

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement is entered into this 13th day of January, 2023, between Jennifer Marek, Isabelle Dwight, Jennifer Gannon, Darren Williams, Evvie Eyzaguirre, Brandi Fike, Lance Waldron, Jessica Tempest, and Vivian Nogueras, individually and on behalf of the Settlement Class they seek to represent, on the one hand, and Defendant, Molson Coors Beverage Company USA LLC, on the other hand, subject to both the terms and conditions hereof and the approval of the Court.

I. RECITALS

The Marek Action (N.D. Cal.)

1.1. On September 16, 2021, the Marek Plaintiffs, by and through their counsel, GSLLP, filed a Class Action Complaint in the United States District Court for the Northern District of California alleging claims for violations of the California Consumer Legal Remedies Act, Civil Code § 1780, *et seq.* (“CLRA”), false advertising under California Business and Professions Code § 17500, *et seq.*; unfair business practices under California Business and Professions Code § 17200 *et seq.*; and fraud, seeking damages, an injunction and other relief. Marek Plaintiffs sought to pursue these claims on behalf of themselves and all purchasers of Vizzy products in California (other than resellers) between September 16, 2017, and the present.

1.2. The Marek Plaintiffs allege that Defendant unlawfully and deceptively marketed and sold the Products by including the words “with antioxidant vitamin C from acerola superfruit” on the front label. They allege that the front label claim is both unlawful and misleading. They further allege that use of the term “with” to indicate the addition of nutrients to the Products subjects the claim to 21 C.F.R. § 101.54(e). Thus, they allege, the Product labels

violate 21 C.F.R. §101.54(e) because they do not comply with the fortification policy in 21 C.F.R. § 104.20. The Marek Plaintiffs also allege that the Products' marketing and Labeling is also misleading because reasonable consumers would believe they will receive health benefits from the Product based on the "with antioxidant vitamin C from acerola superfruit" claim, but the Products are in fact harmful due to the alcohol in the beverage.

1.3. On November 12, 2021, Defendant moved to dismiss. On January 14, 2022, the Court denied Defendant's motion to dismiss in part and granted it in part.

1.4. On January 28, 2022, Defendant answered the Plaintiffs' Amended Complaint, denying the allegations and asserting several affirmative defenses.

1.5. The Parties negotiated and later stipulated to a protective order and ESI protocol, both of which were entered by the Court on February 28, 2022. The Parties attended two case management conferences.

1.6. Beginning in 2022, the parties in the *Marek* Action engaged in extensive discovery. The Marek Plaintiffs served document requests, interrogatories, requests for admission, a 30b(6) deposition notice, and a fact witness deposition notice on Defendant. Defendant produced over 3,400 pages of corporate documents. The *Marek* Plaintiffs deposed Defendant's senior employee with authority over sales information and customer inquiries. In addition, GSLLP engaged a damages expert, Colin Weir, who opined that Class members paid a price premium for the Products purchased during the class period of approximately 11% of the purchase price.

1.7. Additional purchasers of the Products, Brandi Fike, Lance Waldron, Jessica Tempest, and Vivian Noguerras, have engaged GSLLP to represent them in their claims

against Defendant relating to the Allegations. No discovery was taken by Defendant as to these purchasers.

1.8. On October 19, the Court stayed this matter pending receipt of the Motion for Preliminary Approval.

The Williams Action (N.D. Ill.)

1.9. On May 22, 2021, Williams, by and through his counsel, Sheehan, filed a Class Action Complaint in the United States District Court for the Northern District of Illinois claims for violations of the Magnuson Moss Warranty Act, 15 U.S.C. § 2301, negligent misrepresentation, fraud, and unjust enrichment. Williams sought to pursue claims on behalf of himself and all purchasers of the Products in Illinois.

1.10. Williams alleged that Defendant deceptively marketed and sold the Products by including the words “with antioxidant vitamin C from acerola superfruit” on the front label. Williams also alleged that Defendant’s Products violate the Fortification Policy and that the claims on the label mislead consumers into believing the Products are a healthful source of nutrients, when in fact the Products are harmful due to the alcohol in the beverages.

1.11. On July 30, 2021, Williams amended his complaint to add Gannon as a plaintiff and add claims for violations of the New York General Business Law §§ 349-350 and Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1. Gannon sought to pursue claims on behalf of herself and all purchasers of the Products in New York.

1.12. On September 28, 2021, Defendant moved to dismiss the amended complaint. After Plaintiffs were granted leave to, and did, file a Second Amended Complaint, Defendant moved to dismiss the Second Amended Complaint on December 6, 2021. The court took the motion under advisement, where it remained pending until the parties notified the court

that a proposed resolution had been reached. Thereafter, on September 12, 2022, the court issued an order striking the motion without prejudice to refile “in the unlikely event that the parties' settlement discussions are unsuccessful.”

1.13. The Williams case proceeded through discovery, where Defendants served interrogatories, requests for production, and took fact depositions of Plaintiffs Williams and Gannon. That fact discovery closed on July 1, 2022. Plaintiffs' motion for class certification briefing was set for August 2, 2022.

The Eyzaguirre Action (S.D. FL)

1.14. On May 11, 2022, Eyzaguirre by and through her counsel, Wright Law and Sheehan, filed a Class Action Complaint in the United States District Court for the Southern District of Florida alleging claims for violations of the Florida Deception and Unfair Trade Practices Act, various Consumer Fraud Acts under the law of the other states, Magnuson Moss Warranty Act, negligent misrepresentation, fraud, and unjust enrichment. Eyzaguirre sought to pursue claims on behalf of herself and all purchasers the Products in Florida, Mississippi, South Carolina, Louisiana, and Arkansas.

1.15. Eyzaguirre alleged that Defendant deceptively marketed and sold the Products by including the words “with antioxidant vitamin C from acerola superfruit” on the front label. Eyzaguirre also alleged that Defendant's Products violate the Fortification Policy and that the claims on the label mislead consumers into believing the Products are a healthful source of nutrients, when in fact the Products are harmful due to the alcohol in the beverages.

