this Litigation or in any other case or controversy; in such event the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

18. This Order shall not be construed as an admission or concession by Defendants of the truth of any allegations made by the Plaintiffs or of liability or fault of any kind.

19. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class Members, though such extensions shall be posted to the Settlement Website. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class Members beyond updates to the Court's docket and the Settlement Website, be continued by Order of the Court. If the Court grants Final Approval to the Settlement Agreement, then Settlement Class Members who have not timely requested to be excluded including persons who objected to the Settlement Agreement or submitted a Valid Claim, shall be deemed to have released their Released Claims.

20. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

21. All further proceedings and deadlines in this action are hereby stayed except for those required to effectuate the Settlement Agreement and this Order.

IT IS SO ORDERED this ____th day of _____, 2023.

UNITED STATES DISTRICT JUDGE

EXHIBIT D

Settlement Communication – Inadmissible Under FRE 408 and Analog Rules of Evidence
Draft as of 4-3-23

EXHIBIT D

Deringer v. Lyons Magnus, Inc., No. 1:22-cv-00968 (E.D. Cal. Aug. 3, 2022).

Sinico v. Lyons Magnus et al., No. 1:22-cv-01479 (E.D. Cal. Nov. 11, 2022).

Dixon v. Lyons Magnus et al., No. 2:22-cv-04039 (D. S.C. Nov. 11, 2022).

Pereyra v. Lyons Magnus et al., No. 1:22-cv-06622 (N.D. Ill. Nov. 28, 2022).

Speaks v. Lyons Magnus et al., No. 1:22-cv-01043 (M.D. N.C. Dec. 2, 2022).

Nakanishi v. Lyons Magnus et al., No. 1:22-cv-06899 (N.D. Ill. Dec. 8, 2022).

Radford v. Lyons Magnus et al., No. 1:23-cv-00088 (E.D. Cal. Jan. 19, 2023).

