

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

**IF YOU PURCHASED
K CUP® SINGLE SERVE COFFEE PODS LABELED AS RECYCLABLE
YOU MAY BE ENTITLED TO MONEY AND OTHER BENEFITS**

THIS NOTICE AFFECTS YOUR RIGHTS.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY JANUARY 9, 2023	The only way to get a Cash Payment.
EXCLUDE YOURSELF BY OCTOBER 24, 2022	Get no Settlement benefits. Remove yourself from both the Settlement and the lawsuit.
OBJECT BY OCTOBER 24, 2022	Write to the Court about why you don't like the Settlement.
DO NOTHING	Get no Cash Payment. Give up your rights.

Please read this entire Class Notice carefully.

Your rights and options – **and the deadlines to exercise them** – are explained in this Notice.

WHAT IS THIS LAWSUIT ABOUT?

A proposed settlement has been reached in a class action lawsuit about the labeling and advertising of K Cup® single serving coffee pods labeled as recyclable. The Plaintiffs in the case being settled allege that the packaging and advertising for these products misled consumers to believe that the Products were widely recyclable. Defendant Keurig Green Mountain, Inc. (“Keurig”) denies all the Plaintiffs’ allegations and is entering into this Settlement to avoid burdensome and costly litigation. The Settlement is not an admission of wrongdoing. The Court has not decided who is right and who is wrong.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

You are a member of the Class if you purchased K Cup® single serving coffee pods labeled as recyclable in the United States for personal, family or household purposes during the time period from June 8, 2016, through August 8, 2022. The K Cup® single serve coffee pods labeled as recyclable at issue in the litigation are referred to as the “Challenged Products.”

The following Persons are excluded from the Settlement Class: (a) Keurig; (b) Keurig’s Affiliates (as further defined in the Settlement), (c) the officers, directors, or employees of Keurig and its Affiliates and their immediate family; (d) any legal representative, heir, or assign of Keurig; (e) all federal court judges who have presided over this Action and their immediate family members; (f) the Hon. Morton Denlow (Ret.) and his immediate family members; (g) all Persons who submit a valid and timely Request for Exclusion from the Class; and (h) those who purchased the Challenged Products for the purpose of resale.

THE SETTLEMENT BENEFITS – WHAT YOU MAY GET

INJUNCTIVE RELIEF

Keurig will not represent that K Cup® pods are recyclable without clearly and prominently including the following qualifying statement: “Check Locally – Not Recycled in Many Communities.” Keurig must also increase the font size of its qualifying statement on all labels and packaging.

CASH PAYMENTS FROM THE CLAIM PROCESS

Keurig will pay a total of \$10 million in cash for payment of approved Class Member claims, certain notice and administrative costs, incentive awards to the named Plaintiffs, and attorneys’ fees and costs. If you purchased one or more Challenged Products, you are eligible to receive a Cash Payment. The amount to which you may be eligible will depend on the statements in your Claim Form. Details are provided below.

HOW YOU GET SETTLEMENT BENEFITS – SUBMITTING A CLAIM FORM

HOW CAN I RECEIVE BENEFITS UNDER THE SETTLEMENT?

You must return a Claim Form to receive a Cash Payment under the Settlement. A copy of the Claim Form is included in this Notice Package. Claim Forms are also available at www.kcupsrecyclingsettlement.com or by calling **1-833-620-3588**.

HOW MUCH WILL I RECEIVE?

Cash Payments

A. No Proof of Purchase – \$5 per Household

If you elect to receive the Cash Payment and do not have any proof of purchase, such as a receipt, you may be eligible to receive \$5 per Household.

B. With Proof of Purchase – \$36 Maximum Payment

If you elect to receive the Cash Payment and have proof of purchase, you are eligible to receive \$3.50 per 100 pods purchased. The maximum Cash Payment is \$36 per Household and the minimum total payment is \$6 if you have proof of purchase for your purchases.

DO I NEED TO HAVE MY RECEIPTS TO PARTICIPATE IN THE SETTLEMENT?

You do **not** need to submit proof of purchase if you are submitting a claim for Challenged Products. However, you may be eligible to receive up to \$31 more in cash than the \$5 minimum if you have proof of purchase, such as receipts, email order or shipping confirmations.

HOW DO I SEND IN A CLAIM?

The Claim Form is simple and easy to complete.

