

LEGAL NOTICE

IF YOU BOUGHT GT'S KOMBUCHA PRODUCTS BETWEEN MARCH 11, 2011 AND FEBRUARY 27, 2017, YOU COULD RECEIVE A CASH PAYMENT OR PRODUCT VOUCHER FROM A CLASS ACTION SETTLEMENT.

Para una notificación en Español, por favor llame o visite nuestro website.

A settlement has been proposed in a class action lawsuit alleging that Millennium Products mislabeled the antioxidant, alcohol, and sugar content or caused product loss owing to the secondary fermentation of GT's Kombucha Products. The settlement will provide up to \$8.25 million to pay claims of customers who bought GT's Kombucha Products at retail between March 11, 2011 and February 27, 2017.

The United States District Court for the Central District of California authorized this notice. Before any money is paid, the Court will have a hearing to decide whether to approve the settlement.

WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?

All persons in the United States and United States Territories who purchased at retail, between March 11, 2011 and February 27, 2017 (the "Class Period"), products within GT's Classic Kombucha, GT's Classic Synergy, GT's Enlightened Kombucha, and GT's Enlightened Synergy lines of kombucha products.

A full list of the "Subject Products" at issue in the settlement is available at the website www.millennium-settlement.com or by calling 1-855-551-7371.

WHAT IS THIS CASE ABOUT?

The lawsuit claims that Millennium mislabeled the Subject Products by or caused product loss by:

(i) using the term "antioxidant" on the labels of the Subject Products despite the fact that the Subject Products allegedly do not contain antioxidants.

(ii) labeling and advertising GT's Enlightened Kombucha and Enlightened Synergy products as non-alcoholic when the fermentation of the products allegedly causes the products to contain more than

the amount of alcohol permitted for non-alcoholic beverages.

(iii) understating the sugar content of the Subject Products on the labels of the Subject Products or failing to include added sugar as a listed ingredient despite the fact that the Subject Products allegedly contain sugar as an added ingredient.

The lawsuit also alleges that Whole Foods Market, Inc. violated the law by reselling kombucha products allegedly mislabeled. Defendants deny that they did anything wrong or unlawful, and assert that the product labels at issue were truthful, not misleading, and consistent with the law.

WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

The settlement provides up to a maximum fund of \$8.25 million to resolve the lawsuit. This fund will pay (i) money or product vouchers to Class Members who submit valid Claim Forms on or before **May 30, 2017**, (ii) Settlement Administration Expenses, (iii) an Incentive Award to the Class Representatives and Related Plaintiffs, and (iv) Attorneys' Fees and Expenses.

Class Members who submit valid Claim Forms, on or before **May 30, 2017**, may be entitled to receive a **\$3.50** cash payment for each Subject Product purchased within the Class Period, **up to a total of \$35.00, without providing Proof of Purchase**. Class Members may receive **up to \$60.00** based on the retail value of the Subject Products if they submit **Proofs of Purchase** for each Subject Product(s) purchased within the Class Period.

In the alternative, Class Members who submit valid Claim Forms, on or before **May 30, 2017**, may be entitled to receive a product voucher redeemable for a free Millennium product for each Subject Product within the Class Period, up to a total of **\$35.00 worth of product vouchers, without providing Proof of Purchase**. For claims

administration purposes, each voucher will be assigned a cash value of \$3.50, although the actual value of the voucher will depend on the price of Millennium products at your preferred retailer.

Class Members who claim more than \$35.00 in vouchers must submit Proofs of Purchase establishing purchase(s) during the Class Period for each Subject Product claimed in excess of \$35.00 and may receive **up to \$60.00** in product vouchers based on the retail value of the Subject Products **shown in the Proofs of Purchase**.

Millennium has also agreed (i) not to use the phrase “antioxidant” on the labels of the Subject Products; (ii) to include alcohol warnings on the labels of Subject Products within its Enlightened product lines; (iii) to regularly test the alcohol and sugar content of the Subject Products and make label adjustments as necessary; (iv) to update its alcohol testing methodology if a new industry-wide standard for testing alcohol in kombucha develops; and (v) to include warnings on the labels of the Subject Products that the products may leak or gush if not properly refrigerated.

For details about the proposed settlement, including Claim Forms and the settlement agreement, visit www.millennium-settlement.com.

WHO REPRESENTS YOU?

The Court appointed the law firm Bursor & Fisher, P.A. to represent you as class counsel.

WHAT ARE YOUR OPTIONS?

If you are a Class Member, you may (1) do nothing; (2) exclude yourself; (3) send in a Claim Form; (4) object to the settlement; and/or (5) go to a hearing about the fairness of the settlement.

If you do not want to be legally bound by the settlement, you must exclude yourself by letter postmarked by July 3, 2017.

If you exclude yourself, you cannot receive a cash payment or product voucher from this settlement, but you can sue, or continue to sue, Millennium, Whole Foods, or other stores selling GT’s kombucha products regarding the claims in this case.

If you do not exclude yourself from the Class, you may submit a Claim Form and/or object to the settlement by **July 3, 2017**.

The detailed or “Long Form” notice, available at www.millennium-settlement.com, explains how to exclude yourself or object. You may also call **1-855-551-7371** for details.

The Court will hold a hearing in this case on **July 31, 2017** in Courtroom 6A, 6th Floor of the U.S. Courthouse, 350 West 1st Street, Los Angeles, CA 90012. At this hearing, the Court will consider whether to approve the settlement and whether to approve class counsel’s application for attorneys’ fees, expenses, and incentive awards. Defendants will have the right to challenge the amounts of attorneys’ fees and expenses requested.

The motion(s) by class counsel for those fees and expenses and the incentive awards will be available on the Settlement Website after they are filed and before the hearing.

You may appear at the hearing, but you do not have to. You do not need to retain an attorney to appear at the hearing, but you have the right to do so.

HOW CAN YOU GET MORE INFORMATION?

To receive more information about the settlement, you can get a detailed notice and other information, including details on how to object and/or exclude yourself from the settlement, by visiting www.millennium-settlement.com, calling 1-855-551-7371, and writing to **Millennium Settlement Claims Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103**.

Do not contact the Court, Millennium Products, or Whole Foods concerning this notice or the lawsuit.