

# **If you purchased Pressed Juicery Greens 2, Greens 3, or Greens 5 Juice between May 1, 2014 and May 19, 2021, you could get up to \$10 from a Settlement.**

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

- A settlement has been reached in a Class Action lawsuit against Pressed Juicery, Inc. (“Pressed Juicery” or “Defendant”) about the advertising of its Greens 2, Greens 3, and Greens 5 juices (the “Greens Juices”) and whether they represent to contain green vegetables as the primary ingredients when the first and primary ingredients are more sugary fruit juices.
- Pressed Juicery has agreed to settle the lawsuit and provide cash payments to qualifying customers who purchased the Greens Juices. Pressed Juicery strongly denies all of the claims in the lawsuit and any wrongdoing. Nothing in the Settlement is an admission of any mislabeling. The Court in charge of this case still has to decide whether to approve the Settlement.
- You are included in this Settlement as a Class Member if you purchased Greens Juices in the United States, its territories, or at any United States military facility or exchange between May 1, 2014 and May 19, 2021.
- You can get up to \$1.00 for each purchase of Greens Juices up to a maximum of 10 purchases, for a maximum payment of up to \$10.00. (The exact amount will depend upon how many claims are filed). You do not need to provide Proof of Purchase.

**Your rights are affected whether you act or do not act. Read this Notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM</b>	You must submit a claim to get money from this Settlement. If you submit a claim, you give up the right to sue about the claims this Settlement resolves. Claim Forms must be submitted online or postmarked by <b>August 9, 2021</b> .
<b>DO NOTHING</b>	You won't get money from this Settlement and you give up the right to sue Pressed Juicery about the claims this Settlement resolves.
<b>EXCLUDE YOURSELF</b>	This is the only option that allows you to sue Pressed Juicery about the claims this Settlement resolves. You must exclude yourself postmarked by <b>August 9, 2021</b> .
<b>OBJECT</b>	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted postmarked by <b>August 9, 2021</b> . You may also object by showing up in person at the Final Approval Hearing.
<b>GO TO A HEARING</b>	You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See Questions 21-23 for more details.</i> The Final Approval Hearing is scheduled for <b>October 8, 2021</b> .

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## BASIC INFORMATION

### 1. Why was this Notice issued?

A court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit involving Pressed Juicery and its Greens Juices. The case is known as *Malek v. Pressed Juicery, Inc.*, Case No. CIVDS2017665 and is being overseen by Judge David Cohn of the Superior Court of the State of California, County of San Bernardino.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who can get them before the Court decides whether to grant Final Approval of the Settlement.

### 2. What is this lawsuit about?

The person who filed this lawsuit is called the “Plaintiff” and the company being sued, Pressed Juicery, Inc., is called the “Defendant.”

This lawsuit claims that Pressed Juicery falsely and deceptively advertised its Greens 2, Greens 3, and Greens 5 juices as containing green vegetables, such as kale or spinach, as the primary ingredients in these juices. However, the first and primary ingredients in the Greens Juices are more sugary fruit juices such as apple, orange, or pineapple juice.

Defendant denies all of the allegations made in the lawsuit and denies any mislabeling or wrongdoing. Nothing about the Settlement is an admission of any mislabeling or wrongdoing.

### 3. What is a class action?

In a class action, the person called a Class Representative (in this case, Kevin Malek) sues on behalf of all other people with similar claims. Together, the people included in the Class Action are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. Instead, all Parties agreed to a Settlement. This way, they avoid the cost and burden of a trial and the people affected can get benefits. The Class Representative and his attorneys think the Settlement is best for all Class Members.

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. Who is included in the Settlement?

You are included in the Settlement if you purchased Pressed Juicery’s Greens Juices in the United States, its territories, or at any United States military facility or exchange between May 1, 2014 and May 19, 2021. This is referred to as being part of the “Settlement Class” or being a “Class Member”.

Greens Juices refers to Pressed Juicery’s Greens 2, Greens 3, and Greens 5 juices sold in the United States.

### 6. Are there exceptions to being included?

Yes. The settlement does not include: (1) Defendant and its parents, affiliates, subsidiaries, and all of its respective employees, officers, and directors; (2) any person who files a valid and timely Request for Exclusion (for purposes of damages claims only); (3) counsel of record (and their respective law firms) for the Parties; and (4) the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff.