EXHIBIT E

Exhibit E – Covered Products

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
Lyons Barista Style	Sweet Cream Frappé Base 12ct/32 fl oz cartons	045796100893	10045796100890	5131	08/08/2022
				6131	08/09/2022
	Almond Non-Dairy Beverage 12ct/32 fl oz cartons	45796100855	10045796101651	0302	10/27/2022
				0531	09/12/2022
				0602	11/26/2022
				1231	08/14/2022
				1302	10/28/2022
				1602	11/27/2022
				2231	08/15/2022
				2302	10/29/2022
				2602	11/28/2022
				3102	10/10/2022
				3231	08/16/2022
				3602	11/29/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				4102	10/11/2022
				4602	11/30/2022
				5602	12/01/2022
				9431	09/11/2022
				9502	11/25/2022
				2012	01/07/2023
				3012	01/08/2023
				3712	03/19/2023
				4012	01/09/2023
				5012	01/10/2023
				5712	03/21/2023
	Coconut Non-Dairy Beverage 12ct/32 fl oz cartons	045796100824	10045796101798	1531	09/13/2022
				2531	09/14/2022
				3231	08/16/2022
				4231	08/17/2022
				5102	10/12/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				6102	10/13/2022
				7102	10/14/2022
				1612	03/07/2023
				2612	03/08/2023
				2712	03/18/2023
				3612	03/09/2023
				8412	02/22/2023
	Oat Non-Dairy Beverage 12ct/32 fl oz cartons	45796100831	10045796101804	0231	08/13/2022
				0902	12/26/2022
				1102	10/08/2022
				1231	08/14/2022
				2102	10/09/2022
				4331	08/27/2022
				4402	11/10/2022
				5202	10/22/2022
				5331	08/28/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				5402	11/11/2022
				6202	10/23/2022
				6402	11/12/2022
				7202	10/24/2022
				7402	11/13/2022
				8402	11/14/2022
				8802	12/24/2022
				9402	11/15/2022
				9431	09/11/2022
				9802	12/25/2022
				0612	03/06/2023
				2212	01/27/2023
				3212	01/28/2023
				4212	01/29/2023
				6412	02/20/2023
				7412	02/21/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
	Soy Non-Dairy Beverage 12ct/32 fl oz cartons	45796100848	10045796101811	6331	08/29/2022
				7331	08/30/2022
				9202	10/26/2022
Lyons Ready Care	No Sugar Added 1.7 High Calorie High Protein Nutritional Drink Vanilla 12ct/32 fl oz cartons	045796100473	10045796100470	6602	12/02/2022
				7502	11/23/2022
				7602	12/03/2022
				8502	11/24/2022
	Plant-Based Protein Shake Vanilla 24ct/8.45 fl oz cartons	045796100800	10045796100807	5221	08/08/2022
				6221	08/09/2022
	Plant-Based Protein Shake Chocolate 24ct/8.45 fl oz cartons	045796100817	10045796100814	6221	08/09/2022
	Thickened Dairy Drink - Mildly Thick/Nectar Consistency 24ct/8 fl oz cartons	045796100435	10045796100432	0502	09/17/2022
				2202	08/20/2022
				3202	08/21/2022
				7202	08/25/2022
				8202	08/26/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				8402	09/15/2022
				9402	09/16/2022
				3712	01/18/2023
				4712	01/19/2023
				5212	12/01/2022
				5712	01/20/2023
				8512	01/03/2023
				8902	11/04/2022
				9902	11/05/2022
	Thickened Dairy Drink - Moderately Thick/Honey Consistency 24ct/8 fl oz cartons	045796100442	10045796100449	0102	08/08/2022
				4102	08/12/2022
				5102	08/13/2022
				6402	09/13/2022
				7402	09/14/2022
				8202	08/26/2022
				0012	11/06/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
	Thickened Dairy Drink - Mildly Thick/Nectar Consistency 12ct/32 fl oz cartons	045796100459	10045796100456	0102	08/08/2022
				1402	09/08/2022
				3402	09/10/2022
				4402	09/11/2022
				5702	10/12/2022
				3512	12/29/2022
				4512	12/30/2022
				7902	11/03/2022
	Thickened Dairy Drink - Moderately Thick/Honey Consistency 12ct/32 fl oz cartons	045796100466	10045796100463	1702	10/08/2022
				4512	12/30/2022
				5512	12/31/2022
				5902	11/01/2022
	2.0 High Calorie High Protein Nutritional Drink Butter Pecan 12ct/32 fl oz cartons	045796100497	10045796100494	6702	12/12/2022
				8302	11/04/2022
				1412	02/15/2023
				6312	02/10/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				9312	02/13/2023
