

The Honorable Robert S. Lasnik

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

BRUCE CORKER d/b/a RANCHO ALOHA;  
COLEHOUR BONDERA and MELANIE  
BONDERA, husband and wife d/b/a  
KANALANI OHANA FARM; ROBERT SMITH  
and CECELIA SMITH, husband and  
wife d/b/a SMITHFARMS; and SMITHFARMS,  
LLC, a Hawaii limited liability company, on behalf  
of themselves and others similarly situated,

Plaintiffs,

v.

MNS LTD., a Hawaii Corporation,

Defendant.

CASE NO. 2:19-CV-00290-RSL

**DECLARATION OF JASON L.  
LICHTMAN IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

I, Jason L. Lichtman, declare as follows:

1. I am a partner in the law firm of Lief Cabraser Heimann & Bernstein, LLP ("LCHB"). I am Plaintiffs' counsel of record in this litigation, along with Karr Tuttle Campbell. I am a member in good standing of the bars of Illinois, New York, and the District of Columbia. I respectfully submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Plaintiffs' settlement with MNS Ltd. ("MNS"). Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

2. I have been involved in all aspects of this litigation since March 2019.

3. As part of the present motion, Plaintiffs respectfully ask that this Court appoint Jason L. Lichtman, Daniel E. Seltz, and Andrew R. Kaufman of my law firm and Nathan Paine of Karr Tuttle Campbell as Settlement Class Counsel on behalf of the Class. Mr. Seltz, Mr. Kaufman, and I have extensive experience investigating, prosecuting, and resolving complex class actions, and are well-qualified to serve as Settlement Class Counsel here. My firm has committed and will continue to commit substantial resources to this case. I attached LCHB's firm resumé to my declaration submitted with a previous round of settlements in this litigation (*see* Dkt. 394-8), and incorporate it here. My co-counsel, Nathan Paine, also previously submitted his qualifications to the Court. *See* Dkt. 395.

#### **I. Settlement Negotiations and Settlement Agreements**

4. These settlements, like the ones previously presented to the Court (Dkt. 393, 411, 602, 702), are the result of intensive litigation and arms-length negotiations.

5. After this Court ruled on the defendants' motions to dismiss, discovery commenced in the fall of 2019.

6. In the spring of 2020, the parties agreed to a brief pause in most discovery activity to engage in a near-global, all-day, remote mediation before Hon. Edward Infante (ret.), of JAMS, on June 2. MNS participated in that mediation, but did not reach an agreement with Plaintiffs at that time. The parties returned to litigating immediately after the mediation with Judge Infante.

7. MNS and Plaintiffs participated in a mediation with Robert Meyer of JAMS, on February 24, 2023. At the close of that all-day mediation, Mr. Meyer made a mediator's proposal, which both parties accepted within the week that Mr. Meyer gave the parties to consider it. The parties then set to work on memorializing the settlement. The fully executed Settlement Agreement is attached hereto as Exhibit 1.

1 **II. Investigation and Discovery**

2 8. The Settlement Agreement was negotiated by counsel with knowledge of the  
3 issues and litigation risks as a result of their thorough investigation and discovery efforts. Mr.  
4 Paine, Mr. Seltz, Mr. Kaufman, and I performed many tasks that were vital to the investigation,  
5 prosecution, and partial resolution, of the claims of the proposed Class. Mr. Paine and I  
6 described these tasks in prior Declarations submitted with the previous sets of settlements (Dkt.  
7 394, 395, 412, 413, 603, 702, 703), and I set them out again here for completeness of the record.  
8 Among these tasks, we:

- 9 a. Authored or edited the briefs and motions that have been presented in the  
10 litigation to date, including oppositions to motions to dismiss, discovery motions, class  
11 certification, summary judgment, and *Daubert* motions;
- 12 b. propounded dozens of requests for production, interrogatories, and  
13 requests for admissions;
- 14 c. oversaw the production of tens of thousands of documents;
- 15 d. assisted with the preparation of the depositions of five named plaintiffs;
- 16 e. identified and worked with numerous consulting experts in preparation for  
17 mediation and litigation, on issues such as damages, marketing, consumer behavior, and  
18 accounting;
- 19 f. identified and worked with these experts in connection with Plaintiffs'  
20 motion for class certification and additional experts who served merits reports; and
- 21 g. developed numerous settlement proposals and negotiated extensively with  
22 Defendants, including MNS.

23 **III. The Settlement Agreement**

24 9. The MNS settlement includes both monetary and injunctive terms.

25 10. First, MNS will pay \$12,000,000, which is by far the largest settlement payment  
26 from any defendant.

