
Attention purchasers of Seagram's Ginger Ale
Between April 1, 2013 and June 13, 2019

This notice may affect your rights. Please read it carefully.

A court has authorized this notice. This is not a solicitation from a lawyer.

- The notice concerns a case called *Fitzhenry-Russell, et al. v. The Coca-Cola Company*, Case No. 5:17-CV-00603-EJD, filed in the United States District Court for the Northern District of California.
- This class action Settlement will completely resolve this lawsuit against The Coca-Cola Company (“Defendant”), on behalf of all individuals who purchased any Seagram’s Ginger Ale Product (collectively the “Products”) for personal use between April 1, 2013 and June 13, 2019. The Settlement affects all persons in that category (the “Settlement Class Members”).
- The lawsuit contends that the Products were inappropriately labeled as “Made with Real Ginger.” The lawsuit seeks a court order prohibiting such labeling and requiring Defendant to repay consumers for a portion of the Products’ purchase price.
- Defendant denies the claims in the lawsuit. It contends that the Products have always been truthfully marketed and labeled, and that they were and are “Made with Real Ginger.” The Court has not decided who is correct, but the plaintiffs who brought the lawsuit (acting on behalf of all Settlement Class Members) and Defendant have reached an agreement to settle the case.
- To settle the case, Defendant has agreed to comply with a court order that will prohibit it from using the phrase “Made with Real Ginger” on future Product labels or marketing materials. The injunction requires Defendant to introduce new packaging and marketing materials, which do not contain the phrase, within a year of final approval of the Settlement.
- In addition, Defendant will pay \$2,450,000 into a settlement fund. Each Settlement Class Member who submits a valid claim form will receive a cash payment from the fund of up to eighty cents (\$.80) for each Unit purchased during the applicable time period (the “Benefit”), with a minimum payment of 5 Units (up to \$4.00), subject to the restrictions set forth below. The Benefit may be less than \$0.80 per Unit depending on (1) the number of Settlement Class Members who submit Valid Claims and (2) the amount of the settlement fund directed to other costs, such as attorneys’ fees, class administration, and payments to the individual plaintiffs who brought the lawsuit.
- A Settlement Class Member who submits a Valid Claim for 1-5 purchased Units shall recover the Benefit for five (5) purchased Units, for a payment of up to four dollars (\$4.00). A Settlement Class Member who does not provide valid Proof of Purchase may recover the Benefit for up to thirteen purchased (13) Units per Household, for a payment of up to ten dollars and forty cents (\$10.40). A Settlement Class Member who does provide valid Proof of Purchase may recover the Benefit for up to one hundred (100) Units, for a maximum payment of eighty dollars (\$80.00) per Household, assuming Proof of Purchase is furnished for at least 87 of those Unit purchases. If more than one Valid Claim is submitted per Household, all such claims shall be combined and treated as a single claim for purposes of the Household limits.
- Any leftover funds after payment of attorneys’ fees, payments to the class representatives, class notice and administration expenses, and payment of Valid Claims will be divided between two nonprofit organizations: (1) the National Consumers League (www.nclnet.org); and (2) the

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Better Business Bureau Institute for Marketplace Trust (www.bbbmarketplacetrust.org). These organizations are devoted to educating and helping consumers so that they can make informed purchasing decisions.

- The parties predict that each claim will be paid at least \$0.40 per Unit, and more if there are fewer claims than expected.
- The lawyers who brought the lawsuit will ask the Court to set aside some of the settlement fund for reimbursement of their out-of-pocket expenses of approximately \$80,000 and up to \$735,000 in fees for investigating the facts, litigating the case, and negotiating the Settlement. They will additionally ask for up to \$11,000 total for the Plaintiffs who brought this lawsuit. These payments are called “Class Representative Service Awards.” If the Court approves, these amounts would be paid to Plaintiffs and the lawyers out of the settlement fund.
- The parties will also ask the Court to set aside approximately \$361,213 of the settlement fund to pay the Claims Administrator, RG/2 Claims, for the costs of administering the settlement (e.g., disseminating notice of the settlement, processing claims, and distributing payments).
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.gingeralesettlement.com. Alternatively, you can contact the claim administrator at (844) 979-7303 or Class Counsel at Gutride Safier LLP, 100 Pine Street, Suite 1250, San Francisco, CA 94111.

