United States District Court for the Central District of California
*Banks, et al. v. R.C. Bigelow, Inc.,* Case No. 2:20-cv-06208-SVW (RAOx)

# If You Purchased Bigelow Tea Products* in California, You May Be Eligible to Receive Payment from a Class Action Settlement

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

- A proposed Settlement has been reached in a class action lawsuit called *Banks, et al. v. R.C. Bigelow, Inc.,* Case No. 2:20-cv-06208-SVW (RAOx). The lawsuit alleges that Defendant R.C. Bigelow, Inc. ("Bigelow") falsely and deceptively advertised certain of its tea products as Manufactured in the USA. Bigelow denies the allegations in the lawsuit. The Parties have agreed to settle the lawsuit to avoid the uncertainties, expenses and expenditure of resources associated with further litigation. For instructions on how to view the Settlement Agreement, please see question 16.
- This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Judge Stephen V. Wilson of the United States District Court for the Central District of California is overseeing the Settlement.
- You are eligible to participate in this Settlement if you purchased any Bigelow Tea Product* at a retail store in California from October 17, 2017 to July 31, 2023.
- *Bigelow Tea Products include any 18/20 count box of Bigelow Earl Grey Black Tea Caffeine, Green Tea Caffeine, Constant Comment Black Tea Caffeine, Green Lemon Tea Caffeine, Vanilla Chai Black Tea Caffeine, English Tea Time Black Tea Caffeine, Spiced Chai Black Tea Caffeine, French Vanilla Black Tea Caffeine, or Vanilla Caramel Black Tea Caffeine, labeled as "Manufactured in the USA 100% American Family Owned."
- To receive payment under the Settlement, you must submit a timely and valid Claim Form. Class Members who do not exclude themselves from the Settlement will be bound by the Settlement even if they do not submit a Claim Form.
- Class Members who submit timely and valid Claim Forms ***with*** Proof of Purchase are eligible to receive a payment of **up to $20**, depending on the number of Bigelow Tea Products purchased.
- Class Members who submit timely and valid Claim Forms ***without*** Proof of Purchase are eligible to receive a payment of **up to $10**, depending on the number of Bigelow Tea Products purchased.
- The Parties have further agreed that Bigelow will pay the costs of class notice and to administer this Settlement, reasonable attorneys' fees and costs, and a service award to the two Plaintiffs, subject to the terms of the Settlement Agreement.

**Please read this Notice carefully and in its entirety.**
**Your rights may be affected by the proposed Settlement of this lawsuit,**
**and you have a choice to make now about how to act:**

| YOUR LEGAL RIGHTS AND OPTIONS | |
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| **SUBMIT A CLAIM FORM BY FEBRUARY 8, 2027** | **This is the only way to receive a monetary payment from the Settlement.** Claim Forms must be submitted by **February 8, 2027**. For more details about the claim process, please see question 7 below. |
| **EXCLUDE YOURSELF FROM THE CLASS BY JANUARY 7, 2027** | If you request to be excluded from the Settlement, you will not be eligible to receive the monetary payment, but this is the only option that will allow you to keep your right to sue Bigelow about the same legal claims in this lawsuit. Requests for Exclusion must be submitted by **January 7, 2027**. For more details about excluding yourself from the Settlement, please see question 9 below. |
| **OBJECT BY JANUARY 7, 2027** | You may write to the Court to object to the proposed Settlement. You must remain in the Settlement (i.e., not exclude yourself) in order to object to the Settlement. Objections must be filed with the Court by **January 7, 2027**. For more details about objecting to the Settlement, please see question 10 below. |
| **ATTEND THE FINAL APPROVAL HEARING ON MAY 17, 2027** | You may ask to speak in Court about the fairness of the Settlement at the final approval hearing. Written notice of your intent to appear at the final approval hearing in the lawsuit must be filed with your Objection by **May 17, 2027**. You may enter your appearance in Court through an attorney at your own expense if you so desire. For more details about attending the final approval hearing, please see questions 10, 14, and 15 below. |
| **DO NOTHING** | By doing nothing, you will ***not*** receive any monetary payment, and you will also give up any rights to sue Bigelow separately about the same legal claims in this lawsuit. |