1 Second, MNS has agreed that “any coffee product that it sells labeled as ‘Kona’ or ‘Kona  
2 Blend’ will accurately and unambiguously state on the front label of the product the minimum  
3 percentage of authentic Kona coffee beans the supplier of the product states are contained in the  
4 product in compliance with the labeling standards set forth in the “Hawaii grown roasted or  
5 instant coffee; labeling requirements” law (Hawaii Revised Statute § 486- 120.6) as it currently  
6 exists today, or as it may be modified in the future, and regardless of whether any such product is  
7 sold in Hawaii or elsewhere.” Ex. 1 ¶ 12(a). MNS has also agreed to require its vendors of coffee  
8 labeled as “Kona” or “Kona Blend” to certify that

9 its products comply with the Hawaii labeling law and that the  
10 Kona coffee product(s) you sell to MNS contain the percentage of  
11 Kona coffee beans stated on the label satisfy the criteria of “Kona  
12 coffee” as defined by Hawaii Administrative Rules § 4-143-3 in  
13 effect at the time such product is packaged for sale by completing  
14 and executing the certification below; and (2) obtain and provide  
15 the most recent copy of a State of Hawaii, Department of  
16 Agriculture “Certificate of Quality and Condition” for the green  
17 coffee beans you utilize in your Kona coffee product(s) supplied to  
18 MNS stamped and signed by the State of Hawaii Department of  
19 Agriculture certifying that the sampled green beans have been  
20 graded as “Kona Prime” or higher grade to qualify as Kona Coffee.

21 *Id.* ¶ 12(c).

22 11. These injunctive terms compound the benefits of the agreements of the previously  
23 settling defendants that increase and improve the information found on Kona-labeled products in  
24 the marketplace. All claims against Mulvadi, which provided coffee to MNS, are expressly  
25 preserved.

26 12. These injunctive terms compound the benefits of the agreements of the previously  
settling defendants that increase and improve the information found on Kona-labeled products in  
the marketplace.

13. Based on my experience and knowledge about the facts and issues in this case, I  
firmly believe that the Settlement Agreement represents an excellent result that is in the best  
interests of the Settlement Class Members.

1 **IV. Settlement Administration and Notice**

2 14. After the receipt of multiple bids, my colleagues and I previously selected JND  
3 Legal Administration (“JND”), which is headquartered in Seattle, to serve as the notice and  
4 claims administrator for the settlements previously presented to the Court and for these  
5 settlements. I have worked with JND in other class settlements and am satisfied that they can  
6 carry out their duties as settlement administrator in accordance with the highest professional  
7 standards.

8 15. Under the supervision of proposed Settlement Class Counsel and as they did in  
9 connection with prior settlements, JND will, within the time period established by the Court,  
10 effectuate the notice plan. The notice plan includes:

11 a. **Direct mail.** Proposed Class Counsel initially developed a class list of 697  
12 class members and located mailing addresses for nearly all of those members. In connection with  
13 prior settlements, JND refined that list and collected additional class member names who  
14 identified themselves during the claims process that it oversaw in connection with both the first  
15 and second set of settlements that the Court approved (it is now preparing to oversee the claims  
16 process for the settlement with the defendant who settled directly before MNS). JND will  
17 directly mail and email both the long-form notice (attached as Exhibit 2) and the publication  
18 notice (attached as Exhibit 3) to each known class member’s mailing addresses, using the refined  
19 list.

20 b. **Publication notice.** JND will again arrange for publication of the  
21 publication notice in the *West Hawaii Daily*, which Class Counsel continue to understand to be  
22 the most widely read and circulated periodical in the Kona region.

23 c. **Settlement website.** JND has established a website, at  
24 [www.KonaCoffeeSettlement](http://www.KonaCoffeeSettlement.com), which has hosted documents related to all settlements in this  
25 litigation, and will host document related to this settlement, including settlement agreement,  
26

1 notices, and future filings, including Plaintiffs' motion for final approval and any application for  
2 attorneys' fees and reimbursement of expenses.

3 d. **Toll-free telephone number.** JND has set up a toll-free telephone number  
4 that settlement class member can call to receive information or ask questions about the  
5 settlement.

6 16. JND will also receive notice of any requests for exclusion from the settlement  
7 class, and promptly forward those requests to counsel for the settling parties.

8 **V. Proposed Settlement Class Representatives**

9 17. As part of this motion, as in the previous motion for preliminary approval of the  
10 prior settlements (e.g., Dkt. 393), Plaintiffs ask the court to appoint them as Settlement Class  
11 Representatives to represent the Settlement Class. Based on my experience in complex class  
12 actions and my observations during the course of this litigation, it is my opinion that each of the  
13 Plaintiffs willingly, constructively, and effectively contributed to the prosecution of this  
14 litigation.

15 18. As I stated in my previous declaration, Plaintiffs have provided information and  
16 documents relevant to the prosecution of this case, responded to discovery, and maintained  
17 communication with proposed class counsel. They have assisted with the claims process  
18 associated with prior settlements, answering numerous questions from class members. Plaintiffs  
19 have also prepared for and sat for all-day depositions. Plaintiffs have stayed abreast of the  
20 developments in the litigation and fully participated in the mediations that led to prior  
21 settlements. Each Plaintiff was consulted on the terms of the Settlement Agreement before they  
22 signed, approve its terms, and support its approval by the Court. Plaintiffs have expressed their  
23 continued willingness to protect the Class with the implementation of the Settlement Agreement.

24 19. In light of the commitment of time, effort, and dedication of the Plaintiffs, I  
25 believe it is appropriate under applicable Ninth Circuit case law that Plaintiffs receive service  
26 awards to be paid from the Settlement Fund if approved by the Court. Plaintiffs were not

1 promised, nor conditioned their representation, service, or support, on the expectation of a  
2 service award. The amounts of the proposed service awards will be included in the proposed  
3 notice to the Settlement Class so that Settlement Class Members can review, comment on, or  
4 object to those awards.