				9902	01/04/2023
	2.0 High Calorie High Protein Nutritional Drink Chocolate 12ct/32 fl oz cartons	045796100503	10045796100500	9302	11/05/2022
				8212	02/02/2023
	2.0 High Calorie High Protein Nutritional Drink Vanilla 12ct/32 fl oz cartons	045796100916	10045796100913	3302	10/30/2022
				4002	10/01/2022
				4302	10/31/2022
				5002	10/02/2022
				5312	02/09/2023
				6312	02/10/2023
				6512	03/02/2023
				7512	03/03/2023
				8512	03/04/2023
				8902	01/03/2023
				9902	01/04/2023
Cafe Grumpy			00758524059003	4211	08/27/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
	Ready to Drink Cold Brew Coffee 4ct/11 fl oz cartons	UPC Carton 758524059089 UPC 4-Pack Wrap 758524059119		5211	08/28/2022
Tone It Up	Plant-Based Protein Shake Chocolate 4ct/11 fl oz cartons	UPC Carton 810745031944 UPC 4-Pack Wrap 810745031869	00810745032354	0321	08/18/2022
				1321	08/19/2022
	Plant-Based Protein Shake Vanilla 4ct/11 fl oz cartons	UPC Carton 810745031777 UPC 4-Pack Wrap 810745031784	00810745032361	0321	08/18/2022
Uproot	Oatmilk Organic Oats 18ct/8 fl oz cartons	860002915432	10860002915439	8502	02/22/2023
	Peamilk Chocolate 18ct/8 fl oz cartons	860002915449	10860002915446	8502	02/22/2023
				9502	02/23/2023
Organic Valley	Organic 1% Milkfat Lowfat Chocolate Milk 12ct/8 fl oz cartons	093966008388	00093966008548	4302	11/30/2022
				7331	09/29/2022
				8331	09/30/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
	Organic 1% Milkfat Lowfat Milk 12ct/8 fl oz cartons	093966008371	00093966008524	2302	10/29/2022
				3531	09/15/2022
				2531	09/14/2022
				3302	10/30/2022
				4002	10/01/2022
				4302	10/31/2022
	Organic Whole Milk 12ct/8 fl oz cartons	093966008180	00093966008531	3702	09/10/2022
				4702	09/11/2022
				5702	09/12/2022
Sated	Complete Keto Meal Shake Chocolate Flavor 12ct/11 fl oz cartons	857227007295	00857227007219	8331	12/04/2022
Aloha	Chocolate Sea Salt Plant-Based Protein 4ct/330ml cartons	UPC Carton 842096112355	10842096142359	0702	05/05/2023
				1702	05/06/2023
		UPC 4-Pack Wrap 842096122354		3221	10/05/2022
				4221	10/06/2022
				5431	02/04/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				6431	02/05/2023
				6821	12/07/2022
				8312	07/12/2023
				9312	07/13/2023
	Coconut Plant-Based Protein 4ct/330ml cartons	UPC Carton 842096112379 UPC 4-Pack Wrap 842096122378	10842096142373	1302	03/27/2023
				2221	10/04/2022
				5431	02/04/2023
				5821	12/06/2022
				7312	07/11/2023
	Vanilla Plant-Based Protein 4ct/330ml cartons	UPC Carton 842096112348 UPC 4-Pack Wrap 842096122347	10842096142342	0702	05/05/2023
				1221	10/03/2022
				2221	10/04/2022
				4821	12/05/2022
				5821	12/06/2022
				8811	08/31/2022
				7312	07/11/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
	Iced Coffee Plant-Based Protein 4ct/330ml cartons	UPC Carton 84209611 2386 UPC 4-Pack Wrap 842096122385	10842096142380	1702	05/11/2023
				8821	12/14/2022
				9821	12/15/2022
				0412	07/19/2023
				9312	07/18/2023
Rejuvenate	Muscle Health+ Vanilla 4ct/11 fl oz cartons	UPC Carton 629046504022 UPC 4-Pack Wrap 629046544028	629046564026	0011	10/02/2022
				0021	01/10/2023
				1011	10/03/2022
				1021	01/11/2023
				3602	08/26/2023
				4602	08/27/2023
				5602	08/28/2023
				6602	08/29/2023
				6911	01/06/2023
				7111	10/19/2022
				7911	01/07/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				8111	10/20/2022
				8911	01/08/2023
				9111	10/21/2022
				9901	10/01/2022
				9911	01/09/2023
	Muscle Health+ Chocolate 4ct/11 fl oz cartons	UPC Carton 629046504015 UPC 4-Pack Wrap 629046544011	629046564019	1021	01/11/2023
				1901	09/23/2022
				2021	01/12/2023
				2901	09/24/2022
				3021	01/13/2023
				3901	09/25/2022
				4021	01/14/2023
				4901	09/26/2022
				5021	01/15/2023
				5901	09/27/2022
				6021	01/16/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				6602	08/29/2023