1.16. In response to the parties' agreed motion, the Court extended Defendant's deadline to respond to the complaint in the Eyzaguirre Action until October 17, 2022. USDC S.D. Fla. Case No. 22-cv-60889, ECF No. 9. The parties later submitted a notice of settlement

and the court stayed the case on October 17, 2022. *Id.*, ECF No. 11. The court directed the parties to file a status report or appropriate dismissal papers on or before December 16, 2022. *Id.*

Mediation and Resolution

1.17. On July 28, 2022, the Parties participated in an all-day mediation conducted by Honorable Jay Gandhi (Ret.) at JAMS via Zoom. The Parties actively continued settlement efforts over the next few weeks and attended a second mediation with Hon. Jay Gandhi on August 12, 2022. That mediation resulted in the settlement memorialized in this Agreement.

1.18. Defendant denies all of Plaintiffs' allegations and 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, in the Litigation. Defendant contends that the "with antioxidant vitamin C from acerola superfruit" claim on the Product labeling is expressly true. Defendant also denies that Plaintiffs, 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 Defendant. Defendant further denies 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 Plaintiffs' claims in the Litigation.

1.19. Plaintiffs' Counsel has analyzed and evaluated the merits of the Parties' contentions and this Settlement as it impacts all the Parties and the Settlement Class. Among the risks of continued litigation for Plaintiffs are the risks of failing to prove liability or restitution and damages on a class-wide or individual basis. In particular, there may be difficulties establishing: (1) that Plaintiffs' claims are not preempted by the FDCA; (2) that the FDA does

not have primary jurisdiction; (3) that Defendant's statements on the Product labels (and other advertising and marketing materials), as challenged by Plaintiffs, were likely to deceive reasonable persons; (4) that the alleged misrepresentations and omissions were material to reasonable persons; (5) that the Plaintiffs' claims are not preempted and/or subject to dismissal on grounds of primary jurisdiction; (6) that the allegedly deceptive statements were material to consumers' purchase decisions; and (7) that damages or restitution should be awarded or, if so, that the amount of the award would be more than nominal. No class has been certified. No motion for class certification has previously been filed in any pending case. Plaintiffs and Plaintiffs' Counsel, after taking into account the foregoing along with other risks and the 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 interest of the Settlement Class Members.

1.20. While continuing to deny all allegations of wrongdoing and disclaiming any liability with respect to any and all claims, Defendant considers it desirable to resolve the Litigation on the terms stated herein, in order to avoid further burden, expense, inconvenience, and interference with its ongoing business operations. Therefore, Defendant and Defendant's Counsel have determined that settlement of this Litigation on the terms set forth herein is in Defendant's best interests.

1.21. This Agreement reflects a compromise between the Parties, and shall in no event be construed as or be deemed an admission or concession by any Party of the truth of any Allegation or the validity of any purported claim or defense asserted in any of the pleadings in the Litigation, or of any fault on the part of Defendant, and all such Allegations are expressly

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

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

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 settlement, subject to Court approval, under the following terms and conditions:

II. DEFINITIONS

Capitalized terms in this Agreement shall be defined as follows:

2.1. “Administration Costs” means the actual and direct costs reasonably charged by the Claim Administrator for its services as provided for in this Agreement or as otherwise agreed to by the Parties and the Claim Administrator or as ordered by the Court.

2.2. “Affiliate” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. For purposes of the definition, “control” means (a) with respect to any corporation or other entity having voting shares or the equivalent and elected directors, managers, or Persons performing similar functions: (i) the ownership or power, directly or indirectly, to vote more than fifty percent (50%) of shares or the equivalent having the power to vote in the election of such directors, managers or Persons performing similar functions, or (ii) the ability, directly or indirectly, to direct its business and affairs, and (b) with respect to any other Person: the ability, directly or indirectly, to direct its business and affairs.

2.3. “Agreement” means this Class Action Settlement Agreement, including all exhibits thereto.

2.4. “Allegations” means the allegations described in Sections 1.1, 1.2, 1.9, 1.10, 1.11, 1.14, and 1.15 above and claims that could be pursued under the laws of the United States or any state on the basis of one or more of those allegations.

2.5. “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court based on the Settlement described herein to compensate Plaintiffs’ Counsel as determined by the Court and described more particularly in Section VI of this Agreement. Any such award will also include a reimbursement of costs and expenses incurred by Plaintiffs’ Counsel, arising from their representation in the Litigation, as determined and awarded by the Court. In no event shall the Attorneys’ Fees and Expenses exceed thirty percent (30%) of the Settlement Fund.

2.6. “Cash Payment” means payment in the form of a check, or an electronic payment, such as Zelle, Paypal, Venmo, or Virtual Mastercard, made to Class Members that submit Valid Claims pursuant to the procedures set forth herein, if the Settlement receives final approval from the Court and becomes effective as set forth in this Agreement.

2.7. “Claim” means a request for relief pursuant to this Settlement submitted on a Claim Form by a Class Member to the Claim Administrator in accordance with the terms of this Settlement.

2.8. “Claim Administrator” means the independent third-party administrator, Angeion Group, that will provide services in the administration of this Settlement, including providing notice to the Settlement Class Members as provided in the Notice Plan, the processing

and evaluation of Claims, and the processing of other documents or tasks as provided for in this Agreement or as otherwise agreed to by the Parties or as ordered by the Court.

2.9. “Claim Filing Deadline” means 28 days prior to Final Approval.

2.10. “Claim Form” means a claim form in substantially the same form as Exhibit A.

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

2.12. “Class Period” means the period from January 1, 2020, through the date of Preliminary Approval.

2.13. “Class Representatives” means Plaintiffs.

2.14. “Complaints” means, collectively, all of the complaints asserted in the *Marek, Williams* and *Eyyzguirre* Actions, as amended.

2.15. “Court” means the United States District Court for the Northern District of California.

2.16. “Defendant” means Molson Coors Beverage Company USA LLC.

2.17. “Defendant’s Counsel” means the law firm of Katten, Muchin & Rosenman LLP.

2.18. “Effective Date” means the later of: (i) the expiration date of the time for filing a notice of appeal from the Final Approval; or (ii) if a notice of appeal is filed, but the Final Approval is affirmed or the appeal is dismissed, the date upon which the mandate of the Court of Appeals is issued.