5 I declare under penalty of perjury that the forgoing is true and correct. Executed this 24th  
6 day of April, 2023, in Salt Lake City, UT.



8 Jason L. Lichtman

# **EXHIBIT 1**

## **SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (“Agreement”) dated the latest date among the signatories below, by and between Plaintiffs Bruce Corker d/b/a Rancho Aloha, Colehour and Melanie Bondera d/b/a Kanalani Ohana Farm, Robert and Cecelia Smith d/b/a Smithfarms, and Smithfarms LLC (“Plaintiffs”), on behalf of all others similarly situated (“Class Members”), on the one hand, and Defendant MNS, Ltd. (“MNS”) parties in *Corker, et al. v. Costco Wholesale Corporation, et al.*, 2:19-00290-RSL (W.D. Wash.) (“Case”).<sup>1</sup> This Agreement contains all material terms of the settlement in this action, and MNS and Plaintiffs (“Parties”) intend for it to be binding to the fullest extent of the law. The Agreement shall be subject only to the contingencies set forth below, binding court approval, and class notice.

### **RECITALS**

1. Plaintiffs are coffee growers in the Kona district of Hawaii. Plaintiffs are class representatives of a class of all persons and entities who farmed Kona coffee in the Kona District and then sold their coffee.
2. The Court granted Plaintiffs’ motion for class certification on February 13, 2023 (Dkt. 839).
3. Plaintiffs alleged that MNS falsely advertised coffee as originating from the Kona region in violation of the Lanham Act, 15 U.S.C. § 1125(a). MNS has denied Plaintiffs’ claims and has asserted affirmative defenses to Plaintiffs’ claims.
4. Plaintiffs alleged that MNS violated the Lanham Act, 15 U.S.C. § 1125(b), with respect to the coffee products it sold containing Kona coffee or labeled as containing Kona coffee. MNS has denied Plaintiffs’ claims and asserted affirmative defenses to Plaintiffs’ claims.
5. Plaintiffs and MNS, with the assistance of their respective counsel, engaged in arm’s-length negotiations to resolve the Case without the need for further litigation. This included mediation before Robert A. Meyer of JAMS on February 24, 2023 as well as a prior mediation before the Honorable Edward A. Infante (Ret.).
6. Plaintiffs have concluded that it would be in the best interests of the Class Members to enter into this Agreement to avoid the uncertainties of litigation and trial and to provide to the Class Members immediate benefits.
7. Similarly, MNS has concluded that, despite its belief that it is not liable for the claims asserted and has good defenses thereto, and without admission of any wrongdoing of any kind, it is in its best interests to enter into this Agreement to avoid the time, expense, and uncertainty of litigation.
8. Although MNS believes that the Agreement can and should be approved to avoid the time, expense, and uncertainty of litigation, in the event that the Agreement does not receive

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<sup>1</sup> All capitalized terms are as defined herein.

final and binding approval from the Court or is terminated according to its terms, MNS expressly reserves the right to defend against the claims, including without limitation deny all liability and raise any and all defenses.

9. In light of the investigations undertaken and conclusions reached by the Parties and discussed above, Plaintiffs and MNS have agreed, subject to approval by the Court, to fully and finally compromise, settle, extinguish, and dismiss with prejudice the Settled Claims.

10. This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement, nor any negotiations or proceedings related thereto, nor any action taken hereunder, shall constitute or be construed as any admission of the validity of any claim or any fact alleged by Plaintiffs or of any wrongdoing, fault, violation of law, or liability of any kind on the part of MNS, or any admission by MNS of any claim or allegation made in any action or proceeding against MNS, or as a waiver of any applicable defense, including, without limitation, any applicable statute of limitations. MNS acknowledges this Agreement is made without duress, under advice of its counsel, and for the purpose of resolving the Case. For the Plaintiffs' part, neither the fact of, nor any provision contained in, this Agreement, nor any negotiations or proceedings related thereto, nor any action taken hereunder, shall constitute or be construed as any admission of the validity of any affirmative defense asserted by MNS, specifically including the equitable defense of laches.

#### **Terms of the Settlement Agreement**

11. **Class Definition.**

a. The Class is defined as: "All persons and entities who farmed Kona coffee in the Kona District and then sold their coffee from February 27, 2015 to the date of the Court's order granting preliminary approval to this settlement." (Dkt. 839) at 14.

b. Excluded from the Class are any defendants to the action, as well as any judge assigned to the action, and the judge's immediate family and staff.

12. **Product Requirements, Procedures, Notice, and Cure.**

a. MNS agrees that any coffee product that it sells labeled as "Kona" or "Kona Blend" will accurately and unambiguously state on the front label of the product the minimum percentage of authentic Kona coffee beans the supplier of the product states are contained in the product in compliance with the labeling standards set forth in the "Hawaii-grown roasted or instant coffee; labeling requirements" law (Hawaii Revised Statute § 486-120.6) as it currently exists today, or as it may be modified in the future, and regardless of whether any such product is sold in Hawaii or elsewhere. The current requirements imposed by Hawaii Revised Statute § 486-120.6 pertaining to the "Kona" or "Kona Blend" portion of the label ("identity statement") provide:

Each word or character in the identity statement shall be of the same type size and shall be contiguous. The smallest letter or character of the identity statement on packages of sixteen ounces or less net weight shall be at least one and one-half times the type size required under federal law for the statement of net weight or

three-sixteenths of an inch in height, whichever is smaller. The smallest letter or character of the identity statement on packages of greater than sixteen ounces net weight shall be at least one and one-half times the type size required under federal law for the statement of net weight. The identity statement shall be conspicuously displayed without any intervening material in a position above the statement of net weight. Upper and lower case letters may be used interchangeably in the identity statement.