				6901	09/28/2022
				7602	08/30/2023
				7901	09/29/2022
				8602	08/31/2023
				9111	10/21/2022
				9602	09/01/2023
Optimum Nutrition	Gold Standard 100% Whey Vanilla 12ct/11 fl oz cartons	748927064100	60748927064102	2321	08/20/2022
	Gold Standard 100% Whey Chocolate 12ct/11 fl oz cartons	748927064094	60748927064096	6521	09/13/2022
				7521	09/14/2022
Sweetie Pie Organics	Organic Lactation Smoothie Mango Banana 12ct/11.1 fl oz cartons	856334002780	(blank)	1721	09/28/2023
				9021	07/28/2023
	Organic Lactation Smoothie Apple Pear 12ct/11.1 fl oz cartons	856334002544	(blank)	4921	10/21/2023
				9021	07/28/2023
			30856334002811	0721	09/27/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
	Organic Lactation Smoothie Mango Banana 4ct/11.1 fl oz cartons	UPC Carton 856334002780 UPC 4-Pack Wrap 856334002810		1531	12/17/2023
				1721	09/28/2023
				2531	12/18/2023
				8702	03/18/2024
				9702	03/19/2024
	Organic Lactation Smoothie Apple Pear 4ct/11.1 fl oz cartons	UPC Carton 856334002544 UPC 4-Pack Wrap 856334002575	30856334002576	0531	12/16/2023
				1531	12/17/2023
				4921	10/21/2023
				6702	03/16/2024
				7702	03/17/2024
Intelligentsia	Cold Coffee 12ct/330ml cartons	800222000969	10800222000966	9212	12/07/2022
	Oat Latte 12ct/330ml cartons	800222000976	10800222000980	7112	01/04/2023
				8112	01/05/2023
Ensure Harvest	Ensure Harvest 1.2 Cal For Tube Feeding 24ct/8 fl oz cartons	070074679655	00070074679648	330224X00	10/01/2022
				340234X00	11/01/2022
				340244X00	11/01/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				340254X00	11/01/2022
				390104X00	4/1/2023
				390114X00	04/01/2023
PediaSure Harvest	PediaSure Harvest 1.0 Cal For Tube Feeding 24ct/8 fl oz cartons	070074679631	00070074679624	320184X00	09/01/2022
				330194X00	10/01/2022
				330204X00	10/01/2022
				330204X01	10/01/2022
				330214X00	10/01/2022
				350264X00	12/01/2022
				360274X00	01/01/2023
				360284X00	01/01/2023
				370014X00	02/01/2023
				370024X00	02/01/2023
				380034X00	03/01/2023
				380044X00	03/01/2023
				380054X00	03/01/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				380064X00	03/01/2023
				380074X00	03/01/2023
				380074X01	03/01/2023
				390084X00	04/01/2023
				390094X00	04/01/2023
Glucerna Original 8 fl oz tetra carton 24 count club case (sold only at Costco, BJ's Wholesale Club, and Sam's Club)	Chocolate 24ct/237ml cartons	070074685656	00070074685649	390184X00	07/01/2023
				400254X00	08/01/2023
				400264X00	08/01/2023
				400274X00	08/01/2023
				410364X00	09/01/2023
	Strawberry 24ct/237ml cartons	070074685670	00070074685663	390154X00	07/01/2023
				390164X00	07/01/2023
				390174X00	07/01/2023
				400244X00	08/01/2023
				410354X00	09/01/2023
		070074685632	00070074685625	390124X00	07/01/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
	Vanilla 24ct/237ml cartons			390134X00	07/01/2023
				390144X00	07/01/2023
				400194X00	08/01/2023
				400204X00	08/01/2023
				400214X00	08/01/2023
				400224X00	08/01/2023
				400234X00	08/01/2023
				410294X00	09/01/2023
				410304X00	09/01/2023
				410314X00	09/01/2023
				410334X00	09/01/2023
				410344X00	09/01/2023
Kate Farms	Pediatric Peptide 1.0 Vanilla 12ct/250ml cartons	811112030522	00811112030539	2031	10/24/2022
	Standard 1.0 Vanilla 12ct/325ml cartons	851823006638	00851823006683	5621	09/17/2022
				6621	09/18/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
	Nutrition Shake Coffee 12ct/11 fl oz cartons	811112030621	00811112030638	7621	09/19/2022
				7331	12/03/2022
				8031	11/04/2022
	Nutrition Shake Chocolate 12ct/11 fl oz cartons	811112030607	00811112030614	0602	03/01/2023
				1602	03/02/2023
				2621	09/19/2022
				2821	10/09/2022
				1821	10/08/2022
				6102	01/16/2023
				7031	11/03/2022
				7102	01/17/2023
