

NOTICE OF CLASS ACTION SETTLEMENT

**If you purchased a Long-Term Food Kit from Wise Company during the period February 15, 2013 through December 31, 2017, you could receive money from a proposed class action Settlement.**

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

A Settlement has been reached in a class action lawsuit against Wise Company LLC (“Wise” or “Defendant”) alleging that Wise misrepresented how long its Long-Term Food Kits would last and how many people they would feed. Wise denies all of the allegations. The Court has not ruled on the allegations or decided whether the Settlement should go forward. Cash awards ranging from \$15 to \$1,400 per product will be made only to customers who submit timely and complete Claim Forms, and after the Court approves the Settlement and any appeals are resolved. The decision whether to participate in, request to be excluded from, or object to the Settlement is entirely yours.

<b>YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT</b>	
<b>DO NOTHING</b>	If you do nothing, you will not receive any payment from the Settlement, but you will release any related claims you may have against Wise. See Section 21 below for more information about the release.
<b>SUBMIT A CLAIM FORM TO RECEIVE A CASH AWARD</b>	You are required to submit a Claim Form certifying that you purchased one or more Long-Term Food Kits for shipment to California during the Class Period. If you do so, you will release any related claims you may have against Wise. See Section 10 below for more information about how to obtain your Settlement payment. See Section 21 below for more information about the release.
<b>REQUEST TO BE EXCLUDED FROM THE SETTLEMENT</b>	Ask to be excluded. Get no payment from the Settlement. Retain the right to file your own lawsuit for the same claims. See Section 11 below.
<b>OBJECT TO THE TERMS OF THE SETTLEMENT</b>	File an objection to the Settlement terms. See Section 12 below.

**Please read this Notice carefully. It describes your rights, and the steps you must take to receive money or exclude yourself from the Settlement.**

**BASIC INFORMATION**

**1. Why did I receive this Notice?**

Wise’s records show that you purchased one or more Wise Long-Term Food Kits during the period February 15, 2013 – December 31, 2017 (the “Class Period”). If so, a Settlement has been reached in a class action lawsuit against Wise that affects your rights. The Court has approved and ordered that you be sent this Notice.

**2. What is the case about?**

This class action, known as *Miller v. Wise Company Inc.*, U.S. District Court, Central District of California, Case No. 5:17-cv-00616-JAK-PLA, alleges that on its website (<http://www.wisefoodstorage.com>) and packaging, Wise made misrepresentations and omitted material information about how long its Long-Term Food Kits would last and how many people they would feed. The customers who brought the case (the “Plaintiffs”) allege that as a result, customers were induced to pay more for those products than they otherwise would have.

**3. How does Wise respond?**

Wise denies all of the allegations of wrongdoing in the lawsuit. Wise contends that this case should not be maintained as a class action, that it did not make any misrepresentations or omissions, and that none of its customers were harmed.

**4. What is a class action and who is involved?**

In a class action, one or more people (the “Class Representatives”) sue on behalf of other people who have similar claims. The Class Representatives in this case are Nicholas Miller and Jeffrey Borneman. The other customers they seek to represent are the “Class” or “Class Members.”

**5. Why is the lawsuit being settled?**

After Settlement negotiations and the exchange of information and documents, the Class Representatives and Wise have agreed to settle this case rather than go to trial. The Settlement represents a compromise of disputed claims and is not an admission that Wise violated the law, or that Plaintiffs could not recover additional relief if they continued to trial. The Class Representatives and Class Counsel believe the Settlement is in the best interests of the Class, given the risks and expense of going to trial.

**6. Has the Court decided who is right?**

No. The Court has not ruled on the merits, and has decided only that the Settlement is within the range of reasonableness and that you should get a copy of this Notice so that you can review the Settlement and determine whether you want to participate in the Settlement, object to it, or exclude yourself from the Settlement.

**7. Who is the Settlement Administrator?**

The Settlement Administrator is a third party appointed by the Court to send this Notice, process and issue Settlement checks, and otherwise administer the Settlement. You may contact the Settlement Administrator to update your contact information or ask questions about the claims process. You may contact the Settlement Administrator at:

*Miller v. Wise Company Inc.*  
Settlement Administrator  
c/o KCC Class Action Services  
P.O. Box 404000  
Louisville, KY 40233-4000  
1-866-447-1736  
info@wisefoodsettlement.com

**YOUR RIGHTS AND OPTIONS**

**8. Am I part of this Class?**

For purposes of this Settlement only, the Class includes all persons who purchased one or more of the following products (“Eligible Products”) for shipment to California during the period February 15, 2013 through December 31, 2017:

- 1-Month Emergency Food Supply Box;
- 56 Serving Breakfast/Entrée Bucket;
- 84 Serving Grab and Go Bucket;
- 240 Serving Long-Term Food Supply Package;
- 3-Month Emergency Food Supply Box;
- 360 Serving Long-Term Food Supply Package;

6-Month Emergency Food Supply Box;  
720 Serving Long-Term Food Supply Package;  
1080 Serving Long-Term Food Supply Package;  
12-Month Emergency Food Supply Box;  
1440 Serving Long-Term Food Supply Package;  
2160 Serving Long-Term Food Supply Package;  
2880 Serving Long-Term Food Supply Package;  
4320 Serving Long-Term Food Supply Package;  
Ultimate Emergency Prepper Pack, 1 Month for 2 adults;  
Ultimate Emergency Prepper Pack, 1 Month for 4 adults;  
Ultimate Emergency Prepper Pack, 3 Months for 1 adult;  
Ultimate Emergency Prepper Pack, 3 Months for 2 adults.