The Claim Form requires that you provide:

- Your name, mailing address, and other contact information; AND
- The approximate number of pods that you purchased, the particular pods you purchased, and the approximate date(s) within the Class Period when you purchased the pods; AND
- Your signature, under penalty of perjury, confirming that the information provided is true and correct; AND
- If filing a claim with proof of purchase, a receipt or receipts showing each Challenged Product purchase on which the claim is based, or other similar documentation that reflects an eligible purchase (i.e., email order or shipping confirmations). You do not need to submit any documentation to file a claim without proof of purchase.

Please return a Claim Form if you think that you have a claim. Returning a Claim Form is the only way to receive a payment from this Settlement. No claimant or Household may submit more than one Claim Form, and two or more claimants may not submit Claim Forms for the same alleged purchases or Household.

The Claim Administrator may request additional information if the Claim Form is insufficient to process your claim. Failure to provide any requested documentation may result in the denial of your claim and may limit the type of remedy you receive.

WHEN IS THE CLAIM FORM DUE?

You must file your claim, so that it is postmarked or submitted online no later than 11:59 p.m. Pacific Time, on **January 9, 2023**.

WHO DECIDES MY CLAIM?

The Claim Forms will be reviewed by an independent Claim Administrator according to criteria agreed to by the parties.

The Claim Administrator may contact you or other Persons listed in your Claim Form if he or she needs additional information or otherwise wants to verify information in your Claim Form.

The Claim Administrator's determination is final. Neither you nor Keurig can appeal or contest the decision of the Claim Administrator.

WHEN WOULD I GET MY PAYMENT?

The Court will hold a hearing on **December 8, 2022, at 2:00 p.m. PT** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain how long these appeals will take to resolve, but resolving them can take more than a year.

WHAT IF THE FUND IS TOO SMALL? TOO LARGE?

If the total amount of cash claims, certain notice and administrative costs, incentive awards to the named Plaintiffs, and attorneys' fees and costs exceeds the cash balance, all Approved Claims for Cash Payments will be reduced pro rata, based on the respective dollar amounts of the Approved Claims, until the total aggregate of Approved Claims equals the cash balance.

If, after everyone sends in Claim Forms, the total of all Approved Claims, certain notice and administrative costs, incentive awards to the named Plaintiffs, and attorneys' fees and costs are *less than* the cash balance, the unused money will be donated to the Ocean Conservancy (75%) and Consumer Reports, Inc. (25%), nonprofit foundations that will donate the funds to charitable organizations that best serve the needs of the Class. Such funds will not be returned to Keurig.

WHAT HAPPENS IF I DO NOTHING AT ALL?

You *must* return a Claim Form to receive any payment. If you do nothing, you will get no money from the Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Keurig or any affiliated entities about the legal issues in this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

HOW DO I GET OUT OF THE SETTLEMENT?

If you do not wish to be included in the Class and receive Settlement benefits, you must send a written request stating that you want to be excluded from this lawsuit. In order for your exclusion request to be valid, it must: (1) contain your name, current postal address, current telephone number, any email address, and your original signature; (b) reference the name of the Action, "*Smith v. Keurig Green Mountain, Inc.*, Case No. 4:18-CV-06690-HSG;" and (c) be postmarked no later than **October 24, 2022**, and mailed to:

Smith v. Keurig Green Mountain
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

If you asked to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Keurig or any affiliated entity in the future.

If you have a pending lawsuit against Keurig, speak to your lawyer immediately. You may need to exclude yourself from this lawsuit in order to continue your own lawsuit. Remember, the exclusion deadline is **October 24, 2022**.

THE LAWYERS REPRESENTING YOU

DO I HAVE LAWYERS IN THIS CASE?

The Court appointed the Lexington Law Group and Shapiro Haber & Urmy to represent you and the other Class Members. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to award them attorneys' fees and expenses. Class Counsel will make an application to the Court for an amount up to \$3,000,000 in attorneys' fees, plus their out-of-pocket expenses.

One of the named Plaintiffs, Kathleen Smith, will also ask the Court to award her an amount not to exceed \$5,000 for her time and effort acting as Plaintiff and for her willingness to bring this litigation and act on behalf of consumers. One of the named Plaintiffs, Matthew Downing, will ask the Court to award him an amount not to exceed \$1,000 for his time and effort acting as a Plaintiff and for his willingness to bring this litigation and act on behalf of consumers. These amounts, if approved by the Court, will be paid from the Claim Fund.