	Nutrition Shake Vanilla 12ct/11 fl oz cartons	811112030584	00811112030591	0602	03/01/2023
				0621	09/17/2022
				5031	11/01/2022
				5102	01/15/2023
				6031	11/02/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				6102	01/16/2023
				9502	02/28/2023
	Standard 1.4 Plain 12ct/325ml cartons	811112030010	00811112030027	8031	11/04/2022
	Peptide 1.5 Plain 12ct/325ml cartons	851823006461	00851823006379	9031	11/05/2022
	Pediatric Standard 1.2 Vanilla 12ct/250ml cartons	851823006904	00851823006997	0031	10/27/2022
				0431	12/06/2022
				1221	08/09/2022
				1431	12/07/2022
				1521	09/08/2022
				2221	08/10/2022
				2521	09/09/2022
				3131	11/09/2022
				6302	02/05/2023
				7302	02/06/2023
				2512	06/01/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				3512	06/02/2023
				4512	06/03/2023
				5512	06/04/2023
				6512	06/05/2023
	Pediatric Peptide 1.5 Vanilla 12ct/250ml cartons	851823006874	00851823006201	0031	10/27/2022
				1031	10/28/2022
				3221	08/11/2022
				3531	12/19/2022
				4221	08/12/2022
				4531	12/20/2022
				6131	11/12/2022
				6721	10/03/2022
				7131	11/13/2022
Pirq	Plant Protein Decadent Chocolate 12ct/325ml cartons	857690008065	00857690008164	3521	09/10/2022
				4131	11/10/2022
				4431	12/10/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				4502	02/23/2023
				5131	11/11/2022
				5502	02/24/2023
				6502	02/25/2023
				6921	10/23/2022
				7502	02/26/2023
				8102	01/18/2023
				9102	01/19/2023
				9802	03/30/2023
				5412	05/25/2023
				6412	05/26/2023
				7412	05/27/2023
				8012	04/18/2023
				9012	04/19/2023
	Plant Protein Caramel Coffee 12ct/325ml cartons	857690008089	00857690008140	0202	01/15/2023
				0902	05/30/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				0921	10/12/2022
				1202	01/16/2023
				5131	11/06/2022
				6131	11/07/2022
				7502	04/27/2023
				8502	04/28/2023
				9221	08/12/2022
				9802	05/29/2023
				9821	10/11/2022
				8412	07/27/2023
				9412	07/28/2023
	Plant Protein Golden Vanilla 12ct/325ml cartons	857690008041	00857690008157	0131	11/06/2022
				1131	11/07/2022
				2502	02/21/2023
				3131	11/09/2022
				3502	02/22/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				4431	12/10/2022
				4502	02/23/2023
				5921	10/22/2022
				7421	09/04/2022
				8102	01/18/2023
				8421	09/05/2022
				3412	05/23/2023
				4412	05/24/2023
				5012	04/15/2023
	Plant Protein Decadent Chocolate 4ct/325ml cartons	UPC Carton 857690008065 UPC 4-Pack Wrap 857690008317	00857690008294	3521	09/10/2022
				4131	11/10/2022
				4431	12/10/2022
				4521	09/11/2022
				5431	12/11/2022
				5502	02/24/2023
				6502	02/25/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				9012	04/19/2023
	Plant Protein Caramel Coffee 4ct/325ml cartons	UPC Carton 857690008089	00857690008270	0202	01/20/2023
		UPC 4-Pack Wrap 857690008263		0902	05/30/2023
				5131	11/11/2022
				6131	11/12/2022
				8412	07/27/2023
	Plant Protein Golden Vanilla 4ct/325ml cartons	UPC Carton 857690008041	00857690008287	0521	09/07/2022
		UPC 4-Pack Wrap 857690008256		1521	09/08/2022
				2131	11/08/2022
				2521	09/09/2022
				2531	12/18/2022
				3131	11/09/2022
				3502	02/22/2023
				3531	12/19/2022
				4502	02/23/2023
				8221	08/16/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				9221	08/17/2022
				4412	05/24/2023
				6012	04/16/2023
				7012	04/17/2023
	Plant Protein Very Strawberry 12ct/325ml cartons	857690008300	00857690008331	4502	04/24/2023
		4412		07/23/2023	
		5412		07/24/2023	
		7012		06/16/2023	
		8012		06/17/2023	
	Plant Protein Very Strawberry 4ct/325ml cartons	UPC Carton 857690008300	00857690008324	7012	06/16/2023
		UPC 4-Pack Wrap 857690008317			
Oatly	Oat-Milk Barista Edition 18ct/11 fl oz cartons	1090646630126	20190646630120	3231	19Nov2022 LM
	Oat-Milk Chocolate 18ct/11 fl oz cartons	190646630157	20190646630151	0502	19Feb2023 LM