- Your rights and options – **and the deadlines to exercise them** – are further explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement. The Settlement Benefit (i.e., the monetary payments described herein) will be made available if the Court finally approves the Settlement, and after any appeals are resolved, if they are resolved in favor of settlement approval.
- If you have any questions, please visit www.TeaClassAction.com or contact Class Counsel, or the Settlement Administrator, listed in question 16 below.

## BASIC INFORMATION

### 1. Why did I get this Notice?

If you purchased any Bigelow Tea Products from October 17, 2017 to July 31, 2023 at a retail store in California, you may be a Settlement Class Member. If you previously received Notice of this Settlement by e-mail, you have been identified from available records as a possible purchaser of the Bigelow Tea Products at issue in the lawsuit. You also may have received this Notice because you requested more information after reading the Settlement Website or other Notice. If the Court approves the Settlement, and if objections and all appeals are resolved in favor of settlement approval, JND, the settlement administrator, will oversee the distribution of the Settlement Benefits. You can follow the progress of the Settlement on the settlement website www.TeaClassAction.com.

### 2. What is this class action lawsuit about?

The persons who sued are called the Plaintiffs, and the company they sued, R.C. Bigelow, Inc., is called the Defendant or "Bigelow." Plaintiffs and Bigelow are collectively referred to as "the Parties." Plaintiffs brought this lawsuit on behalf of all other consumers in California who similarly purchased Bigelow Tea Products at a retail store in California at any time from October 17, 2017 to July 31, 2023 ("Class Members"). This lawsuit alleges that the Bigelow Tea Products were falsely and deceptively advertised as Manufactured in the USA.

On April 8, 2025, a jury found that Bigelow violated California's Consumer Legal Remedies Act, breached an express warranty, made a false representation, and awarded $2,360,744 to Plaintiffs and the Class. The Court entered Judgment and Bigelow appealed.

Bigelow continues to deny the allegations, but the Parties have agreed to settle the lawsuit to avoid the uncertainties, expenses and expenditure of resources associated with ongoing litigation.

### 3. Am I part of the Class?

If you purchased any Bigelow Tea Products at a retail store in California from October 17, 2017 to July 31, 2023, you may be a Settlement Class Member.

"Bigelow Tea Products" include any 18/20 count box of Bigelow Earl Grey Black Tea Caffeine, Green Tea Caffeine, Constant Comment Black Tea Caffeine, Green Lemon Tea Caffeine, Vanilla Chai Black Tea Caffeine, English Tea Time Black Tea Caffeine, Spiced Chai Black Tea Caffeine, French Vanilla Black Tea Caffeine, or Vanilla Caramel Black Tea Caffeine, labeled as "Manufactured in the USA 100% American Family Owned."

You are ***not*** a member of the Settlement Class if: (a) you timely and properly exclude yourself from this Settlement, explained in Question 9 below, (b) you are a distributor or retailer of Bigelow Tea Products, (c) you are a member of the Court or its staff, (d) you are the Mediator or his staff, or (e) you are counsel of record for the Parties or their immediate family members.

## 4. What does the Settlement provide?

The Settlement provides monetary compensation to Class Members who submit valid and timely Claim Forms.

Class Members who submit a timely and valid Claim Form ***with*** Proof of Purchase can recover up to $20, depending on the number of eligible Bigelow Tea Products purchased.

Class Members who submit a timely and valid Claim Form ***without*** Proof of Purchase can recover up to $10, depending on the number of eligible Bigelow Tea Products purchased.

"Proof of Purchase" means a receipt, copies of receipts, paid invoice, or other similar types of documentation evidencing your purchase of Bigelow Tea Products at a retail store in California at any time from October 17, 2017 to July 31, 2023.