### 7. What if I am still not sure if I am part of the Settlement?

If you are not sure whether you are included, call 855-887-3483, go to [www.pressedjuicerysettlement.com](http://www.pressedjuicerysettlement.com) or write to one of the lawyers listed in Question 13 below.

## THE SETTLEMENT BENEFITS

### 8. What does the Settlement provide?

Pressed Juicery has agreed to pay \$695,000 into a Settlement Fund, only part of which (as explained below) will be available to pay claims made by eligible Class Members that submit valid Claim Forms. Payment amounts will be based on the quantity of the Greens Juices purchased, the costs of Claims Administration, and the amount paid to Counsel for the Class and the named Plaintiff.

- You must submit your Claim Form by **August 9, 2021** to be eligible for a payment.
- You can receive a payment of up to \$1.00 per Greens Juices purchased from Pressed between May 1, 2014 and **May 19, 2021**.
- However, you can only submit claims for up to 10 Greens Juices purchases, so the maximum amount you can receive is \$10.00. You will not be compensated for more than 10 purchases.
- No proof of purchase is required to submit a Claim Form.
- The actual amount each Class Member submitting a Claim Form will receive will be calculated by taking the total number of qualifying purchases claimed (for up to 10 purchases) by all Class Members, and dividing that total into the “Residual Settlement Amount” (the Residual Settlement Amount is (a) \$695,000, minus (b) amounts paid as a Service Award to the Class Representative (not more than \$2,500); minus (c) the cost of Claims Administration (estimated to be approximately \$150,000); and (d) minus amounts awarded as attorneys’ fees and costs to the lawyers representing the class (“Class Counsel”) (not more than \$173,750). If that calculation yields a number of more than \$1.00, each Class Member who submits a qualifying Claim Form will receive \$1.00 for up to 10 qualifying purchases. If that number is less than \$1.00, each Class Member who submits a qualifying Claim Form will receive the smaller amount for up to 10 qualifying purchases. Also, if the calculation yields a number of more than \$1.00, and not all the Residual Settlement Amount is needed to pay all qualifying Claims, any money left over will be returned to Pressed. Example: Suppose the Residual Settlement Amount is \$350,000, and there are 300,000 qualifying purchases (capped at 10 purchases per Class Member). Each Class Member would receive \$1.00 per qualifying purchase, and the remaining \$50,000 of the Residual Amount would be returned to Pressed. If the Residual Amount were \$350,000, and there were 500,000 qualifying purchases (capped at 10 purchases per Class Member), each Settlement Class Member would receive \$350,000 divided by 500,000 or 70 cents per qualifying purchase.

In addition to cash payments, Pressed Juicery has agreed to the following:

- For five (5) years after the Effective Date [defined in Section I of the Settlement Agreement], Pressed Juicery will list ingredients on the front label of each of the Greens Juices, in addition to any in-store menu or menu board, and on the information pages provided for each of the Greens Juices on Pressed’s website, to match the actual order of predominance of ingredients by volume in the Products.
- For a minimum of four (4) years after the Effective Date, Pressed Juicery’s General Counsel or its designee shall conduct annual meetings with Pressed Juicery’s marketing department to review and comply with the injunctive terms of the Settlement Agreement.

### SUBMIT A CLAIM

### 9. How do I get money from the Settlement?

To get money from this Settlement, you must complete and sign your Claim Form so that it is postmarked or submitted to the Settlement Administrator by **August 9, 2021**. Claim Forms may be submitted:

- Online at [www.pressedjuicerysettlement.com](http://www.pressedjuicerysettlement.com).
- Print a Claim Form from the Settlement Website and mail to the Settlement Administrator at the address on the Claim Form.
- Email a Claim Form request and completed Claim Form to [info@pressedjuicerysettlement.com](mailto:info@pressedjuicerysettlement.com).

QUESTIONS? CALL 855-887-3483 TOLL FREE OR VISIT [WWW.PRESSEDJUICERYAETTLEMENT.COM](http://WWW.PRESSEDJUICERYAETTLEMENT.COM)

### **10. When will I get my payment?**

The Court will hold a Final Approval Hearing on October 8, 2021 to decide whether to grant Final Approval to 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.