2.19. “Excluded Persons” means (1) the Honorable Judge William Orrick, the Honorable Iain D. Johnston, the Honorable Lisa Jensen, the Honorable William P. Dimitrouleas,

the Honorable Jay Gandhi (Ret.), and any member of their immediate families; (2) any government entity; (3) Defendant; (4) any entity in which Defendant has a controlling interest; (5) any of Defendant's subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; and (6) any persons who timely opt-out of the Settlement Class.

2.20. "Eyzaguirre" means the plaintiff Evvie Eyzaguirre in the *Eyzaguirre* Action.

2.21. The "*Eyzaguirre* Action" means the case captioned *Eyzaguirre v. Molson Coors Beverage Company USA LLC*, No. 22-cv-60889 (S.D. Fl.).

2.22. "Final Approval" or "Final Approval Order" means an order, substantially in the form of Exhibit D, granting final approval of this Settlement as binding upon the Parties.

2.23. "Final Approval Hearing" means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, to be held after notice has been provided to Settlement Class Members in accordance with this Settlement, and where the Court will: (a) determine whether to grant Final Approval to the Settlement and enter the Final Approval Order and Judgment; (b) determine whether to approve an Incentive Award to the Plaintiffs and in what amount; (c) rule on Plaintiffs' Counsel's application for Attorneys' Fees and Expenses; and (d) consider the merits of any objections to this Agreement and/or any aspect of the Settlement itself.

2.24. "Gannon" means Jennifer Gannon, a plaintiff in the *Williams* Action.

2.25. "GSLLP" means the law firm Gutride Safier LLP, which is counsel for the Marek Plaintiffs and Brandi Fike, Lance Waldron, Jessica Tempest, and Vivian Nogueras.

2.26. “Household” means any number of persons occupying the same dwelling unit.

2.27. “Incentive Award” means any award sought by application to and approval by the Court that is payable to any Plaintiffs to compensate him or her for efforts in bringing this Litigation and/or achieving the benefits of this settlement on behalf of the Settlement Class, as further discussed in section 6.2.

2.28. “Judgment” means the final judgment dismissing the Litigation against Defendants with prejudice.

2.29. “Labeling” means the display of written, printed, or graphic matter upon the packaging of the Product, as well as written, printed, or graphic matter or audio designed for use in the marketing, advertising, distribution or sale of the Product, including information found on Defendant’s, their Affiliates’, or their bottlers’, distributors’, or customers’ websites or in any other media format describing, explaining, and/or promoting the Product(s). Labeling also includes the Primary Packaging and Secondary Packaging of the Products.

2.30. “Litigation” means the *Marek* Action, *Williams* Action, and *Eyzaguirre* Action, collectively.

2.31. “Long Form Notice” means a notice in substantially the same form as Exhibit B1.

2.32. “Marek Plaintiffs” means the plaintiffs Jennifer Marek and Isabelle Dwight in the *Marek* Action.

2.33. “*Marek* Action” means the action captioned *Marek et al. v. Molson Coors Beverage Company USA LLC, et al.*, No. 21-cv-7174 (N.D. Cal.).

2.34. “Minimum Cash Payment” means the minimum payment for any Valid Claim, which shall be six dollars (\$6.00).

2.35. “Notice Date” means the day on which the Claim Administrator initiates the Online Notice or the Published Notice, whichever comes first.

2.36. “Notice Plan” means the procedure for providing notice to the Settlement Class, as set forth in Exhibit B.

2.37. “Objection/Exclusion Deadline” means the deadline by which Settlement Class Members must submit objections to the Settlement or requests to be excluded from the Settlement, subject to the terms set forth in the Preliminary Approval Order, which is the twenty-eight (28) days prior to the initially scheduled Final Approval Hearing or such date otherwise ordered by the Court.

2.38. “Online Notice” means notice to Settlement Class Members published on internet sites through an appropriate programmatic network, social media, and a paid search campaign.

2.39. “Parties” means Plaintiffs and Defendant, collectively.

2.40. “Party” means either Plaintiffs or Defendant.

2.41. “Permanent Injunction” means an order of the Court requiring Defendant to undertake the actions set forth in sections 3.1 through 3.5.

2.42. “Person” means any natural person, corporation, partnership, business organization or association, or other type of legal entity.

2.43. “Plaintiffs” means, Jennifer Marek, Isabelle Dwight, Darren Williams, Jennifer Gannon, Evvie Eyzaguirre, Brandi Fike, Lance Waldron, Jessica Tempest, and Vivian Noguerras, collectively.

2.44. “Plaintiffs’ Counsel,” “Class Counsel” or “Settlement Class Counsel” means the law firms of GSLLP, Sheehan, and Wright Law.

2.45. “Preliminary Approval” or “Preliminary Approval Order” means issuance of an order, substantially in the form of Exhibit C, preliminarily approving the terms and conditions of this Agreement and the Settlement.

2.46. “Primary Packaging” means the cans and any other containers in which the seltzer beverage is directly packaged.

2.47. “Products” means any and all Vizzy brand hard seltzer beverages.

2.48. “Proof of Purchase” means a receipt or other documentation from Molson Coors or a third-party commercial source that reasonably establishes the fact and date of purchase of a Product by a Class Member during the Class Period.

2.49. “Published Notice” means a notice substantially in the form of Exhibit B2.

2.50. “Released Claims” means all claims that were, or could have been, asserted in the Litigation that arise out of or relate to the allegations in the Complaints described above that Defendant’s Vizzy product included unlawful, false, misleading or deceptive claims regarding its ingredients; (ii) the allegations that Defendant engaged in unfair or unlawful business practices with respect to the use of the “with antioxidant vitamin C from acerola superfruit” claim, and (iii) Defendant’s inclusion of acerola cherry juice and/or Vitamin C as ingredients in the Products. The Released Claims shall not release any Class Member’s rights to enforce this Agreement.

2.51. “Released Parties” means Defendant and its present and former subsidiaries, parents, affiliates, divisions, officers, directors, members, managers, shareholders,

insurers, suppliers, manufacturers, re-sellers, distributors, brokers, service providers, employees, agents, legal representatives, heirs, predecessors, successors, or assigns.

2.52. “Secondary Packaging” means the cardboard outer packaging for the 12-Pack Unit and the 24-Pack Unit.

2.53. “Settlement” means the terms of this Agreement.