#### **9. What does the Settlement provide?**

Wise has agreed (1) to pay Class Members who submit timely and complete Claim Forms cash awards of 20% (twenty percent) of the actual (if documented) or average purchase price of their Eligible Products, which is \$15-\$1,400 per product, depending on the product; and (2) to make significant changes to its website and to its product packaging so that the products will no longer be marketed as containing an “X day” or “X month” supply. In return, the Class Members who do not timely request to be excluded from the Settlement will release any claims they might have against Wise that are related to the claims asserted in the lawsuit, except for personal injury claims.

#### **10. How do I participate in the Settlement and submit a Claim Form?**

**To receive a cash award, you must complete and submit a Claim Form.** If you received this Notice by mail, a paper copy of the Claim Form is enclosed. If you received an email Notice, the Claim Form is linked in your email. You can also access a fillable form or download and print the form from the Settlement Website, [www.wisefoodsettlement.com](http://www.wisefoodsettlement.com).

If you purchased one or more Eligible Products directly from Wise (for example, through the Wise website or by phone), Wise has compiled your purchase history and computed the amount of your Settlement rebate. You can access your purchase history and rebate amount by clicking [here](#) or visiting the Settlement Website [www.wisefoodsettlement.com](http://www.wisefoodsettlement.com) and then clicking on the “Class Member Purchase Info” link. Upon final approval, you will receive a check with your payment, and your claims against Wise will be released.

**To be effective, your Claim Form must be emailed or postmarked no later than May 28, 2019.**

#### **11. How do I request to be excluded from the Settlement?**

If you wish to be excluded from the Settlement, you must submit a request for exclusion from the Settlement Class that includes: (1) your name and address; (2) your physical signature; (3) the name and number of the lawsuit (i.e., *Miller v. Wise Company*, U.S. District Court, Central District of California, Case No. 5:17-cv-00616-JAK-PLA); and (4) a statement that you wish to be excluded from the Settlement Class. Your request must be mailed to the Settlement Administrator at the address specified above in Section 7. **To be effective, your request must be postmarked no later than May 28, 2019.**

If you do not complete and timely mail a valid request for exclusion, you will be bound by all terms and conditions of the Settlement, including its release of claims. If you do submit a timely and valid request for exclusion, you will not receive any money from the Settlement, but you will retain any right you may have to sue Wise separately about the same legal claims in this lawsuit.

## 12. May I object to the Settlement?

If you believe the Settlement is unfair or inadequate, you may object, personally or through an attorney, by filing your objection with the Court at the address below. You cannot both object to the Settlement **and** exclude yourself from the Settlement. Your objection must include: (1) your name and address, (2) the reason(s) why you object to the Settlement, including any legal citations or evidence and copies of any documents relied on, (3) a statement that you purchased one or more Eligible Products during the Class Period and are a Settlement Class Member, (4) a statement of whether you intend to appear at the final Settlement approval hearing, and (5) your physical signature. **To be effective, your objection must be postmarked no later than May 28, 2019. Do not telephone the Court or counsel for the Defendant.**

Your objection should be either (1) filed through the Court's ECF system if you are represented by counsel, or (2) mailed or delivered no later than **May 28, 2019** to the following:

### Counsel For Plaintiffs:

Mark A. Chavez  
CHAVEZ & GERTLER LLP  
42 Miller Avenue  
Mill Valley, California 94941

### Counsel For Defendant:

Rick Shackelford  
Greenberg Traurig LLP  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067

Please note that the Court cannot rewrite the terms of the Settlement; it can only decide whether to approve or reject the terms that have been agreed upon. If the Court approves the Settlement, you will be bound by its terms and conditions, notwithstanding your objection.

## 13. When will I receive my cash award?

Claim Forms will be processed and paid on a rolling basis after the Effective Date of the Settlement, which will be either when the Court issues its order of final approval or, if objections are filed, after the time to appeal from any ruling on the objections has expired. If any appeal is filed relating to the merits of the Settlement, payments will be delayed until any appeals are finally resolved in favor of the Settlement. Please be patient.

### THE LAWYERS REPRESENTING YOU

## 14. Do I have a lawyer in this case?

The Court has determined that the law firms of Chavez & Gertler LLP, Braun Law Group, and Law Offices of Andrew Kierstead, are qualified to represent you and all members of the Class. Lawyers for these firms are called "Class Counsel." They are experienced in handling similar cases. Their contact information is at the end of this Notice.