Class Members residing in the same Household (i.e., the same mailing address) who each submit a Claim Form will only be entitled to a collective maximum payment of $10 or $20 per Household, depending on whether Proof of Purchase is submitted.

If the aggregate total monetary value of valid Claim Forms submitted by all Class Members exceeds the Class Judgment Amount of $2,548,187, your Settlement Benefit will be reduced *pro rata*, based on the number of qualifying purchases.

If the aggregate total monetary value of valid Claim Forms submitted by all Class Members is less than the Class Judgment Amount of $2,548,187, your Settlement Benefit will be increased *pro rata*, based on the number of qualifying purchases, up to a maximum of $20 if you submitted a valid Claim under Option A, and up to a maximum of $40 if you submitted a valid Claim under Option B.

The Class Judgment Amount is the amount the jury awarded to the Class ($2,360,744) plus $187,443, which represents two years of post-judgment interest at a rate of 3.97% (the rate in in effect during the week of the jury verdict).

## 5. What happens to any unclaimed funds?

Your Settlement Benefit will be issued to you in the form of a paper check or electronic payment—whichever method you select on the Claim Form. Settlement Class Members have 30 days to accept electronic payment via PayPal, pursuant to PayPal's procedures and they have 90 days from the date of issuance to cash their checks. Any funds for which Class Members fail to take custody within these timeframes are considered Unclaimed Settlement Benefits and will be paid to Feeding America, a non-profit organization that advocates against hunger, or the Consumer Federation of California, a non-profit organization that advocates for consumers (subject to the Court's final approval). Neither the Parties nor their counsel have any interest in the governance or work of Feeding America or the Consumer Federation of California.

## 6. When will I get my monetary payment?

The hearing to consider the fairness of the Settlement is scheduled for **May 17, 2027**. If the Court approves the Settlement, and you submit a timely and valid Claim Form, you will receive payment within approximately 45 days after the Settlement has been finally approved and/or after any appeals process is complete approving the Settlement.

### HOW TO GET THE SETTLEMENT BENEFITS

## 7. How do I get my monetary payment?

If you are a Class Member and want to receive payment under the Settlement, you ***must*** complete and submit a Claim Form. Claims Forms can be found and submitted through the Settlement Website www.TeaClassAction.com no later than **February 8, 2027**, or they can be mailed and postmarked to Tea Class Action, c/o JND Legal Administration, P.O. Box 91307, Seattle, WA, 98111 no later than **February 8, 2027**.

To submit a Claim Form online or to request a paper copy, go to www.TeaClassAction.com or call toll free, 1-844-566-0049.

### YOUR RIGHTS AND OPTIONS

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

If you do nothing, then you will remain in the Settlement Class and will not receive any payment from this Settlement. If the Court approves the Settlement, you will be bound by its terms, you will no longer have the ability to sue Bigelow with respect to the claims that are the subject of the lawsuit, and your claims will be released and dismissed.

The Settlement Agreement describes the released claims in more detail, so please read it carefully. If you have any questions, you can contact the lawyers listed in question 16 for free to discuss, or you can talk to another lawyer of your own choosing.

## 9. How do I exclude myself from the Settlement?

If you exclude yourself from the Settlement – which is sometimes called "opting-out" – you will not get any money from the Settlement. However, you will not release any rights you may have to separately sue or continue to sue Bigelow for the legal claims that are the subject of the lawsuit.

To exclude yourself from the Settlement, you must submit a valid and timely Request for Exclusion to the Settlement Administrator. In order to be valid, your Request for Exclusion must:

- state that you "want to be excluded from the Settlement in *Banks, et al. v. R.C. Bigelow, Inc.*, Case No. 2:20-cv-06208-SVW (RAOx)" or contain similar words that make clear your intention to be excluded from the Settlement;
- include your name, current address, and telephone number; and

- be signed and dated by you personally.