2.54. “Settlement Class,” “Settlement Class Members,” or “Class Members” means all persons, other than Excluded Persons, who, during the Class Period, purchased, in the United States, any of the Products, except for purpose of resale.

2.55. “Settlement Fund” means the Nine Million, Five-Hundred Thousand Dollars (\$9,500,000.00) fund discussed further in Sections 3.1 and 3.2 below.

2.56. “Settlement Fund Account” means an interest-bearing account at a financial institution that constitutes a qualified settlement fund pursuant to 26 CFR 1.468B-1 *et seq.* established to maintain the Settlement Fund.

2.57. “Settlement Website” means an internet website created and maintained by the Claim Administrator consistent with the entry of the Preliminary Approval Order to provide information regarding the Settlement and where Class Members can obtain information concerning requesting exclusion from or objecting to the Settlement and/or can submit a Claim. The URL of the Settlement Website shall be agreed to by the Parties.

2.58. “Sheehan” means the law firm Sheehan & Associates, P.C., which is counsel for Williams, Gannon, and Eyzguirre.

2.59. “Single Can Unit” means a single quantity of a 24-ounce can or 16-ounce can of the Product as sold at retail.

2.60. “12-pack Unit” means a single quantity of a 12-pack of the Product as sold at retail.

2.61. “24-pack Unit” means a single quantity of a 24-pack of the Product as sold at retail.

2.62. “Williams” means the plaintiff Darren Williams in the *Williams* Action.

2.63. “*Williams* Action” means the action captioned as *Williams v. Molson Coors Beverage Company USA LLC*, No. 21-cv-50207 (N.D. Ill.).

2.64. “Williams Plaintiffs” means Williams and Gannon, collectively.

2.65. “Wright Law” means the law firm The Wright Law Office, which is counsel for Eyzaguirre.

2.66. “Valid Claim” means a Claim submitted in compliance with Part IV of this Agreement, and as further described in that Part.

III. CHANGED PRACTICES AND INJUNCTIVE RELIEF

3.1. Subject to the rights and limitations set forth in this Agreement, Defendant agrees that, upon Final Approval, the Court shall enter a Permanent Injunction precluding Defendant from using the phrase “with antioxidant vitamin C from acerola superfruit” on the front label of any Labeling, Primary Packaging, or Secondary Packaging of any Product, which injunction shall become binding and enforceable against Defendant per paragraph 3.5, below.

3.2. Notwithstanding the provisions of section 3.1, Defendant shall be permitted, at its option, to include acerola cherry on the Ingredient Statement on the Product, to call out “acerola cherry” on front of the Product Label, and to list Vitamin C in compliance with FDA requirements on the Nutrition Facts panel.

3.3. Nothing herein shall limit the ability of the U.S. Food and Drug Administration (“FDA”) to enforce FDA regulations.

3.4. The Permanent Injunction shall expressly allow for Defendant and its packaging suppliers, bottlers, distributors, wholesalers and retailers of the Products to sell-through all existing stock using the current Primary Labeling and Secondary Labeling and introduce the new Primary Labeling and Secondary Labeling as they sell through existing stock. The sell-through shall not require the withdrawal or destruction of any existing Labeling or recall of Product.

3.5. Defendant’s obligation to comply with paragraph 3.1 for the Primary Packaging, Secondary Packaging, and the display of Labeling in other media (e.g., video, social media, billboards, and print) shall initiate following Preliminary Approval and be completed on the later of (a) sixty (60) days after the Effective Date, or (b) May 30, 2023.

IV. SETTLEMENT BENEFITS AND CLAIMS ADMINISTRATION

4.1. Defendant shall pay the amount of the Settlement Fund into the Settlement Fund Account, by wire transfer, according to the following: (a) within seven (7) days of an Order granting Preliminary Approval, Defendant shall pay \$500,000; (b) within seven (7) days of an order granting Final Approval, Molson Coors shall pay \$9,000,000. The Settlement Fund is the Defendant’s sole and exclusive monetary obligation under the Settlement.

4.2. The Settlement Fund shall be maintained as a qualified settlement fund pursuant to 26 CFR 1.468B-1 *et seq.*, in an interest-bearing account at a financial institution approved by Plaintiffs’ Counsel and subject to the oversight of the Claim Administrator.

4.3. The Settlement Fund Account shall be applied to pay, in the following order: (i) all Administrative Costs, including the costs and payments associated with the Notice Plan and administration of the Settlement, including all payments to the Claim Administrator; (ii) any necessary taxes and tax expenses on the Settlement Fund; (iii) any award of Attorneys' Fees and Expenses made by the Court to Plaintiffs' Counsel under this Agreement; (iv) any Incentive Awards made by the Court to Plaintiffs; and (v) Cash Payments for Valid Claims.

4.4. If after payment of items (i) through (iv) in Section 4.3, the total amount of Valid Claims exceeds the balance remaining in the Settlement Fund, then each Valid Claim in item (v) shall be reduced pro-rata. No Valid Claims shall receive less than the Minimum Cash Payment. If after payment of items (i) through (iv) in Section 4.3, money will remain in the Settlement Fund, then the amount paid for each Valid Claim in item (v), including Valid Claims that are entitled to the Minimum Cash Payment, shall be increased pro-rata, up to a maximum of three times the amounts set forth in section 4.8. If after such pro-rata increase in the payment of Valid Claims, there still remains money in the Settlement Fund, then upon approval by the Court, pursuant to the cy pres doctrine, the remaining amount shall be paid to the National Advertising Division. Cy pres payments shall be used for purposes consistent with the nationwide aims of the Litigation, and shall not be used by the recipients to fund any litigation activities against Defendant or other parties.

4.5. Every Settlement Class Member shall have the right to submit a Claim for a Cash Payment. 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.

4.6. At the election of the Settlement Class Member, Claim Forms may be submitted on paper via first class mail or online at the Settlement Website. Claim Forms must be

received by the Claim Administrator (not just postmarked) or submitted online no later than the Claim Filing Deadline, and Claim Forms submitted or received after that date will not be Valid Claims. 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); to review, prior to submitting the claim, a page that redisplay all information entered in the Claim Form and the names of image files uploaded; and to print, immediately after the Claim Form has been submitted, a page showing the information entered, the names of image files uploaded, and the date and time the Claim Form was received. If the Class Member attempts to submit an online Claim for more than fifteen dollars (\$15.00), but fails to provide a valid Proof of Purchase, the Class Member will receive fifteen dollars (\$15.00) in total. In addition, for Claim Forms that are submitted online, the Class Member shall be sent an email confirmation of the submitted claim that shows the information entered, the names of image files uploaded, and the date and time the Claim Form was submitted.