Notwithstanding the foregoing, the labeling requirements contained in this paragraph do not apply to the labels on individual K-Cups or other single-serving packages of coffee that are not offered for sale individually, but only as part of a box or package. For clarity, such box or package containing the K-Cups or other single-serving packages of coffee would be subject to the labeling requirements herein. Only Kona coffee beans satisfying the criteria of “Kona coffee” as defined by Hawaii Administrative Rules § 4-143-3 in effect at the time such product is packaged for sale shall be considered authentic Kona coffee beans.

b. The labeling requirements in the foregoing section 12(a) shall not apply to any products sold by MNS before the date that is 60 days after Final Approval of this Agreement is entered by the Court.

c. MNS shall provide only to its vendors who supply to MNS any coffee products labeled as “Kona” or “Kona Blend” coffee a letter, substantially in the form attached as Exhibit A, requesting return information. Assuming that (i) all of the requested information is received from such vendors and (ii) the labeling complies with section 12(a), MNS will be deemed to have sufficiently complied with section 12(a) and the Plaintiffs and Class Members would not have a cause of action, grievance, claim, or right to any damages or equitable relief regarding the labeling of Kona coffee products sold by MNS. MNS shall retain all letters sent to such vendors and all information received in response for four (4) years.

d. The requirements in the foregoing section 12(a) are subject to a notice and cure period. Prior to instituting any legal proceedings or claims process regarding an alleged violation of section 12(a), written notice must be given to MNS’ recipients identified section 12(e). Such notice must reference this Agreement, this Case, and provide evidence of the alleged breach. MNS will have ninety (90) days from receipt of notice to cure such alleged breach before any legal proceeding or claim may be brought (“Cure Period”). To make its cure, MNS must have the alleged non-compliant product(s) removed from store shelves within the Cure Period. If MNS cures the alleged breach within the Cure Period, there shall be no cause of action or damages (“Cure”). Prior to the expiration of the Cure Period, MNS shall provide Plaintiffs with written notice confirming the complete Cure of the alleged breach and provide Plaintiffs, upon request, of reasonable proof or assurances of same. If the alleged breach is not Cured within the Cure Period, any potential damages are limited to MNS’ profit on such alleged non-compliant product(s) for the time after expiration of the Cure Period. Notwithstanding the foregoing, if MNS does not Cure before the expiration of the Cure Period, Plaintiffs shall be permitted to have an injunction issued by the United States District Court for the Western District of Washington to require labeling consistent with the labeling requirements in section 12(a) upon proof that such requirements have been violated.

e. Any notice or other communication required or permitted to be given under this Agreement to MNS, including under this Paragraph 12, must be in writing and delivered either by certified mail (postage prepaid), or by nationally recognized overnight courier, at the below address. Notice so given shall be deemed to have been received on the actual date of MNS' receipt.

MNS, Ltd.  
Attn: Paul Kosasa, President and CEO  
766 Pohukaina Street  
Honolulu, Hawaii 96813

With a copy to:  
Cades Schutte LLP  
Attn: Kelly G. LaPorte, Amanda Jones, & Lisa Ayabe  
Cades Schutte Building  
1000 Bishop Street, 12<sup>th</sup> Floor  
Honolulu, Hawaii 96813

13. Settlement Notice. Plaintiffs shall be solely responsible for identifying the Class Members, providing notice pursuant to FRCP 23(e), and proposing the best practicable notice to Class Members. The Class will be an opt-out class under FRCP 23(b)(3) and will cover all persons and entities within the Class.

14. Settlement Payment. MNS shall pay twelve million dollars (\$12,000,000.00 USD) ("Settlement Amount") in two equal installments: \$6,000,000 paid within 30 days after the execution of this Agreement by all parties, and \$6,000,000 paid within 60 days after the first payment. For clarity, MNS shall not be liable for any payment beyond the Settlement Amount. The payments shall be made to the Settlement Administrator as defined below. In the event that the Court denies final approval of the Settlement Agreement, any payments made by MNS as of the date of such denial shall be refunded to MNS.

15. Cooperation in Settlement Approval. MNS will cooperate in good faith to secure Court approval of the Settlement Agreement.

### **Settlement Procedures**

16. Class Settlement Administration. The Settlement Administrator shall be JND Legal Administration ("Settlement Administrator"). The Settlement Administrator shall provide all aspects of settlement administration, including but not limited to class notice and payments to Class Members. Costs of notice to the Class and settlement administration will be paid from the Settlement Amount, and MNS shall not be required to contribute financially beyond its obligations detailed in paragraph 14 of this Agreement.

17. Class Notice. Plaintiffs will provide a proposed class notice plan with their motion for preliminary approval of the Settlement. MNS shall have no obligations, nor expectations, to provide any information to identify Class Members.