OBJECTING TO THE SETTLEMENT

HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a Class Member, you can object to the Settlement if you do not like any part of it and the Court will consider your views. In order for your objection to be valid, you must send a letter to the Court and the Parties and it must reference the name of the Action, "*Smith v. Keurig Green Mountain, Inc.*, Case No. 4:18-CV-06690-HSG (N.D. California)," and contain: (a) your name, current postal address, current telephone number, and any email address; and if represented by counsel, the name and email address of your counsel; (b) a written statement of all grounds for the objection, accompanied by any legal support for such objection; (c) a written statement whether you intend to appear at the Final Approval Hearing, either with or without counsel; (d) *a statement under penalty of perjury that you purchased Keurig K Cup® Pods labeled as "Recyclable" that are at issue in the litigation in the United States during the during the time period of June 8, 2016 through August 8, 2022, including all other information required in a Claim Form;* and (e) a detailed list of any other objections submitted by you, or your counsel, to any class actions submitted in any court in the United States in the past five (5) years. If you or your counsel have not objected to any other class action settlement in the United States in the past five (5) years, you must state so. This objection **must be postmarked** no later than **October 24, 2022**. Send your objection to:

Clerk of the Court
United States District Court
Northern District of California (Oakland Division)
1301 Clay Street
Oakland, CA 94612

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 only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class or the lawsuit. You cannot request an exclusion **and** object to the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

RELEASE OF CLASS MEMBERS' CLAIMS AND DISMISSAL OF LAWSUIT

IN RETURN FOR THESE SETTLEMENT BENEFITS, WHAT AM I GIVING UP?

If the Court approves the proposed Settlement and you do not request to be excluded from the Class, you must release (give up) all claims that are subject to the Released Claims, and the case will be dismissed on the merits and with prejudice. The Released Claims include all claims that were or could have been raised based on the facts alleged in the lawsuit. A copy of the release is attached to this Notice as Exhibit 1. **If you remain in the Class, you may not assert any of those claims in any other lawsuit or proceeding. This includes any other lawsuit or proceeding already in progress.**

THE FINAL APPROVAL HEARING

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Judge will hold a Final Approval Hearing at **2:00 p.m. PT** on **December 8, 2022**, at the United States District Court for the Northern District of California 1301 Clay Street, Oakland, CA 94612, in Courtroom 2 on the 4th Floor (It is possible that the Judge will decide to hold the hearing by Zoom or teleconference). At this hearing, the Judge will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Judge will consider them. The Judge will listen to Class Members who have asked to speak at the hearing. Any Class Member wishing to be heard orally with respect to approval of the Settlement is required to provide written notice of his or her intention to appear at the Final Approval Hearing no later than **October 24, 2022**

After the hearing, the Judge will decide whether to approve the Settlement. We do not know how long this decision will take.

DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Judge may have; however, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you delivered your written objection on time, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This Notice summarizes the proposed Settlement. More details are in the Stipulation of Settlement. You can get a copy of the Stipulation of Settlement by writing to *Smith v. Keurig Green Mountain*, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391 or on the Settlement Website at www.kcupsrecyclingsettlement.com.

If you have questions about how to complete a Claim Form, you can call the Claim Administrator at **1-833-620-3588**. You can also contact attorneys for the Class at www.lexlawgroup.com.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION OR ADVICE

Exhibit 1 – Released Claims

[Excerpted from pages 19-21 of the Stipulation of Settlement]

RELEASES

A. As of the Effective Date, and except as to such rights or claims as may be created by this Stipulation, in consideration of the settlement obligations set forth herein, all Releasing Parties, whether individual, class, representative, legal, equitable, administrative, direct or indirect, or any other type or in any other capacity, release and forever discharge all Released Parties from any and all claims, demands, rights, causes of action, suits, petitions, complaints, damages of any kind, liabilities, debts, punitive or statutory damages, penalties, losses, and issues of any kind or nature whatsoever, asserted or unasserted, known or unknown, suspected or unsuspected (including, but not limited to, any and all claims relating to or alleging deceptive or unfair business practices, false or misleading advertising, intentional or negligent misrepresentation, negligence, concealment, omission, unfair competition, promise without intent to perform, unsuitability, unjust enrichment, and any and all claims or causes of action arising under or based upon any statute, act, ordinance, or regulation governing or applying to business practices generally), existing now or in the future, arising out of or related to (1) Recycling Representations made with respect to the Challenged Products prior to the Graphics Transition End Date and/or (2) Settlement Recycling Representations made with respect to the Challenged Products, provided, however, that this release shall not apply to claims or causes of action arising from a final determination or regulation made by a governmental entity pursuant to statute (such as California S.B. 343) that the Challenged Products, polypropylene products, or polypropylene products of the Challenged Products' dimensions (with such dimensions specified by such governmental entity) are not recyclable under such statute and are not otherwise permitted to make a qualified statement substantially similar to the Settlement Recycling Representation. For the purposes of this paragraph, a Recycling Representation shall be considered to have been "made," with respect to printed materials, as of the date of printing.