4.7. On the Claim Form and Settlement Website, the Settlement Class Member must certify the truth and accuracy of each of the following under the 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, email address
(unless the class member returns the claim form by mail, in which case an email address is optional);
- (c) The number of Products purchased during the Class Period, the approximate dates of purchase, the name of the Product(s), and (if

the Class Member elects to provide the information) Proof of Purchase; and

- (d) That the claimed purchases were not made for the purpose of resale.

A Claim not complying with all of the elements listed in this Section 4.7 is not a Valid Claim.

Only Valid Claims will be paid.

4.8. Class Members who provide a Valid Claim, as determined by the Claim Administrator, shall receive a Cash Payment as follows: five dollars (\$5) per 24-pack Unit of the Product purchased, three dollars (\$3.00) per 12-pack Unit of the Product purchased, and seventy-five cents (\$0.75) for each Single Can Unit of the Product purchased, subject to the following minimums and maximums:

- (a) The Minimum Cash Payment for any Valid Claim shall be six dollars (\$6.00) per Household, even if the Class Member purchased fewer units, subject to the number of Valid Claims and availability of funds remaining in the Settlement Fund Account.
- (b) A Class Member who does not provide valid Proof of Purchase shall receive a maximum Cash Payment of fifteen (\$15.00) dollars per Household. A \$15 Cash Payment would be equivalent to three (3) 24-pack Units of the Product; five (5) 12-pack Units of the Product; thirty (30) Single Can Units of the Product or combinations (such as two (2) 24-pack Units and two (2) 12-pack Units, or four (4) 12-pack Units of the Product and two (2) Single

Can Units of the Product). There shall be no maximum recovery for a Valid Claim accompanied by Proof of Purchase, subject to the number of Valid Claims and availability of funds remaining in the Settlement Fund Account. “Proof of Purchase” means a receipt or other documentation from Molson Coors or a third-party commercial source that reasonably establishes the fact and date of purchase of a Product by a Class Member during the Class Period.

If more than one Claim is submitted per Household, all such Claims shall be combined and treated as a single Claim for purposes of the limits set forth herein. All the amounts set forth in this paragraph shall be subject to being increased or decreased pro rata, pursuant to the terms of Section 4.4.

4.9. The Claim Administrator shall be responsible for processing Claim Forms and administering the Settlement Website, opt-out process, and Claims process described herein. The Claim Administrator will follow its ordinary course of practice regarding approval of Claims, subject to all Parties’ right to audit claims and challenge the Claim Administrator’s decision. If the Parties and the Claim Administrator cannot collectively agree how to resolve disputed Claims, then such disputes shall be resolved by the Court. Within thirty (30) days after the Effective Date, the Claim Administrator shall email all Class Members whose claims are denied to state the reasons for denial, at the email address (if any) provided by the Class Member on the Claim Form. If no email address is provided by the Class Member on the Claim Form, the Administrator shall not have an obligation to provide the Class Member any notification of the reasons for denial of the Claim. The Claim Administrator’s determination of whether a Claim is a Valid Claim, if not disputed by the Parties, shall be final and not subject to further review. No

Person shall have any claim against Plaintiffs, Defendant, Plaintiffs' Counsel, Defendant's 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.

4.10. Claims shall be paid by check mailed to the Settlement Class Member, or at the election of the Settlement Class Member on the Claim Form, by direct deposit into the Class Member's bank account, or another form of electronic transfer (such as Paypal, Venmo, Zelle, or Virtual Mastercard). All Valid Claims shall be paid by the Claim Administrator within sixty (60) days after the Effective Date. Checks must be negotiated within 180 days of issuance or they shall be void, and such unclaimed Cash Payments shall be paid cy pres to the National Advertising Division.

V. CLASS NOTICE

5.1. Subject to Court approval, the Parties agree to the following procedures for giving notice of this Settlement to Class Members. The Parties also agree that providing notice to the Class Members in the manner described herein is the best and most fair and reasonable notice practicable under the circumstances.

5.2. No later than the Notice Date, the Claim Administrator shall establish a toll-free number to call to obtain additional information and to request a mailed version of the Long Form Notice.

5.3. No later than 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 (derived from the Long Form Notice); a Contact Information page that includes the address for the Claim Administrator and addresses and telephone numbers for Plaintiffs' Counsel

and Defendant's Counsel; the Agreement; the signed order of Preliminary Approval and the publicly filed motion papers and declarations in support thereof; 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 they become available) the publicly filed motion for Final Approval and Plaintiffs' application(s) for Attorneys' Fees and Expenses and Incentive Awards, with supporting declarations.

5.4. The Settlement Website shall remain accessible until one hundred eighty (180) days after all Cash Payments are distributed.

5.5. Online Notice and Published Notice shall be provided as described in the Notice Plan.

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

5.7. **CAFA Notice.** Within ten (10) days of filing the Settlement Agreement with the Court, the Claim Administrator shall serve notice of this Settlement to appropriate state and federal officials pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715. The Claim Administrator shall be responsible for drafting and preparing the notice in conformity with 28 U.S.C. § 1715 and for identifying the appropriate state and federal officials to be notified.

5.8. The Claim Administrator shall provide any information or declaration requested by the Parties to assist with seeking Preliminary Approval and Final Approval.

5.9. At least fourteen (14) days prior to the Final Approval hearing, the Claim Administrator shall certify to the Court that it has complied with the notice requirements set forth herein and shall provide a declaration which includes the following information: the total number of Class Members; a sample copy of the Long Form Notice, Online Notice and Published Notice;

the number of Class Members who submitted a Valid Claim; the number of Class Members who elected to opt out of the Class; and the number of Class Members who objected to the Settlement.

5.10. Upon completion of the implementation and administration of the Settlement, the Claim Administrator shall provide a declaration for filing with the Court containing the post-distribution information identified in the Court's Procedural Guidance for Class Action Settlements regarding Post-Distribution Accounting.