To be timely, your request for exclusion must be submitted by **January 7, 2027** via email to info@TeaClassAction.com or by U.S. Mail, postmarked on or before that date, to the following address:

Tea Class Action – Exclusions
c/o JND Legal Administration
P.O. Box 91307
Seattle, WA 98111

## 10. How do I object to the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not think it is fair. The Court will consider your views. However, you cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If this is what you want to happen, you can object.

To validly object, the Objection must contain:

- a statement that identifies it as "Objection to Class Settlement in "*Banks v. R.C. Bigelow, Inc*., No. 2:20-cv-06208-SVW (RAOx)" or similar words that make clear your intention to object;
- your name, address, telephone number, and, if available, email address, and if represented by counsel, the foregoing information for your counsel;
- information sufficient to establish your standing as a Class Member (e.g., Proof of Purchase or verification under penalty of perjury as to your purchase of a Class Product);
- a clear and concise statement of the factual and legal grounds for the Objection;
- whether the Objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- whether you or your counsel intend to appear at the Final Approval Hearing; and
- your signature, in addition to the signature of your attorney, if any.

You must submit your written objection to the Court, by either (1) mailing it to the Class Action Clerk, United States District Court for the Central District of California, 350 West 1st Street, Los Angeles, CA 90012; or (2) filing it in person at any location of the United States District Court for the Central District of California or via the ECF electronic filing system. The Objection must be submitted by **January 7, 2027**.

## 11. What is the difference between objecting and excluding myself from the Settlement?

Objecting means telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement means that you do not want to be part of the Settlement Class. If you exclude yourself, then you have no basis to object to the Settlement.

## THE LAWYERS REPRESENTING YOU

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

The Court appointed the law firms of The Wand Law Firm, P.C. and Schneider Wallace Cottrell Kim LLP to represent Class Members as "Class Counsel." Class Counsel believe, after conducting an extensive investigation, that the Settlement is fair, reasonable, and in the best interests of the Class Members. You will not be charged for these lawyers. If you want to be represented by a different lawyer in this case, you may hire one at your own expense. If you have any questions about the Settlement, you can contact Class Counsel at the contact information listed in question 16.

### 13. How will the lawyers be paid?

Separate and apart from the monetary benefit to be paid to the Class Members, Class Counsel may submit a Fee Application seeking the following, subject to Court approval: (a) $2,746,451 in attorneys' fees and $653,756 in litigation expenses, (b) payment of $25,000 to each of the two Plaintiffs in recognition of their efforts on behalf of the Class, which included testifying at trial, for a total of $50,000, and (c) payment of up to $501,605.90 to the Settlement Administrator for the costs of providing notice and administering the settlement.

## THE COURT'S FINAL APPROVAL HEARING FOR THE SETTLEMENT

### 14. Where and when will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at **1:30 p.m. on May 17, 2027** in Courtroom 10A of the Felicitas and Gonzalo Mendez United States Courthouse, located at 350 West 1st Street, Los Angeles, CA 90012. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider Class Counsel's request for attorneys' fees and costs; and to consider the request for the Class Representative Services Awards for the Plaintiffs. At that hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so please check www.TeaClassAction.com or call 1-844-566-0049 from time to time. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the time and date of such hearing.

### 15. Do I have to come to the Final Approval Hearing?

No. You do not need to attend the Final Approval Hearing in order to receive payment under the Settlement. Class Counsel will answer any questions the Court may have on behalf of the Settlement Class Members. But you are welcome to attend the Final Approval Hearing at your own expense. If you submit an Objection, you do not have to come to Court to talk about it. If you submitted your Objection on time, the Court will consider it. You may also pay to have another lawyer attend on your behalf, but that is not required.

You, or any lawyer you hire, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your Objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be filed with the Court or postmarked no later than **January 7, 2027**.

## GETTING MORE INFORMATION

### 16. Are more details available?

Yes. This Notice summarizes the Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.TeaClassAction.com; contact Class Counsel at the information listed below; or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cacd.uscourts.gov. You can also call the Settlement Administrator at 1-844-566-0049.

**Class Counsel Contact Information**

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