18. Distribution of Monies to the Class. The Settlement Administrator will distribute monies to the Class Members approximately pro rata, less any voluntary contributions for the benefit of the Kona region, based on the formula used in previous settlements approved by the Court in this Case. Any uncashed amounts shall be redistributed using the same formula.<sup>2</sup> Any remaining uncashed amounts after this second distribution shall be donated *cy pres* to the Legal Foundation of Washington.

19. Scope of Release: Plaintiffs and Class Members. As of final approval, and as part of the consideration for this Agreement, Plaintiffs and the Class Members hereby expressly agree that they fully and irrevocably release and discharge all Settled Claims, as defined below.

a. Plaintiffs and Class Members hereby release MNS and its predecessors, successors, assigns, parents, subsidiaries, corporate affiliates, holding companies, investors, owners, divisions, employees, agents, representatives, consultants, independent contractors, service providers, vendors, directors, managing directors, officers, partners, principals, members, attorneys, accountants, fiduciaries, financial and other advisors, investment bankers, insurers (including, without limitation, Mitsui Sumitomo Insurance USA Inc. and Allied World National Assurance Company), reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, and investment advisors, customers, distributors, co-packers, manufacturers, and roasters of each (“Defendant Releasees”) from any and all of the Settled Claims, except for the rights and obligations created by this Agreement, and Plaintiffs covenant and agree that they will not commence, participate in, prosecute, or cause to be commenced or prosecuted any action or other proceeding based upon any of the Settled Claims released pursuant to the Settlement Agreement and shall dismiss with prejudice the claims alleged against MNS in the Case. This Release of Settled Claims also covers, without limitation, any and all claims for attorneys’ fees, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members or by Plaintiffs or the Class Members regarding the Settled Claims.

b. The phrase “Defendant Releasees” does not include Mulvadi Corporation or its predecessors, successors, assigns, parents, subsidiaries, corporate affiliates, holding companies, investors, owners, divisions, employees, agents, representatives, consultants, independent contractors, service providers, vendors, directors, managing directors, officers, partners, principals, members, attorneys, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, attorneys, customers, distributors, co-packers, manufacturers, and roasters of each (“Mulvadi Defendants”) other than MNS itself.

c. Nothing in this Agreement shall be construed as an agreement from Class Members to waive, release, or dismiss any claims they have against Defendant Releasees that do not arise from their purchase or sale of coffee products labeled as originating from the Kona region of Hawaii.

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<sup>2</sup> As used in this Agreement, Class Counsel refers to the attorneys of record in this matter Andrew Kaufman, Jason Lichtman, Nathan Paine, and Daniel Seltz, and their firms (Karr Tuttle Campbell and Lieff Cabraser Heiman and Bernstein LLP).

20. Plaintiffs' Release. Notwithstanding, and in addition to, the above release, as of final approval, each of the named Plaintiffs, Bruce Corker d/b/a Rancho Aloha, Colehour and Melanie Bondera d/b/a Kanalani Ohana Farm, Robert and Cecelia Smith d/b/a Smithfarms, and Smithfarms LLC ("Individual Plaintiffs"), for themselves and on behalf of their respective agents, successors, heirs, assigns, and any other person who can claim by or through them in any manner, fully, finally and forever irrevocably release, relinquish and forever discharge with prejudice all Settled Claims against the Defendant Releasees. The Plaintiffs also release any claims each of them may have arising out of any conduct or omissions occurring as of the date of signing, other than the Lanham Act claims asserted in this Case, that might be attributable to Defendant Releasees. Nothing in this Agreement shall be construed as an agreement from Plaintiffs to waive, release, or dismiss any claims they have against the Mulvadi Defendants. This release does not extend to Class Members who are not Individual Plaintiffs.

21. Definition of Settled Claims. "Settled Claims" means any and all actions, claims, demands, rights, suits, or causes of action, whether asserted or not asserted, that arise from or relate to the allegations made or conduct described in the Third Amended Complaint (Dkt. No. 381 in the Case), including but not limited to allegations related to the labeling, packaging, advertising, promotion, branding, marketing, manufacturing, design, formulation, distribution or sale of coffee labeled as "Kona", regardless of the statute, regulation, common law legal theory, or other legal basis on which the allegations may be asserted. In connection with the release of the Settled Claims, Plaintiffs and Class Members shall be deemed to have waived any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code and any statute, rule, and legal doctrine similar, comparable, or equivalent to California Civil Code § 1542. In addition to the foregoing, Plaintiffs and Class Members hereby expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, contingent or non-contingent claims with respect to the Settled Claims, whether or not concealed or hidden, without regard to any subsequent discovery or existence of different or additional facts.

22. Mulvadi Defendants Not Released. Nothing in this Agreement shall be construed as releasing any claims against the Mulvadi Defendants by Class Members or any Individual Plaintiff.