5.11. All Administration Costs, including the costs of notice as set forth in this Section and all costs of the Claim Administrator in processing objections and exclusion requests as set forth in Sections 7.7 through 7.12, shall be paid from the Settlement Fund Account and Defendant shall have no responsibility for paying such costs other than as required in Section 4.2.

VI. ATTORNEYS' FEES, COSTS, AND EXPENSES, AND INCENTIVE AWARDS

6.1. Plaintiffs' Counsel may make application to the Court for an award of Attorneys' Fees and Expenses as compensation for the time and effort, undertaken in and risks of pursuing this Litigation. Any award of attorneys' fees, costs, or expenses, shall come solely from the Settlement Fund Account, and Defendant shall have no other obligation to pay any portion of Plaintiffs' or Plaintiffs' Counsel's fees, costs, or expenses.

6.2. Each Plaintiff may additionally apply to the Court for an Incentive Award as compensation for the time and effort undertaken in and risks of pursuing this Litigation, including the risk of liability for the Parties' costs of suit, and for agreeing to the broader release set forth in Section 8.1. The Incentive Award to Plaintiffs Marek, Dwight, Williams, Gannon, and Eyzaguirre shall not exceed \$5,000. The Incentive Award to Plaintiffs Fike, Waldron,

Tempest, and Nogueras shall not exceed \$2,500. Such Incentive Awards shall come solely from the Settlement Fund. Defendant shall have no other obligation to pay any portion of the Incentive Awards.

6.3. Defendant covenants and agrees on behalf of itself and Released Parties that, provided Plaintiffs' request for Attorneys' Fees and Expenses is consistent with Section 6.1 and provided that the requested attorneys' fees do not exceed \$2,500,000, exclusive of costs which are currently estimated to be approximately \$75,000, it and Released Parties shall not (a) oppose or submit any evidence or argument challenging or undermining Plaintiffs' request for Attorneys' Fees and Expenses; (b) encourage or assist any Person to oppose or submit any evidence or argument challenging or undermining Plaintiffs' application for Attorneys' Fees and Expenses; or (c) encourage or assist any Person to appeal from an order awarding Attorneys' Fees and Expenses. Defendant also covenants and agrees on behalf of itself and Released Parties that, Plaintiffs' request for Incentive Awards is consistent with Section 7.2, it and Released Parties shall not (a) oppose or submit any evidence or argument challenging or undermining Plaintiffs' request for Incentive Awards; (b) encourage or assist any Person to oppose or submit any evidence or argument challenging or undermining Plaintiffs' application for Incentive Awards; or (c) encourage or assist any Person to appeal from an order making an Incentive Award. Plaintiffs' Counsel and Plaintiffs agree that the denial of, reduction or downward modification of, or failure to grant any application for Attorneys' Fees and Expenses or Incentive Awards shall not constitute grounds for modification or termination of this Agreement, including the Settlement and Releases provided for herein.

6.4. Any Attorneys' Fees and Expenses awarded by the Court shall be paid by the Claim Administrator to Class Counsel within seven (7) days thereafter from the Settlement

Fund Account. If Final Approval or the award of Attorneys' Fees and Expenses is later reversed on appeal then, within seven (7) days of such order, all such distributions shall be repaid to the Claim Administrator, along with interest. If Plaintiffs' Counsel fails to make such repayment in full, the Claim Administrator may recover the amount owed plus interest. The Parties agree that Plaintiffs' Counsel shall be responsible for any and all reasonable fees, costs, and expenses incurred by the Claim Administrator or Defendant in connection with recovering the amount owed plus interest.

6.5. Within seven (7) days after the Effective Date, the Claim Administrator shall pay the Court-approved Incentive Awards from the Settlement Fund Account.

6.6. Except as set forth in this Agreement, each Party shall bear his, her or its own fees, costs and expenses.

VII. CLASS SETTLEMENT PROCEDURES

7.1. Conditional Certification. The Parties reached this Agreement before Plaintiffs filed a motion for class certification. Accordingly, Plaintiffs shall include a request for conditional certification as part of the motion for Preliminary Approval that seeks certification of the Settlement Class for settlement purposes only.

7.2. As a material part of this Settlement, Defendant, while reserving all defenses if this Agreement is not finally approved, hereby stipulates and consents, solely for purposes of and in consideration of the Settlement, to provisional certification of the Settlement Class. Defendant's stipulation and consent to class certification is expressly conditioned upon the entry of a Preliminary Approval Order, a Final Approval Order and Judgment, and as otherwise set forth in this Agreement. As part of the provisional stipulation, Defendant further consents to the appointment of Class Counsel and the Class Representatives to represent the Class. The

provisional certification of the Settlement Class, the appointment of the Class Representatives, and the appointment of Class Counsel shall be binding only with respect to this Settlement and this Agreement. If the Court fails to enter a Preliminary Approval Order or a Final Approval Order and Judgment, or if this Agreement and the Settlement proposed herein is terminated, canceled, or fails to become effective for any reason whatsoever, or the Court enters any order that increases the cost or burden of the Settlement on Defendant beyond what is set forth in this Agreement, the class certification, to which the Parties have stipulated solely for the purposes of this Settlement, this Agreement, and all of the provisions of any Preliminary Approval Order or any Final Approval Order shall be vacated by its own terms and the Litigation will revert to its status as it existed prior to the date of this Agreement with respect to class certification, the appointment of the Class Representatives, and the appointment of Class Counsel. In that event, Defendant shall retain all rights it had immediately preceding the execution of this Agreement to object to the maintenance of the Litigation as a class action, the appointment of the Class Representatives, and the appointment of Class Counsel and, in that event, nothing in this Agreement or other papers or proceedings related to this Settlement shall be used as evidence or argument by any of the Parties concerning whether the Litigation may properly be maintained as a class action under applicable law, whether the Class Representatives are adequate or typical, or whether Class Counsel is adequate or may be appointed to represent the Settlement Class or any Class Members.

7.3. Leave to File Second Amended Complaint. The Parties shall also file with the Court a stipulation providing for the filing of a Second Amended Complaint (“SAC”) seeking certification of a nationwide class. The SAC shall consolidate the Litigation and include all of the Plaintiffs.