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

| YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT | | DEADLINE |
|--|---|------------------------------|
| Submit a Claim Form | The only way to receive payment under the Settlement for your purchases. | September 5, 2019 |
| Opt-Out | Get out of the lawsuit and the Settlement. This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against Defendant. You will receive no payment from this Settlement. | September 5, 2019 |
| File Objection | Write to the Court about any aspect of the Settlement you don't like or you don't think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline.) | September 5, 2019 |
| Go to a Hearing | Speak in Court about the Settlement. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above.) | October 3, 2019 at 9:00 a.m. |
| Do Nothing | You will receive the benefit of labeling changes but you will not receive any payment; also, you will have no right to sue later for the claims released by the Settlement. | |

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be sent to Settlement Class Members only if the Court approves the Settlement. If there are appeals, payments will not be made until the appeals are resolved and the Settlement becomes effective. Please be patient and continue to check the settlement website for updates.
- **Fairness Hearing**
On October 3, 2019, at 9:00 a.m., the Court will hold hearings to determine (1) whether the proposed settlement is fair, reasonable and adequate and should receive final approval; (2) whether to grant the applications for attorneys' fees and/or expenses brought by the Plaintiffs' lawyers; and (3) whether to grant the application for Class Representative Service Awards to the Plaintiffs who brought the lawsuit. The hearing will be held in the United States District Court of the Northern District of California, before the Honorable Edward J. Davila, in the San Jose Courthouse, 280 South 1st Street, San Jose, CA 95113, in courtroom 4 on the 5th Floor. This hearing date may change without further notice to you. Consult the settlement website at www.gingeralesettlement.com, or the Court docket in this case available through Public Access to Court Electronic Records ("PACER") (<http://www.pacer.gov>), for updated information on the hearing date and time.

Questions? Visit www.gingeralesettlement.com or call (844) 979-7303.

Important Dates

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|---|--------------------|
| September 5, 2019 | Claims Deadline |
| September 5, 2019 | Objection Deadline |
| September 5, 2019 | Opt-Out Deadline |
| October 3, 2019 at 9:00 a.m. | Fairness Hearing |

Table of Contents

| | | |
|-----|--|---|
| 1. | How Do I Know If I Am Affected By The Settlement? | 1 |
| 2. | What Is The Lawsuit About? | 1 |
| 3. | Why Is There A Lawsuit? | 1 |
| 4. | Why Is This Case Being Settled?..... | 1 |
| 5. | What Can I Get In The Settlement? | 2 |
| 6. | How Do I Make A Claim? | 3 |
| 7. | When Do I Get My Benefits? | 4 |
| 8. | What Do Plaintiffs And Their Lawyers Get? | 4 |
| 9. | What Happens If I Do Not Opt-Out From The Settlement?..... | 4 |
| 10. | How Do I Opt-Out From The Settlement? | 6 |
| 11. | How Do I Object To The Settlement? | 6 |
| 12. | When Will The Court Decide If The Settlement Is Approved?..... | 7 |
| 13. | How Do I Get More Information? | 7 |

1. How Do I Know If I Am Affected By The Settlement?

This case involves all Seagram’s Ginger Ale Products, including Seagram’s Ginger Ale, Seagram’s Diet Ginger Ale, Seagram’s Raspberry Ginger Ale, and Seagram’s Diet Raspberry Ginger Ale (the “Products”) purchased for personal use in the United States between April 1, 2013, and June 13, 2019.