B. No Released Party that complies with the terms set forth in Section III.A herein shall be liable for another party's failure to comply with such terms, nor shall the failure of any entity to comply with the terms set forth in Section III.A herein void or limit in any way the release provided to the Released Parties that comply with such terms. A Noncompliant Partner Brand shall be solely responsible for the failure of any Noncompliant Partner Brand Products to comply with the terms set forth in Section III.A herein, and Defendant's manufacture, sale or distribution of Noncompliant Partner Brand Products shall not be deemed

noncompliance with the terms set forth in Section III.A herein and shall not void or limit in any way the release otherwise provided to Defendant and the other Released Parties.

C. With respect to the Released Claims, each Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits conferred by any law of any state of the United States, or principle of common law or otherwise, which is similar, comparable, or equivalent to section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Class Members understand and acknowledge the significance of these waivers of California Civil Code section 1542 and any other applicable federal, state or other statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

D. The Parties shall be deemed to have agreed that the release set forth herein will be and may be raised as a complete defense to and will preclude any action or proceeding against any of the Released Parties based on the Released Claims.

E. As of the Effective Date, by operation of entry of judgment, the Released Parties shall be deemed to have fully released and forever discharged Plaintiffs, all other Class Members and Class Counsel from any and all claims of abuse of process, malicious prosecution, or any other claims arising out of the initiation, prosecution, or resolution of the Action, including, but not limited to, claims for attorneys' fees, costs of suit or sanctions of any kind, or any claims arising out of the allocation or distribution of any of the consideration distributed pursuant to this Stipulation of Settlement.



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**K CUP® SINGLE SERVE COFFEE PODS LABELED AS RECYCLABLE (“Challenged Products”)
CLAIM FORM**

If you prefer, you can submit a Claim Form online at www.kcupsrecyclingsettlement.com.

Use this Claim Form to claim refunds of a portion of the purchase price of one or more of the Challenged Products (up to a maximum of **\$36 with proof of purchase** or **\$5** if you do not have proof of purchase information). This Claim Form is only for claims concerning the purchase(s) of Challenged Products set out on the attached list and only for those purchases made in the United States during the time period of June 8, 2016, through August 8, 2022. You cannot use this form to make a claim concerning the purchase(s) of any other products manufactured by Keurig Green Mountain, Inc. or another company. You may submit only one Claim Form per Household. A “Household” means any number of Persons cohabitating and related by blood or marriage in the same dwelling unit or physical address. **All Claim Forms must be postmarked or submitted online by 11:59 p.m. PT on January 9, 2023.**

If mailing, please return this form to:

Smith v. Keurig Green Mountain
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

1. Class Member Information:

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

ADDRESS 2: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: (_____) _____ - _____

EMAIL: _____ @ _____



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2. Payment Options (for more details, please consult the Class Notice, available on the Settlement Website):

If you have proof of purchase (in the form of receipts, email orders, or shipping confirmation(s)) for your Challenged Products purchased in the United States between June 8, 2016, through August 8, 2022, please check the box below, identify the applicable purchases as noted below, and mail this form along with your proof of purchase to the address above.

Eligible for up to \$36 in cash per Household with proof of purchase. (Actual amount will be based on \$3.50 per 100 pods purchased with a \$6 minimum).

Purchases of Challenged Product(s):

Product(s)	Number of pods	Purchase date(s)

If you do *not* have proof of purchase, but purchased Challenged Products in the United States between June 8, 2016, through August 8, 2022, please check the box below and mail this form to the address above:

Eligible for up to \$5 per Household without receipts.

3. You must sign below:

28 U.S.C. §1746 AFFIRMATION

I UNDERSTAND THAT THE DECISION OF THE CLAIM ADMINISTRATOR IS FINAL AND BINDING ON ME AND ON KEURIG.

I SWEAR UNDER PENALTY OF PERJURY THAT THE INFORMATION ON THIS CLAIM FORM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNATURE: _____ DATE: ____/____/____

**CLAIM FORMS MUST BE POSTMARKED OR SUBMITTED ONLINE BY JANUARY 9, 2023.
QUESTIONS? VISIT WWW.KCUPSRECYCLINGSETTLEMENT.COM OR CALL 1-833-620-3588.**



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