Payments will be distributed as soon as possible, only if and when the Court grants Final Approval to the Settlement and after any appeals are resolved. Please be patient.

**You must cash your settlement check within 180 days of issuance, or the check will be canceled and the proceeds returned to Pressed.**

### **11. What rights am I giving up by submitting a Claim?**

Unless you exclude yourself, you are a part of the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Defendant and the Released Parties (*see* next question) about the legal issues resolved by this Settlement. The rights you are giving up are called Released Claims.

### **12. Who are the Released Parties and what are being released?**

If and when the Settlement becomes final, Class Members fully release and discharge Pressed Juicery and its existing and former predecessors, successors, assigns, parents, subsidiaries, divisions, departments, partners, limited partners, shareholders, and affiliates; and any and all of the past, present, and future officers, directors, employees, stockholders, shareholders, managers, members, partners, limited partners, agents, servants, attorneys, insurers, representatives, licensees, licensors, customers, subrogees, accountants and assigns, and representatives of any and all of the entities identified in this paragraph; and any other Persons who are or who might be alleged to be liable for the conduct alleged in the Complaint (together, the "Released Parties") from any and all past, present and future claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under any laws including but not limited to common law, regulations or laws, statutory law, or otherwise, whether such law is federal, foreign, or under the authority of any state, municipality, administrative or regulatory body, or arises under any other authority, including but not limited to any claims, demands, actions, or causes of action for unjust enrichment, negligence, misrepresentation fraud, breach of warranty express or implied, violation of California Civil Code 1750 et seq., violation of California Business and Professions Code Sections 17200 et seq. and 17500 et seq. or any related or similar consumer protection statutes, restitution, disgorgement of profits, injunctive or declaratory relief, arising in any manner from allegations, facts, circumstances or occurrences during the Class Period and set forth in the Complaint in the lawsuit (the "Released Claims").

The Released Claims expressly exclude claims for personal injury against the Released Parties. Broadly speaking, the Complaint alleges that Pressed misrepresented or failed to disclose the predominance of the ingredients in the Greens juices.

More details about the claims you will be releasing are described in Section III.C of the Settlement Agreement and Release, which is available at [www.pressedjuicerysettlement.com](http://www.pressedjuicerysettlement.com), or in the public court records on file in this lawsuit. You can also talk to the lawyers listed in Question 14 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the Released Claims or what they mean.

## **THE LAWYERS REPRESENTING YOU**

### **13. Do I have a lawyer in this case?**

Yes. The Court appointed Benjamin Heikali and Joshua Nassir of Faruqi & Faruqi, LLP to represent you and other Settlement Class Members as "Class Counsel." These lawyers and their law firm are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **14. How will Class Counsel, Class Representatives, and Claims Administrator be paid?**

Class Counsel will ask the Court for an award of attorneys' fees and reimbursement of out-of-pocket expenses/and or costs in an amount not to exceed \$173,750. Defendant may oppose Class Counsel's petition.

Class Counsel will also ask the Court to approve service awards to the Class Representative in an amount not to exceed \$2,500. The Court will determine the appropriate amount of the attorneys' fees, reimbursement, and incentive awards. The Service Award is intended to compensate the Class Representative for the work done and the risks in bringing and pursuing the Lawsuit.

Any amounts awarded by the Court, as well as the costs associated with administering the Settlement, will be paid by Defendant from the gross Settlement Amount (\$695,000).

### **EXCLUDE YOURSELF FROM THE SETTLEMENT**

#### **15. How do I get out of the Settlement?**

If you want to keep the right to sue or continue to sue Pressed Juicery or the Released Parties about the legal claims in this lawsuit, and you do not want to receive a cash payment from this Settlement, you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement.