For purposes of settlement only, the Court has conditionally certified the following Settlement Class: “All persons who, between April 1, 2013 and the date of Preliminary Approval, purchased any Seagram’s Ginger Ale Product in the United States.” Excluded from the Class are: (a) all Persons who purchased or acquired the Product for resale; (b) The Coca-Cola Company, and its directors, officers, employees, principals, affiliated entities, legal representatives, successors and assigns; (c) any Person who files a valid, timely Opt-Out request; (d) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); (e) counsel for the Parties; and (f) the Honorable Edward J. Davila, the Honorable Virginia K. DeMarchi, the Honorable Howard R. Lloyd, the Honorable Wayne Andersen (Ret.), and any member of their immediate families.

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this lawsuit will continue.

2. What Is The Lawsuit About?

Plaintiffs brought this lawsuit against Defendant for the marketing and labeling of its Products as “Made with Real Ginger.” Plaintiffs contend that Defendant’s marketing and labeling of its Products misleads consumers about the form of ginger in the beverage and the beverage’s health properties. Plaintiffs contend that Defendant caused consumers to purchase the Products when they would not otherwise have done so and/or that consumers paid more for the Products as a result of the “Made with Real Ginger” claim.

Defendant denies that there is any factual or legal basis for Plaintiffs’ allegations. Defendant contends that its Product labeling as “Made with Real Ginger” is and always has been accurate, denies making any misrepresentations, and therefore denies any liability. Defendant also denies that Plaintiffs or any other members of the Class were misled into paying too much for the Products, that they are entitled to any monetary relief, or that they have suffered any injury.

The Court has not determined who is correct.

3. Why Is There A Lawsuit?

The lawsuit seeks to recover, on behalf of all Class Members, money damages and an injunction to stop Defendant from marketing the Products with the claim “Made with Real Ginger.”

4. Why Is This Case Being Settled?

Plaintiffs filed their original lawsuit on December 23, 2016 in Santa Cruz Superior Court. This lawsuit was removed to the United States District Court of the Northern District of California on February 6, 2017. Since then, Plaintiffs’ Counsel have investigated the manufacturing, marketing, and labeling of the Products. Plaintiffs’ Counsel has reviewed thousands of pages of documents produced

by Defendant and served subpoenas on third parties. Witnesses from each party have given deposition testimony under oath, and each party has retained experts who have prepared written reports and given deposition testimony.

Counsel for both Plaintiffs and Defendant have determined that there is significant risk in continuing the litigation. For Plaintiffs, the risks are there may be substantial difficulties establishing: (1) that Defendant's packaging and/or labeling of the Products were false or likely to deceive or confuse reasonable consumers; (2) that the Products' "Made with Real Ginger" representation was material to reasonable consumers; (3) that any price premium can be attributed to the representation; and/or (4) that damages or restitution should be awarded or the amount of such award. In particular, it may be difficult to establish that different marketing and labeling would have changed the volume of sales or the pricing of the Products.

On February 19, 2019, the Parties participated in an all-day mediation conducted by The Honorable Wayne Andersen (Ret.), at JAMS in Chicago, Illinois. After considering the risks and costs of further litigation, the parties have concluded that it is desirable that the Plaintiffs' claims be settled and dismissed on the terms of the Settlement Agreement.

Plaintiffs and their Counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Class Members. Plaintiffs' experts have testified that the "Made with Real Ginger" representation led Class Members to pay an approximately 6% price premium for the Products. Based on this testimony and Product sales data, Plaintiffs estimate that they could recover up to \$58 million in damages on behalf of purchasers nationwide if they were completely successful at trial. By contrast, Defendant's experts have testified that there was no price premium, the Products were priced identically to other soft drinks, and Plaintiffs' alleged damages are \$0.00. The Settlement creates a common fund of \$2.45 million and allows Settlement Class Members to obtain a refund of up to \$0.80 per Product Unit purchased, up to a maximum of 13 Product Units per household without Proof of Purchase, and 100 Product units per household if Proof of Purchase is furnished for at least 87 Units. This exceeds the damages that might be recovered at trial on a per-Unit basis. If Plaintiffs proved a 6% price premium at trial, a Settlement Class Member who purchased 10 Units at \$1.50 each would be eligible for only \$0.90, but under the Settlement the same individual may receive up to \$8.00. Furthermore, even if Plaintiffs succeeded at trial, it would be necessary for Class Members to make claims, because Defendant does not have records identifying the Class Members.