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				2202	22Jan2023 LM
				5531	21Dec2022 LM
				6231	22Nov2022 LM
				6531	22Dec2022 LM
				7231	23Nov2022 LM
				7531	23Dec2022 LM
				8402	17Feb2023 LM
				8802	29Mar2023 LM
				9402	18Feb2023 LM
				9802	30Mar2023 LM
	Oat-Milk 18ct/11 fl oz cartons	190646630133	20190646630137	1202	21Jan2023 LM

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				2202	22Jan2023 LM
				3231	19Nov2022 LM
				4102	14Jan2023 LM
				4231	20Nov2022 LM
				4531	20Dec2022 LM
				5231	21Nov2022 LM
				5531	21Dec2022 LM
				6402	15Feb2023 LM
				7802	28Mar2023 LM
				8802	29Mar2023 LM
	Oat-Milk Barista Edition 12ct/32 fl oz slim	190646630058	190646630055	0202	20Jan2023 LM

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
	cartons (Food Service Channel)			0321	18Aug2022 LM
				0502	19Feb2023 LM
				1031	28Oct2022 LM
				1202	21Jan2023 LM
				1321	19Aug2022 LM
				2031	29Oct2022 LM
				2502	21Feb2023 LM
				3031	30Oct2022 LM
				3202	23Jan2023 LM
				3331	29Nov2022 LM
				3502	22Feb2023 LM

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				3721	30Sep2022 LM
				3802	24Mar2023 LM
				4502	23Feb2023 LM
				4721	01Oct2022 LM
				4802	25Mar2023 LM
				5502	24Feb2023 LM
				5531	21Dec2022 LM
				5721	02Oct2022 LM
				5802	26Mar2023 LM
				6231	22Nov2022 LM
				6502	25Feb2023 LM

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				6531	22Dec2022 LM
				6802	27Mar2023 LM
				7231	23Nov2022 LM
				7531	23Dec2022 LM
				7802	28Mar2023 LM
				8231	24Nov2022 LM
				8531	24Dec2022 LM
				9102	19Jan2023 LM
				9221	17Aug2022 LM
				9231	25Nov2022 LM
				0112	20Apr2023 LM