## 15. May I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, you are responsible for paying for that lawyer.

**16. How will Class Counsel be paid?**

You do not have to pay Class Counsel's fees and costs. The fees and expenses that the Court approves for Class Counsel will be paid by Wise in addition to the amounts paid to Class Members. More information about the attorneys' fees and costs is set forth in Section 18 below.

**17. What is a "Class Representative Service Award"?**

In class actions such as this one, a court may provide the Class Representative a service award in recognition of the time, effort, and risks the Class Representative took to prosecute the case. In the present case, the Parties have agreed that Plaintiffs may request the Court to award each of them up to \$3,000. Wise will pay the amounts awarded over and above what it pays to the members of the Settlement Class.

**18. How much will the attorneys be paid?**

Plaintiffs will request the Court to award them their attorneys' fees, costs and expenses incurred in connection with their work in this case. Wise has agreed to pay the amount awarded by the Court over and above what it pays to the members of the Settlement Class.

Class Members are not personally liable for any fees or costs.

**19. How much will it cost to administer the Settlement?**

It is estimated that it will cost approximately \$110,000 for the Settlement Administrator to fully administer the Settlement. Any costs are subject to review and approval by the Court. Wise has agreed to pay those expenses in addition to the other payments it will make.

**20. How will the Settlement payments be distributed to Class Members?**

The Settlement awards described above will be distributed to all Class Members who submit timely and complete Claim Forms beginning 75 days after the Effective Date. The checks will be valid for a period of 6 months (180 days) after the date of issue. Please update the Settlement Administrator if your contact information changes prior to the time your check is received.

In the event that any Settlement funds remain unclaimed (for example, checks are not cashed within the 6-month period), the unclaimed funds will be paid to Public Health Advocates or to such other nonprofit organization that the Court may approve as the designated "*cy pres*" beneficiary of the Settlement.

**RELEASE OF CLAIMS**

**21. What claims are being released as part of the Settlement?**

Upon the Effective Date of the Settlement by the Court, Plaintiffs and Settlement Class Members shall release and forever discharge any and all direct, individual, or class claims, rights or causes of action or liabilities whatsoever, whether known or unknown, whether accrued or unaccrued, and whether arising under federal, state, local, statutory, common or any other law, rule, or regulation that were or could have been asserted against Wise and its present and former owners, officers, directors, employees, parents, predecessors, successors and assigns, by Plaintiffs or any other Settlement Class Members in the Action, predicated upon the facts alleged in the Action. The Released Claims do not, however, include any claims for personal injuries.

## FINAL SETTLEMENT APPROVAL HEARING

### 22. When will the Court consider whether to finally approve the Settlement?

The Court will hold a hearing in the United States District Court for the Central District of California, located at 350 W. First Street, Los Angeles, CA, on **July 15, 2019 at 8:30 a.m.**, to decide whether the Settlement is fair and should be finally approved. At that time, the Court will also decide whether to approve Class Counsel's request for attorneys' fees and reimbursement of costs and the Class Representative Service Awards.

**It is not necessary for you to appear at this hearing.** If you have timely submitted an objection to the Settlement and a notice of intent to appear, you may appear at the hearing to argue your objection to the Court. Any attorney who will represent you must file a notice of appearance with the Court on or before **July 8, 2019** (one week before the hearing). You will be solely responsible for the fees and costs of your own attorney.

The hearing may be postponed without further notice to the Class. The new hearing date will be posted on the Settlement Website. If the Settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution.

## FURTHER INFORMATION

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

This Notice provides a summary of the basic terms of the Settlement. The complete terms and conditions of the Settlement Agreement, as well as a copy of the complaint and other documents relevant to the Settlement are available on the Settlement Website, [www.wisefoodsettlement.com](http://www.wisefoodsettlement.com). You can also view case documents on the website for the United States District Court for the Central District of California, or by visiting the Clerk of the Court at 350 W. First Street, Los Angeles, CA.

If you have more questions about this Notice or this lawsuit, please contact the Settlement Administrator (see contact information in Section 7) or Class Counsel at:

CHAVEZ & GERTLER LLP  
Mark A. Chavez (SBN 090858)  
Nance F. Becker (SBN 099292)  
42 Miller Avenue  
Mill Valley, CA 94941  
Telephone: (415) 381-5599  
Facsimile: (415) 381-5572  
[mark@chavezgertler.com](mailto:mark@chavezgertler.com)  
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1999 Avenue of the Stars, Suite 1100  
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[mdb@braunlawgroup.com](mailto:mdb@braunlawgroup.com)

LAW OFFICES OF ANDREW KIERSTEAD  
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1001 SW 5th Ave, Suite 1100  
Portland, OR 97204  
Telephone: (508) 224-6246  
Facsimile: (508) 224-4356  
[akier@aol.com](mailto:akier@aol.com)

**PLEASE DO NOT TELEPHONE OR WRITE THE COURT, THE OFFICE OF THE CLERK,  
THE DEFENDANTS OR COUNSEL FOR THE DEFENDANT FOR  
INFORMATION REGARDING THIS SETTLEMENT.**