5. What Can I Get In The Settlement?

Settlement Class Members may file claims for Products purchased between April 1, 2013, and June 13, 2019, regardless of the price the Settlement Class Member paid. Valid Claims will be paid according to the following procedures:

- (a) Settlement Class Members who submit Valid Claims shall receive up to \$0.80 per Product Unit (the "Benefit"), subject to the restrictions set forth below, though the Benefit may be reduced depending upon the number of Valid Claims and the amount of the settlement fund devoted to other costs, such as attorneys' fees, administration costs, and payments to the Class Representatives. A Product Unit is any unit in which a Product was individually sold at retail during the Settlement Class Period. Thus, for

example, a 2-liter bottle, a 20-ounce bottle, a 12-pack of 12-ounce cans, or a 10-pack of 7.5-ounce cans would each be a single Product Unit.

- (b) A Settlement Class Member who submits a Valid Claim for purchases of one (1) to five (5) Product Units shall recover the Benefit for five Product Units, for a payment of up to \$4.00.
- (c) A Settlement Class Member who does not provide valid Proof of Purchase may recover the Benefit for up to thirteen (13) Product units, for a payment of up to ten dollars and forty cents (\$10.40), per Household.
- (d) A Settlement Class Member who does provide valid Proof of Purchase may recover the Benefit for up to eighty-seven (87) additional Product Units per Household. Thus, a Settlement Class Member with valid Proof of Purchase may recover the Benefit for up to one hundred (100) Product Units, for a maximum payment of eighty dollars (\$80.00) per Household, provided that Proof of Purchase is furnished for at least 87 of those Product Units.
- (e) All Claims submitted from the same Household shall be treated as a single Claim including for the purposes of meeting these maximums and the Proof of Purchase requirements.
- (f) The Settlement also provides for a permanent injunction that requires Defendant to phase out, and eventually stop using, the claim “Made with Real Ginger,” but permits the labeling of Seagram’s Ginger Ale Products to include statements such as “real ginger taste,” “made with real ginger extract,” “real ginger flavor,” “flavor from real ginger extract,” “natural ginger flavor,” “ginger flavor,” and combinations of those words or phrases.

“Proof of Purchase” means a receipt or other documentation, produced by a third-party commercial source (such as a store), that reasonably establishes the fact and date of purchase of the Product during the Class Period.

Claims will be paid only if deemed valid and only after the Court approves the Settlement. The parties predict that each claim will be paid at least \$0.40 per Unit, and more if there are fewer claims than expected.

6. How Do I Make A Claim?

To make a Claim, you must fill out the Claim Form available on this Settlement Website, www.gingeralesettlement.com. You can submit the Claim Form online, or you can print it and mail it to the Settlement Administrator at: Ginger Ale Settlement c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479. If submitted online, claim forms must be submitted no later than September 5, 2019. If mailed, claim forms must be received by the Claim Administrator (not just postmarked), no later than September 5, 2019. Payments will be issued only if the Court gives final approval to the proposed Settlement and after the final approval is no longer subject to appeal. Please be patient as this may take months or even years in the event of an appeal.

Questions? Visit www.gingeralesettlement.com or call (844) 979-7303.

7. **When Do I Get My Benefits?**

Filing a Claim does not provide a guaranteed benefit. A Final Approval Hearing will be held on October 3, 2019 at 9:00 a.m. If the Court approves the Settlement and there are no appeals, then Payments will be distributed within 60 days after the Settlement is no longer subject to appeal or review, unless otherwise ordered by the Court. If the Court does not approve the Settlement, or if the Settlement is overturned on appeal, no Payments will be issued.