To exclude yourself, you must submit a written Request for Exclusion. Your Request for Exclusion must include:

- (1) Your name;
- (2) Your address;
- (3) A statement that you are a Settlement Class Member and wish to be excluded from *Malek v. Pressed Juicery, Inc.*, Case No. CIVDS2017665; and
- (4) Your signature.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **August 9, 2021**:

*Malek v. Pressed Juicery, Inc.*  
c/o Settlement Administrator  
PO Box 42683  
Philadelphia, PA 19101-2683

#### **16. If I excluded myself, can I still get money from this Settlement?**

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement Class in this Settlement. You can only get a payment if you stay in the Settlement Class and submit a completed Claim Form, as described above.

#### **17. If I do not exclude myself, can I sue for the same legal claims later?**

No. Unless you exclude yourself, you are giving up the right to sue Defendant and the Released Parties for the claims that this Settlement resolves. You must exclude yourself from *this* Settlement to start or continue with your own lawsuit or be part of any other lawsuit against Defendant or any of the Released Parties. If you do not exclude yourself, you will be bound by the releases described above even if you do not submit a Claim Form or are not paid for any claims.

## OBJECT TO THE SETTLEMENT

### 18. How do I tell the Court that I do not like the Settlement?

You can tell the Court if you do not agree with the Settlement or any part of it.

If you are a Settlement Class Member and do not request exclusion, you have the right 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 before making a decision.

You may object in person at the Final Approval Hearing or in writing before the Final Approval Hearing. Settlement Class Members do not need to attend the Final Approval Hearing in order to object but shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel). To object in writing, you must prepare and sign a written objection stating that you object to the Settlement in *Malek v. Pressed Juicery, Inc.*

Your written objection must include:

- (1) A caption or title that identifies it as “Objection to Class Settlement in *Malek v. Pressed Juicery Inc.*, Case No. CIVDS2017665”;
- (2) Your name, address, telephone number, e-mail address, and, if you are represented by counsel, the same information for your counsel;
- (3) A declaration submitted under penalty of perjury that you purchased the Greens Juices during the Class Period;
- (4) A statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel;
- (5) A statement of the objection and the grounds supporting the objection;
- (6) Copies of any papers, briefs, or other documents upon which the objection is based;
- (7) Your signature.

The written objection can either be emailed to the Settlement Administrator at [info@pressedjuicerysettlement.com](mailto:info@pressedjuicerysettlement.com) or mailed to the following address:

*Malek v. Pressed Juicery, Inc.*  
c/o Settlement Administrator  
PO Box 42683  
Philadelphia, PA 19101-2683

### 19. May I come to Court about my objection?

Yes. You and/or your attorney may appear at Final Approval Hearing.

### 20. What is the difference between objecting to the Settlement and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you remain a Class Member (that is, do not exclude yourself).

Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

### 21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you are not required to do so.

The Court will hold a Final Approval Hearing at 10:00 am on October 8, 2021 at the Superior Court of California County of San Bernardino, Courtroom S26, 247 W 3rd St, San Bernardino, CA 92415. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and expenses, as well as the Class Representative's Service Awards. If there are objections, the Court will consider them. Judge David Cohn will listen to people who have asked to speak at the hearing (*see* Questions 20 and 24). After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

### 22. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have about the Settlement. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to appear in court to talk about it. As long as you mailed your written objection on time, signed it and provided all of the required information (*see* Question 18), the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### 23. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing.

## DO NOTHING

### 24. What happens if I do nothing at all?

If you are Class Member and you do nothing, you will give up the rights explained in Question 11, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the Released Parties about the legal issues resolved by this Settlement. In addition, you will not be eligible to receive a cash payment.

## GET MORE INFORMATION

### 25. How do I get more information?

**This Notice summarizes the proposed Settlement.** Complete details are provided in the Settlement Agreement and Release. The Settlement Agreement and Release, Claim Form and other related documents are available at [www.pressedjuicerysettlement.com](http://www.pressedjuicerysettlement.com), by calling **855-887-3483**, or by emailing or writing to *Malek v. Pressed Juicery, Inc.* c/o Settlement Administrator, PO Box 42683, Philadelphia, PA 19101-2683, [info@pressedjuicerysettlement.com](mailto:info@pressedjuicerysettlement.com)

Publicly-filed documents can also be obtained by visiting the Superior Court of California County of San Bernardino during business hours.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE CLERK OF COURT'S OFFICE REGARDING THIS NOTICE**