23. Scope of Release: MNS. As of final approval, MNS, its officers, directors, managers, owners, and related entities hereby expressly agree that they shall fully and irrevocably release and discharge any claim or counterclaim that they could have asserted in this matter against Plaintiffs, Class Counsel, and Class Members, expressly including (but not limited to) any claim under antitrust or other unfair competition laws. MNS, its officers, directors, managers, owners, and related entities settle and forever release all actions, claims, demands, rights, suits, or causes of action, including without limitation all claims that this Case was brought with an improper purpose. The release to Plaintiffs and Class Members, provided in this paragraph covers, without limitation, any and all claims for attorneys' fees, costs, or disbursements incurred by counsel for MNS related to MNS, its insurers, or any other counsel representing MNS or its insurers in connection with or related in any manner to this Agreement, MNS, the administration of this Agreement and the settlement contemplated thereunder, and the Settlement. For clarity, the release does not include any claims for attorneys' fees or costs other than precluding such claims against Plaintiffs, Class Counsel, any other Plaintiffs' attorneys, or

the Class Members. MNS, its officers, directors, managers, owners, and related entities expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, contingent or non-contingent claims with respect to Plaintiffs, Class Counsel, or the Class Members related in any manner to this Case, whether or not concealed or hidden, without regard to any subsequent discovery or existence of different or additional facts.

24. Statement of Present Intent. Plaintiffs and Plaintiffs' Counsel represent and warrant that (a) they have no present intention to seek or solicit any plaintiffs or potential plaintiffs for the purpose of initiating any new or separate claim or lawsuit against the Defendant Releasees for the claims at issue in this Case; and (b) they have no present intention of communicating any information concerning the Case to third parties for the purpose of assisting or encouraging the filing or prosecuting of any action or proceeding against Defendant Releasees. Nothing in this paragraph shall be construed as a restriction of any attorney's right to practice in contravention of any applicable rules governing professional conduct.

25. Facsimile/Email/Electronic and Counterparts. This Agreement may be executed by facsimile or email or otherwise electronically, and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

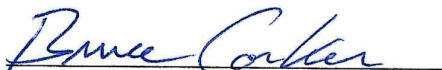
26. Authority; Entire Agreement. Counsel signing below warrant they have full authority to bind their clients. This Agreement represents and embodies all the agreements and negotiations between the Parties hereto and no verbal or written representations or agreements prior to the date of execution of this Agreement shall be admissible to vary its provisions.

27. Construction. Plaintiffs and MNS have been represented in the negotiation and preparation of this Agreement, and each party has had an opportunity to participate in the drafting to the extent that she or it desires. Accordingly, this Agreement shall be construed according to its plain meaning and not strictly for or against any party.

28. Attorneys' Fees for Breach. In any action that is brought to enforce this Agreement, the prevailing party shall be awarded its reasonable costs, including attorneys' fees, incurred in connection with such enforcement.

**PLAINTIFFS**

DATED: April \_\_, 2023



Bruce Corker  
d/b/a Rancho Aloha

DATED: April 11, 2023

**DEFENDANT**

DATED: April \_\_, 2023

\_\_\_\_\_  
Paul Kosasa, for MNS, Ltd.

the Class Members. MNS, its officers, directors, managers, owners, and related entities expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, contingent or non-contingent claims with respect to Plaintiffs, Class Counsel, or the Class Members related in any manner to this Case, whether or not concealed or hidden, without regard to any subsequent discovery or existence of different or additional facts.

24. Statement of Present Intent. Plaintiffs and Plaintiffs' Counsel represent and warrant that (a) they have no present intention to seek or solicit any plaintiffs or potential plaintiffs for the purpose of initiating any new or separate claim or lawsuit against the Defendant Releasees for the claims at issue in this Case; and (b) they have no present intention of communicating any information concerning the Case to third parties for the purpose of assisting or encouraging the filing or prosecuting of any action or proceeding against Defendant Releasees. Nothing in this paragraph shall be construed as a restriction of any attorney's right to practice in contravention of any applicable rules governing professional conduct.

25. Facsimile/Email/Electronic and Counterparts. This Agreement may be executed by facsimile or email or otherwise electronically, and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Authority; Entire Agreement. Counsel signing below warrant they have full authority to bind their clients. This Agreement represents and embodies all the agreements and negotiations between the Parties hereto and no verbal or written representations or agreements prior to the date of execution of this Agreement shall be admissible to vary its provisions.

27. Construction. Plaintiffs and MNS have been represented in the negotiation and preparation of this Agreement, and each party has had an opportunity to participate in the drafting to the extent that she or it desires. Accordingly, this Agreement shall be construed according to its plain meaning and not strictly for or against any party.

28. Attorneys' Fees for Breach. In any action that is brought to enforce this Agreement, the prevailing party shall be awarded its reasonable costs, including attorneys' fees, incurred in connection with such enforcement.

**PLAINTIFFS**

DATED: April \_\_, 2023

\_\_\_\_\_  
Bruce Corker  
d/b/a Rancho Aloha

DATED: April \_\_, 2023

**DEFENDANT**

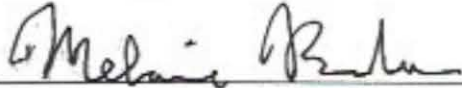
DATED: April 5, 2023

\_\_\_\_\_  
Paul Kosasa, for MNS, Ltd.