7.4. Stay and Dismissal of the *Williams* Action and the *Eyzaguirre* Action.

After this Agreement is fully executed, the Parties shall request an immediate stay of all proceedings in the *Williams* Action and the *Eyzaguirre* Action. No later than five (5) days after entry of the Preliminary Approval Order, Williams and Gannon shall file a Notice of Dismissal dismissing the *Williams* Action. No later than five (5) days after the entry of the Preliminary Approval Order, Eyzaguirre shall file a Notice of Dismissal dismissing the *Eyzaguirre* Action.

7.5. Settlement Approval. As soon as practicable after the signing of this Agreement, Plaintiffs shall move, with the support of Defendant, the Court for entry of Preliminary Approval and Final Approval. Plaintiffs shall move the Court for entry of the Preliminary Approval order, substantially in the form of Exhibit C, granting Plaintiffs leave to file the Second Amended Complaint; conditionally certifying the Settlement Class; preliminarily approving this Agreement and this Settlement as fair, just, reasonable and adequate; approving notice to the Settlement Class Members as described in the Notice Plan and Part V above; and setting a hearing to consider Final Approval of the Settlement and any objections thereto. Plaintiffs shall simultaneously move, with the support of Defendant, for entry of the Final Approval, substantially in the form of Exhibit D, after expiration of the Objection/Exclusion Deadline, which order shall grant Final Approval of this Settlement and adjudging this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves from the Settlement Class as provided below; ordering that the settlement relief be provided as set forth in this Agreement and giving effect to the releases as set forth in Part VIII, below; and entering Judgment in favor of the Plaintiffs and against Defendant in the *Marek* Action.

7.6. The Preliminary Approval Order and Notice Plan shall advise prospective Class Members of their rights to file a Claim; to exclude themselves from the Settlement, forego the benefits of this Settlement and reserve the right to pursue an individual claim; to object to this settlement individually or through counsel; and to appear at the Final Approval Hearing. 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.

7.7. Objections. If any Settlement Class Member wishes to object to the Settlement and/or to be heard at the Final Approval hearing, the Settlement Class Member may submit a written objection, in compliance with the requirements set forth in the Long Form Notice and the Preliminary Approval Order. Objections must be *received by* the Claim Administrator (not just postmarked) by the Objection/Exclusion Deadline.

7.8. If any objection is received by the Claim Administrator, the Claim Administrator shall forward the objection and all supporting documentation to counsel for the Parties promptly. At least fourteen (14) days prior to the hearing on Final Approval, Plaintiffs' Counsel shall file all such objections and supporting documentation with the Court. The failure of the Settlement Class Member to comply with the filing requirements of Section 7.7 shall be grounds for striking and/or overruling the objection, even if the objection is submitted to the Claim Administrator.

7.9. 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 Claims. 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.

7.10. Exclusions. If any Settlement Class Member wishes to be excluded from this Settlement and the Settlement Class, the Settlement Class Member may do so by completing and submitting the online form at the Settlement Website or by mailing a valid request to opt out, as described in the Long Form Notice, to the Claim Administrator. Requests to exclude must be submitted online by the Objection/Exclusion Deadline, or if mailed must be *received by* the Claim Administrator (not just postmarked) by the Objection/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 received. A Settlement Class Member who elects to opt out of this Settlement and the Settlement Class shall not be permitted to object to this Settlement or receive any of the benefits of the Settlement. Settlement Class Members shall be encouraged, but not required, to provide their email addresses in their requests for exclusion.

7.11. 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.

7.12. At least fourteen (14) days prior to the hearing on Final Approval, the Claim Administrator shall prepare a list of the names of the persons who have excluded themselves from the Settlement Class in a valid and timely manner, and Plaintiffs' Counsel shall file that list with the Court, with service on Defendant's Counsel.

7.13. Right To Terminate Settlement Agreement. Except for changes to the Claim Filing Deadline and Objection/Exclusion Deadline, and except as set forth in Section 6.3

of this Agreement, 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 Exhibits) 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 Settlement 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.

7.14. Final Approval and Judgment. After Preliminary Approval, notice is provided to the Class Members, and the Claim Filing Deadline and Objection/Exclusion Deadline expires, a Final Approval Hearing shall be held on a date set by the Court. The Parties shall request that the Court enter the Final Approval Order, substantially in the form of Exhibit D.

7.15. Effect if Settlement Not Approved or Agreement is Terminated. This Agreement was entered into only for purposes of settlement. In the event that Preliminary or Final Approval of this Agreement does not occur for any reason, including without limitation termination of this Agreement pursuant to Section 7.13, or if Final Approval is reversed on appeal, 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; the Litigation may continue as if the settlement had not occurred; and any order conditionally certifying or approving certification of the Settlement Class shall be vacated; the Parties in the *Williams* Action and the *Eyzaguirre* Action may refile

their lawsuits; and the Parties will be returned to their pre-Settlement litigation posture. The Parties agree that all drafts, discussions, negotiations, documentation or other information prepared in relation to this Agreement, including the term sheet, 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. In such event, the Claim Administrator shall return to Defendant such portion of the amounts deposited pursuant to Section 4.2 that are not required to pay for notice and administration then-completed, plus accrued interest.

VIII. RELEASES

8.1. **Releases By Class Members and Released Parties.** Upon the Effective Date, Class Representatives and Class Members, including any Person claiming derivative rights of the Class Representative or Class Member as such person's parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assigns, representative of any kind, shareholder, partner, director, employee or affiliate, shall have unconditionally, completely, and irrevocably released and discharged the Released Parties from the Released Claims. Upon the Effective Date, Class Representatives and Class Members shall be forever barred from initiating, maintaining, or prosecuting any Released Claims against Released Parties.

8.2. **Additional Releases Regarding Plaintiffs and Released Parties.** In addition to the releases granted by Plaintiffs in the prior section, upon the Effective Date, Plaintiffs, his or her predecessors, successors, agents, assigns, attorneys and members of their families) on the one hand, and Released Parties on the other hand, shall have unconditionally, completely, and irrevocably released and forever discharged each other 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, whether legal or equitable or otherwise, known or unknown, 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, or arise directly or indirectly out of, or in any way relate to, allegations that Plaintiff, on the one hand, and Released Parties, on the other hand, have had in the past, or now have, whether or not related to the Released Claims. For avoidance of doubt, the other Settlement Class Members are not agreeing to the release as stated in Section 8.2.