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				1112	21Apr2023 LM
				2902	02Apr2023 LM
				3902	03Apr2023 LM
				4902	04Apr2023 LM
				6112	26Apr2023 LM
				9012	19Apr2023 LM
Premier Protein	Chocolate 12ct/330ml cartons	643843714477	00643843714200	0402 / 2040BT	4/9/2023
				4002 / 2004BT	3/4/2023
				5002 / 2005BT	3/5/2023
				6002 / 2006BT	3/6/2023
				9302 / 2039BT	4/8/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				2412 / 2142BT	7/20/2023
				3412 / 2143BT	7/21/2023
				4612 / 2164BT	8/11/2023
				5612 / 2165BT	8/12/2023
				6612 / 2166BT	8/13/2023
	Vanilla 18ct/330ml cartons	643843715351	00643843718642	2431 / 1342BT	2/5/2023
				2702 / 2072BT	5/11/2023
				3802 / 2083BT	5/22/2023
				4702 / 2074BT	5/13/2023
				5702 / 2075BT	5/14/2023
				6702 / 2076BT	5/15/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				0012 / 2100BT	6/8/2023
				1012 / 2101BT	6/9/2023
				1212 / 2121BT	6/29/2023
				1612 / 2161BT	8/8/2023
				2012 / 2102BT	6/10/2023
				2212 / 2122BT	6/30/2023
				3012 / 2103BT	6/11/2023
				4012 / 2104BT	6/12/2023
	Chocolate 18ct/330ml cartons	643843715344	00643843718581	3431 / 1343BT	2/6/2023
				9712 / 2179BT	8/26/2023
	Vanilla 12ct/330ml cartons	643843714507	00643843713944	3202 / 2023BT	3/23/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				4202 / 2024BT	3/24/2023
				4802 / 2084BT	5/23/2023
				5202 / 2025BT	3/25/2023
				5802 / 2085BT	5/24/2023
				6802 / 2086BT	5/25/2023
				7102 / 2017BT	3/17/2023
				8102 / 2018BT	3/18/2023
				0612 / 2160BT	8/7/2023
				4902 / 2094BT	6/2/2023
				9512 / 2159BT	8/6/2023
	Vanilla 4ct/330ml cartons	UPC Carton 643843714507	00643843714736	0102 / 2010BT	3/10/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
		UPC 4-Pack Wrap 643843714514		1402 / 2041BT	4/10/2023
				1602 / 2061BT	4/30/2023
				2402 / 2042BT	4/11/2023
				2502 / 2052BT	4/21/2023
				2602 / 2062BT	5/1/2023
				3302 / 2033BT	4/2/2023
				3402 / 2043BT	4/12/2023
				3602 / 2063BT	5/2/2023
				4202 / 2024BT	3/24/2023
				4302 / 2034BT	4/3/2023
				5202 / 2025BT	3/25/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				5302 / 2035BT	4/4/2023
				6302 / 2036BT	4/5/2023
				6802 / 2086BT	5/25/2023
				7002 / 2007BT	3/7/2023
				7302 / 2037BT	4/6/2023
				7802 / 2087BT	5/26/2023
				8002 / 2008BT	3/8/2023
				8302 / 2038BT	4/7/2023
				9002 / 2009BT	3/9/2023
				9302 / 2039BT	4/8/2023
				4902 / 2094BT	6/2/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				5902 / 2095BT	6/3/2023
				6902 / 2096BT	6/4/2023
				7902 / 2097BT	6/5/2023
				8902 / 2098BT	6/6/2023
	Café Latte 4ct/330ml cartons	UPC Carton 643843716686 UPC 4-Pack Wrap 643843716679	00643843716662	3212 / 2123BT	7/1/2023
				4212 / 2124BT	7/2/2023
				5212 / 2125BT	7/3/2023
				6212 / 2126BT	7/4/2023
				7212 / 2127BT	7/5/2023
	Café Latte 12ct/330ml cartons	643843716686	643843716624	0402 / 2040BT	4/9/2023
	Café Latte 18ct/330ml cartons	643843716655	00643843718567	8212 / 2128BT	7/6/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
	Vanilla 15ct/330ml cartons	643843714507	00643843720461	5902 / 2095BT	6/3/2023
MRE	Cookies & Cream Protein Shake 4ct/330ml cartons	UPC Carton 810044573893 UPC 4-Pack Wrap 810044573961	10810044573968	5421	09/02/2022
				6421	09/03/2022
				2112	04/22/2023
				3112	04/23/2023
				9612	06/18/2023
	Milk Chocolate Protein Shake 4ct/330ml cartons	UPC Carton 810044573916 UPC 4-Pack Wrap 810044573947	10810044573944	6421	09/03/2022
				7421	09/04/2022
				3112	04/23/2023
				4112	04/24/2023
				5112	04/25/2023
	Salted Caramel Protein Shake 4ct/330ml cartons	UPC Carton 810044573923 UPC 4-Pack Wrap 810044573930	10810044573937	4421	09/01/2022
				5421	09/02/2022
				1112	04/21/2023
				2112	04/22/2023
				7612	06/16/2023

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				8612	06/17/2023
	Vanilla Milk Shake Protein Shake 4ct/330ml cartons	UPC Carton 810044573909	10810044573951	2421	08/30/2022
				3421	08/31/2022
		UPC 4-Pack Wrap 810044573954		4421	09/01/2022
				0112	04/20/2023
				1112	04/21/2023
				6612	06/15/2023
				7612	06/16/2023
Stumptown	Cold Brew Coffee With Oat Milk Original 12ct/325ml cartons	855186006878	108551860006875	0802	10/17/2022
				5202	08/23/2022
				6202	08/24/2022
				3312	12/09/2022
				4312	12/10/2022
	Cold Brew Coffee With Oat Milk Horchata 12ct/325ml cartons	855186006892	108551860006892	1802	10/18/2022
			6202	08/24/2022	
			7202	08/25/2022	