Colehour Bondera  
d/b/a Kanalani Ohana Farm

DATED: April 5, 2023



Melanie Bondera  
d/b/a Kanalani Ohana Farm

DATED: April 5, 2023

Robert Smith, individually and on behalf of  
Smithfarms LLC

DATED: April \_\_, 2023

Cecelia Smith, individually and on behalf of  
Smithfarms LLC

DATED: April \_\_, 2023

By: \_\_\_\_\_  
Karr Tuttle Campbell  
on behalf of the Class

DATED: April \_\_, 2023

By: \_\_\_\_\_  
Lief Cabraser Heimann & Bernstein LLP  
on behalf of the Class


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\_\_\_\_\_  
Colehour Bondera  
d/b/a Kanalani Ohana Farm


DATED: April \_\_\_, 2023

\_\_\_\_\_  
Melanie Bondera  
d/b/a Kanalani Ohana Farm

DATED: April \_\_\_, 2023

  
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Robert Smith, individually and on behalf of  
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Smithfarms LLC

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By: \_\_\_\_\_  
Karr Tuttle Campbell  
on behalf of the Class

DATED: April \_\_\_, 2023

\_\_\_\_\_  
By: \_\_\_\_\_  
Lieff Cabraser Heimann & Bernstein LLP  
on behalf of the Class

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Colehour Bondera  
d/b/a Kanalani Ohana Farm

DATED: April \_\_\_, 2023

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Melanie Bondera  
d/b/a Kanalani Ohana Farm

DATED: April \_\_\_, 2023

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Robert Smith, individually and on behalf of  
Smithfarms LLC

DATED: April \_\_\_, 2023

---

Cecelia Smith, individually and on behalf of  
Smithfarms LLC


DATED: April 5, 2023



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By: Nathan T. Paine  
Karr Tuttle Campbell  
on behalf of the Class

DATED: April 5, 2023



---

By: Jason L. Lichtman  
Lief Cabraser Heimann & Bernstein LLP  
on behalf of the Class

7683773.v2

**Exhibit A to Settlement Agreement**

*[Date]*

*[Insert Vendor Address]*

Re: *[Insert Product Name(s) and Number(s)]*

Dear *[Insert Vendor Name]*:

MNS, Ltd. (“MNS”) requires all of the products it sells that are labeled as “Kona coffee” or “Kona Blend coffee” (“Kona coffee product(s)”) to comply with the labeling standards set forth in the “Hawaii-grown roasted or instant coffee; labeling requirements” law (Hawaii Revised Statute § 486-120.6) as it currently exists today, or as it may be modified in the future, and regardless of whether any such product is sold in Hawaii or elsewhere. The current requirements imposed by Hawaii Revised Statute § 486-120.6 pertaining to the “Kona” or “Kona Blend” portion of the label (“identity statement”) provide:

Each word or character in the identity statement shall be of the same type size and shall be contiguous. The smallest letter or character of the identity statement on packages of sixteen ounces or less net weight shall be at least one and one-half times the type size required under federal law for the statement of net weight or three-sixteenths of an inch in height, whichever is smaller. The smallest letter or character of the identity statement on packages of greater than sixteen ounces net weight shall be at least one and one-half times the type size required under federal law for the statement of net weight. The identity statement shall be conspicuously displayed without any intervening material in a position above the statement of net weight. Upper and lower case letters may be used interchangeably in the identity statement.

Notwithstanding the foregoing, the labeling requirements contained in this paragraph do not apply to the labels on individual K-Cups or other single-serving packages of coffee that are not offered for sale individually, but only as part of a box or package. For clarity, such box or package containing the K-Cups or other single-serving packages of coffee would be subject to the labeling requirements herein. This letter is to confirm that the Kona coffee product(s) you supply to MNS conform to those requirements.

Additionally, in order for MNS to sell your Kona coffee product(s), you must (1) certify that the Kona coffee product(s) you sell to MNS contain the percentage of Kona coffee beans stated on the label satisfy the criteria of “Kona coffee” as defined by Hawaii Administrative Rules § 4-143-3 in effect at the time such product is packaged for sale by completing and executing the certification below; and (2) obtain and provide the most recent copy of a State of Hawaii, Department of Agriculture “Certificate of Quality and Condition” for the green coffee beans you utilize in your Kona coffee product(s) supplied to MNS stamped and signed by the State of Hawaii Department of Agriculture certifying that the sampled green beans have been graded as “Kona Prime” or higher grade to qualify as Kona Coffee.

You must return **both** the attached Certification and the stamped Department of Agriculture Certificate of Quality and Condition no later than fourteen (14) days after receipt of this letter to:

*[Insert Return Address]*

Thank you for being a valued MNS vendor.