8. **What Do Plaintiffs And Their Lawyers Get?**

To date, Plaintiffs' lawyers have not been compensated for any of their work on this case. Plaintiff's lawyers will present evidence to the Court that they have spent nearly 900 hours litigating this case. In addition, Plaintiffs' lawyers will present evidence that they have paid out-of-pocket expenses (including deposition transcript fees, court reporter fees, filing fees, service costs, copying costs, and travel expenses) of more than \$80,000. None of these expenses has yet been reimbursed. As part of the settlement, Plaintiff's lawyers may apply to the Court to award them up to \$735,000 to pay their attorneys' fees and approximately \$80,000 in out-of-pocket expenses.

In addition, each of the named Plaintiffs in this case may apply to the Court for incentive awards of between \$1,000 and \$5,000 each, for a combined total of not more than \$11,000. These payments are designed to compensate the Plaintiffs for the time, effort, and risks they undertook in pursuing this litigation and for executing a broader release of claims than other Settlement Class members.

Plaintiffs and their lawyers have filed a motion with the Court in support of their applications for attorneys' fees, costs, and expenses and payments to the Plaintiffs. A copy of that motion is available on the settlement website. The Court will determine what amounts of fees, costs, expenses, and class representative payments to award.

The award of attorneys' fees, costs and expenses will be paid to Plaintiffs' lawyers within seven days after the Court grants final approval to the settlement. If the order finally approving the settlement is later reversed on appeal, Plaintiffs' lawyers will be required to repay to the settlement fund the previously awarded fees, costs and expenses, plus interest.

9. **What Happens If I Do Not Opt-Out From The Settlement?**

If you are a Settlement Class Member and you do not Opt-Out from the Settlement, you will be legally bound by all orders and judgments of the Court, and you will also be legally bound to the Releases of the Claims in the Settlement, even if you do not file a Valid Claim or receive a cash payment. This means that in exchange for being a Settlement Class Member and being eligible for the cash payments of the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against The Coca-Cola Company and/or any of the Released Parties that involves the marketing, labeling or formulation of Seagram's Ginger Ale Products from April 2013 to the present.

You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the class.

Staying in the class means that you agree to the following terms of the Settlement that describe exactly the legal Claims that you give up:

- a) Upon Final Approval, Settlement Class Members shall have unconditionally, completely, and irrevocably released and discharged the Released Parties from any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, whether arising under any international, federal, state or local statute, ordinance, common law, regulation, principle of equity or otherwise, that were, or could have been, asserted in the Litigation and that arise out of or relate to the Allegations in the Litigation, and all claims could have been asserted in the Litigation regarding the labeling, advertising, or formulation of the Products during the Class Period (the “Released Claims”), except that there shall be no release of claims for personal injury allegedly arising out of use of the Products. Upon Final Approval, Settlement Class Members shall be forever barred from initiating, maintaining, or prosecuting any Released Claims against Released Parties.
- b) With respect to the released claims set forth in the preceding paragraph, each Settlement 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 Settlement Class Members understand and acknowledge the significance of these waivers of California Civil Code section 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Settlement 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.

- c) The Settlement Class Members 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 based on the Released Claims.
- d) Nothing in this release shall operate to bar or release any claim for personal injury or property damage arising out of the use of the Product, nor shall anything in this release operate to bar any defense, cross-claim or counter-claim in any action initiated by any of the Released Parties against any Settlement Class Member.

10. **How Do I Opt-Out From The Settlement?**

You can Opt-Out if you wish to retain the right to sue Defendant separately for the Released Claims. If you Opt-Out, you cannot file a Claim or Objection to the Settlement. You need **not** exclude yourself if you merely want to retain a right to sue for personal injury arising out of your use of the Products.