8.3. Waiver of Provisions of California Civil Code § 1542. Plaintiffs and Defendant shall, by operation of Final Approval, be deemed to have waived the provisions, rights and benefits of California Civil Code § 1542, and any similar law of any state or territory of the United States or principle of common law. In addition, Settlement Class Members shall, by operation of Final Approval, be deemed to have waived the provisions, rights and benefits of California Civil Code § 1542, and any similar law of any state or territory of the United States or principle of common law, but only with respect to the Released Claims. 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**

8.4. Effectuation of Settlement. None of the above releases includes releases of claims to enforce the terms of the Settlement provided for in this Agreement.

8.5. No Admission of Liability. 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. Defendant expressly denies the Allegations. 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, except that this Agreement may be offered or received in evidence in such proceedings as may be necessary to consummate, interpret, or enforce this Agreement.

IX. ADDITIONAL PROVISIONS

9.1. Best Efforts. The Parties' counsel shall use their best efforts to cause the Court to approve of 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.

9.2. Change of Time Periods. 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 Defendant's Counsel, without notice to Settlement Class Members.

9.3. Time for Compliance. 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.

9.4. Governing Law. This Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflicts of law principles.

9.5. Representations Regarding Changed Practices. Plaintiffs' Counsel represent that the labeling changes required in Section III satisfy their concerns regarding the Allegations in the Litigation.

9.6. Entire Agreement. 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 constitute the complete and exclusive statement of its terms as between the Parties, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial proceeding, if any, involving the interpretation of this Agreement. Any amendment or modification of the Agreement must be in writing signed by Plaintiffs' Counsel and Defendant's Counsel.

9.7. Advice of Counsel. 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 and their counsel. The presumption found in California Civil Code section 1654 that uncertainties in a contract are interpreted against the party causing an uncertainty to exist is hereby waived by all Parties.

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

9.9. No Waiver. 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.

9.10. Requirement of Execution. This Agreement shall be valid and binding as to Plaintiffs, Plaintiffs' Counsel, the Settlement Class and Defendant upon (1) signature by Plaintiffs, (2) signature by an authorized representative of Defendant, and (3) signature as to form by an authorized representative of each of the law firms defined as Plaintiffs' Counsel and Defendant's Counsel.

9.11. Execution in Counterparts. 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.

9.12. Extensions of Time. 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.

9.13. Enforcement of this Agreement. The Court shall retain jurisdiction to enforce, interpret, and implement this Agreement.

9.14. Notices. 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:

Hayley Reynolds, Esq.
Gutride Safier LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 639-9090
Fax: (415) 449-6469
Email: vizzy@gutridesafier.com

If to Defendant or Defendant's Counsel:

Christopher Cole, Esq.
Katten, Muchin & Rosenman LLP
2900 K Street, N.W., Suite 200
Washington, DC 20007
Telephone: 202.625.3550
Email: chris.cole@katten.com

9.15. Confidentiality. The Parties, Plaintiffs' Counsel, and Defendant's Counsel agree to keep this Agreement confidential until the filing of the motion for Preliminary Approval.

9.16. Exhibits. The Exhibits to the Agreement are an integral part of the Settlement and are hereby incorporated and made part of the Agreement.

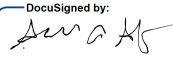
9.17. Complete Resolution. The Parties intend for this Agreement to be a complete and final resolution of all disputes between them with respect to the Litigation.

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 first date it has been executed by all of the undersigned.

APPROVED AS TO FORM:

DATED: January ___, 2023
1/13/2023


GUTRIDE SAFIER LLP

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Hayley Reynolds, Esq.
Seth Safier, Esq.
Attorneys for Plaintiffs

DATED: January ___, 2023
1/13/2023

SHEEHAN & ASSOCIATES, P.C.

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Spencer Sheehan, Esq.
Attorneys for Plaintiffs

DATED: January ___, 2023

THE WRIGHT LAW OFFICE, P.A.

Will Wright, Esq.
Attorneys for Plaintiffs

DATED: January 13, 2023

KATTEN, MUCHIN & ROSENMAN LLP



Christopher A. Cole, Esq.

Attorney for Defendant

APPROVED AND AGREED:

DATED: January ___, 2023

JENNIFER MAREK

Jennifer Marek

DATED: January ___, 2023

ISABELLE DWIGHT

Isabelle Dwight

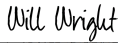
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DARREN WILLIAMS

Darren Williams

DATED: January __, 2023
1/13/2023

THE WRIGHT LAW OFFICE, P.A.

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Will Wright, Esq.
Attorneys for Plaintiffs

DATED: January __, 2023

KATTEN, MUCHIN & ROSENMAN LLP

Christopher A. Cole, Esq.

Attorney for Defendant

APPROVED AND AGREED:


DATED: January __, 2023

JENNIFER MAREK

Jennifer Marek

DATED: January __, 2023
1/13/2023

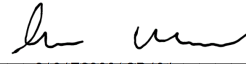
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Isabelle Dwight

DATED: January __, 2023
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DARREN WILLIAMS

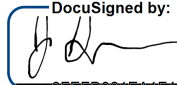
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Darren Williams

DATED: January ___, 2023
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JENNIFER GANNON

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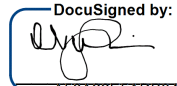


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Jennifer Gannon

DATED: January ___, 2023
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EVVIE EYZAGUIRRE

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Evvie Eyzaguirre

DATED: January ___, 2023

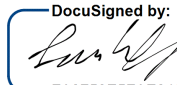
BRANDI FIKE

Brandi Fike

DATED: January ___, 2023
1/13/2023

LANCE WALDRON

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Lance Waldron

DATED: January ___, 2023
1/13/2023

JESSICA TEMPEST

DocuSigned by:



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Jessica Tempest

DATED: January ___, 2023
1/13/2023

VIVIAN NOGUERAS

DocuSigned by:



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Vivian Nogueras

DATED: January 13, 2023

MOLSON COORS BEVERAGE COMPANY USA LLC

By: Anne-Marie W. D'Angelo

Name: Anne-Marie W. D'Angelo

Its: Chief Legal: Government Affairs Officer