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
			4312	12/10/2022	
			5312	12/11/2022	
	Cold Brew Coffee With Oat Milk Chocolate 12ct/325ml cartons	855186006885	10855186006882	1802	10/18/2022
				2802	10/19/2022
				7202	08/25/2022
				8202	08/26/2022
				6312	12/12/2022
	Cold Brew Coffee With Cream & Sugar Chocolate 12ct/325ml cartons	855186006861	08551860006861	2802	10/19/2022
				0412	12/16/2022
				1412	12/17/2022
	Cold Brew Coffee with Cream & Sugar Original 12ct/325ml cartons	855186006847	108551860006844	9202	08/27/2022
				2312	12/08/2022
				3312	12/09/2022
Imperial	Thickened Dairy Drink - Mildly Thick/Nectar Consistency 24ct/8 fl oz cartons	074865945493	10074865945490	0502	09/17/2022
				1102	08/09/2022
				2102	08/10/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				3102	08/11/2022
				7602	10/04/2022
				8602	10/05/2022
				0012	11/06/2022
				2212	11/28/2022
				3212	11/29/2022
				4212	11/30/2022
				5712	01/20/2023
				6712	01/21/2023
				9902	11/05/2022
	Thickened Dairy Drink - Moderately Thick/Honey Consistency 24ct/8 fl oz cartons	074865945509	10074865945506	3102	08/11/2022
				4102	08/12/2022
				7402	09/14/2022
				8402	09/15/2022
				8602	10/05/2022
				9202	08/27/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				9602	10/06/2022
				4212	11/30/2022
				6212	12/02/2022
	Thickened Dairy Drink - Mildly Thick/Nectar Consistency 12ct/32 fl oz cartons	734730556154	10734730556151	1402	09/08/2022
				2402	09/09/2022
				2702	10/09/2022
				3402	09/10/2022
				3702	10/10/2022
				4702	10/11/2022
				2512	12/28/2022
				3512	12/29/2022
				6902	11/02/2022
	Thickened Dairy Drink - Moderately Thick/Honey Consistency 12ct/32 fl oz cartons	734730556147	10734730556144	0402	09/07/2022
				1702	10/08/2022
				2702	10/09/2022
				5902	11/01/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				6902	11/02/2022
				7212	12/03/2022
	Med Plus NSA 1.7 Vanilla Nutritional Drink 12ct/32 fl oz cartons	734730310749	10734730310746	0902	12/26/2022
				1431	09/03/2022
				7131	08/10/2022
				8102	10/15/2022
				1312	02/05/2023
				1902	12/27/2022
	Med Plus 2.0 Vanilla Nutritional Drink 12ct/32 fl oz cartons	074865927307	10074865927304	0431	09/02/2022
				0702	12/06/2022
				5002	10/02/2022
				5302	11/01/2022
				6002	10/03/2022
				6302	11/02/2022
				7131	08/10/2022
				7302	11/03/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				7331	08/30/2022
				8131	08/11/2022
				8602	12/04/2022
				9131	08/12/2022
				9331	09/01/2022
				9602	12/05/2022
				2312	02/06/2023
				3312	02/07/2023
				7112	01/22/2023
				8112	01/23/2023
				8612	03/14/2023
	Med Plus 2.0 Butter Pecan Nutritional Drink 12ct/32 fl oz cartons	074865927321	10074865927328	0231	08/12/2022
				0231	08/13/2022
				0702	12/06/2022
				1702	12/07/2022
				6702	12/12/2022

Brand	Description	UPC Carton	UPC Case (If Sold in Cases)	Lot Code	Best By Date
				7102	10/14/2022
				8302	11/04/2022
				8431	09/10/2022
				9131	08/12/2022
				0012	01/05/2023
				1412	02/15/2023
				9512	03/05/2023
				9902	01/04/2023