To Opt-Out, you must complete the online form at the Settlement Website or mail an Opt-Out request to the Settlement Administrator at Ginger Ale Settlement, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479, with copies mailed to Class Counsel and counsel for Defendant. If mailed, the Opt-Out request must be signed by you, contain your full name, address, and phone number(s), and the following statement: "I/We request to Opt-Out from the settlement in the Seagram's Ginger Ale Class Action." The Opt-Out request must be submitted online or delivered to, and received by, the Settlement Administrator by the Opt-Out Deadline set forth above.

11. **How Do I Object To The Settlement?**

You can ask the Court to deny approval of the Settlement by timely filing an Objection with the Court. You can't ask the Court to order a larger Settlement; the Court can only approve or disallow the Settlement. If the Court denies approval to the entire Settlement, no Payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you must object.

You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. If you want to raise an objection to the Settlement at the Final Approval Hearing, you must submit that objection in writing, by the Objection Deadline.

If you want to raise an Objection to the Settlement at the Final Approval Hearing, you must submit that Objection in writing to the Class Action Clerk, United States District Court for the Northern District of California, by the Objection Deadline set forth above. Any Objection must include: (1) a reference at the beginning to this case, *Fitzhenry-Russell, et al. v. The Coca-Cola Company*, Case No. Case No. 5:17-CV-00603-EJD; (2) your name, address, telephone number, and, if available, email address; (3) documents or testimony sufficient to establish that you are a member of the Settlement Class; (4) a detailed statement of your objection(s), including the grounds and legal support for those objection(s); (5) a statement as to whether you are requesting the opportunity to appear and be heard at the final approval hearing; (6) the name(s) and address(es) of all lawyers (if any) who (a) are representing you in making the objection, (b) may be entitled to compensation in connection with your objection, and/or (c) will appear on your behalf at the final approval hearing; (7) the name(s) and address(es) of all persons (if any) who will be called to testify in support of your objection; (8) copies of any papers, briefs, or other documents upon which your objection is based if not already in the court file; (9) a detailed list of any other objections you or your counsel have submitted to any class action 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 (10) your signature as objector, in addition to the signature of your attorney, if an attorney is representing you with the objection. Failure to include this information and documentation may be grounds for overruling and rejecting your objection.

All the information listed above must be filed as a written objection with the Clerk of the Court, postmarked by mail, express mail, or personal delivery, such that the Objection is postmarked, and

received by, the Clerk on or before the Objection Deadline. By filing an objection, you consent to the jurisdiction of the Court, including to any order of the Court to produce documents or provide testimony prior to the Final Fairness Hearing.

If you file an Objection to the Settlement but still want to submit a Claim in the event the Court approves the Settlement, you must still timely submit a Claim Form according to the instructions described above.

12. When Will The Court Decide If The Settlement Is Approved?

The Court will hold a hearing on October 3, 2019 at 9:00 a.m., to consider whether to approve the Settlement. The hearing will be held in the United States District Court of the Northern District of California, before the Honorable Edward J. Davila, in the San Jose Courthouse, 280 South 1st Street, San Jose, CA 95113, in courtroom 4 on the 5th Floor, or such other judge assigned by the Court.

The hearing is open to the public. This hearing date may change without further notice to you. For updated information on the hearing date and time, consult the Settlement Website at www.gingeralesettlement.com or the Court docket in this case available for a fee through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Jose Courthouse, 280 South 1st Street, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

13. How Do I Get More Information?

You can inspect many of the court documents connected with this case on the Settlement Website. Other papers filed in this lawsuit are available by accessing the Court docket in this case available for a fee through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Jose Courthouse, 280 South 1st Street, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

You can contact the Settlement Administrator at Ginger Ale Settlement c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479 or by telephone at (844) 979-7303.

You can also obtain additional information by contacting Class Counsel:

Marie McCrary
GUTRIDE SAFIER LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Tel: 415-639-9090
seagramsgingerales@gutridesafier.com
www.gutridesafier.com