Sincerely,

*[Insert Name]*

*[Insert Title]*

Enclosure

cc:

**CERTIFICATION**

I, \_\_\_\_\_ *[name]*, by signing below, hereby certify that the Kona coffee product(s) sold by \_\_\_\_\_ *[vendor name]* to MNS, Ltd. contain the following percentages of Kona coffee beans that satisfy the criteria of “Kona coffee” as defined by Hawaii Administrative Rules § 4-143-3 at the time it is packaged for sale:

<b>Product Name</b>	<b>Product Number</b>	<b>% of Kona Coffee Beans</b>

By signing below, I further certify that the Kona coffee product(s) sold by \_\_\_\_\_ *[vendor name]* to MNS, Ltd. contain the percentage of Kona coffee beans stated on the label comply with the labeling standards set forth in the “Hawaii-grown roasted or instant coffee; labeling requirements” law (Hawaii Revised Statute § 486-120.6)

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

# **EXHIBIT 2**

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

## **If you farmed Kona coffee in the Kona District and then sold that coffee, you may be able to get benefits in a class action settlement**

*A federal court authorized this notice. This is NOT a solicitation from a lawyer.*

- An additional Proposed Settlement has been reached in a class action lawsuit. The new settlement is with MNS, Ltd. (operating as ABC Stores) (“MNS”). The lawsuit is about the alleged mislabeling of coffee as originating from the Kona region. MNS denies the Plaintiffs’ allegations but has agreed to settle the class action to avoid the time and expense of continuing the lawsuit. **This settlement is in addition to the ones of which you previously received notice.** Information on the prior Proposed Settlements and Settling Defendants can be found on the website, [www.KonaCoffeeSettlement.com](http://www.KonaCoffeeSettlement.com).
- There is one remaining defendant involved in the lawsuit, Mulvadi Corporation. However, Mulvadi filed for bankruptcy protection, which halts all proceedings against it in the lawsuit for now. The settlement with MNS does not release or dismiss any claims against Mulvadi.
- You are a member of the Settlement Class for the Proposed Settlement if you farmed Kona coffee in the Kona District and then sold that coffee between February 27, 2015, and [date of preliminary approval order]. The full class definition is described under Question 3, below.
- If approved by the Court, a gross settlement amount of \$12,000,000 will be distributed among the Settlement Class Members on a pro-rata basis, (as calculated by Settlement Class Members’ reported sales volumes), less Court-awarded attorneys’ fees and expenses and service awards to the Class Representatives, less any voluntary contributions for the benefit of the Kona region. MNS will modify its practices relating to the sales of coffee products labeled as “Kona,” or “Kona Blend.” The settlement payment is in addition to the settlement amounts from prior settlements with certain other defendants in this case. Notice of those prior settlements was previously sent to you.

A SUMMARY OF YOUR RIGHTS AND CHOICES	
<b>SUBMIT A CLAIM FORM</b>	<ul style="list-style-type: none"> <li>• Submit a valid claim to receive money from the Proposed Settlement as outlined in Question 5.</li> <li>• Be bound by the Proposed Settlement.</li> <li>• Give up your right to sue or continue to sue MNS for the claims in this case.</li> </ul> <p><b>Due Date: <u>TBD</u></b></p>
<b>EXCLUDE YOURSELF FROM THE PROPOSED SETTLEMENT (“OPT OUT”)</b>	<ul style="list-style-type: none"> <li>• Remove yourself from the Settlement Class as outlined in Questions 7 and 8.</li> <li>• Receive no payment.</li> <li>• Keep your right to sue or continue to sue MNS for the claims in this case.</li> </ul> <p><b>Due Date: <u>Post-marked on or before [Date]</u></b></p>
<b>OBJECT OR COMMENT ON THE PROPOSED SETTLEMENT</b>	<ul style="list-style-type: none"> <li>• Write the Court about why you do not like the Proposed Settlement as outlined in Question 13.</li> </ul> <p><b>Due Date: <u>Post-marked on or before [Date]</u></b></p>
<b>SPEAK AT THE FINAL HEARING</b>	<ul style="list-style-type: none"> <li>• If you submit a Notice of Appearance, you may speak to the Court about the Proposed Settlement at the Final Hearing set for [Date].</li> </ul> <p><b>Due Date: <u>Post-marked on or before [Date]</u></b></p>
<b>DO NOTHING</b>	<ul style="list-style-type: none"> <li>• Receive no payment.</li> <li>• Be bound by the Proposed Settlement.</li> <li>• Give up your right to sue or continue to sue MNS for the claims in this case.</li> </ul>

**WHAT THIS NOTICE CONTAINS**

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

Records show that you farmed Kona coffee in the Kona District and sold Kona coffee between February 27, 2015 and [date of preliminary approval]. For more details, please refer to Question 3 below.

The Court sent you this Notice to inform you of another Proposed Settlement in the class action lawsuit *Corker, et al. v. Costco Wholesale Corp., et al.*, No. 1:19-cv-00290, United States District Court for the Western District of Washington. This Notice outlines the terms of the Proposed Settlement, who is a Settlement Class Member, your right to remain a member of the Settlement Class in the Proposed Settlement, how Settlement funds will be paid, how to comment on or object to the Proposed Settlement, and how to exclude yourself from the Settlement Class.

Judge Lasnik of the United States District Court for the Western District of Washington is overseeing this class action.

Those who brought the lawsuit are the “Plaintiffs,” and the parties being sued are the “Defendants.” As noted above, there were other Defendants in this lawsuit have previously reached settlements with the Plaintiffs, and one Defendant who is currently in bankruptcy proceedings. Those Defendants not included in this Proposed Settlement.

### 2. What is this lawsuit about?

Plaintiffs allege that MNS advertised, falsely designated, and/or sold coffee as originating from the Kona region in violation of the federal Lanham Act. Plaintiffs seek monetary damages and other relief allowed under the Lanham Act.

Although MNS denies Plaintiffs’ claims for liability and damages, it has agreed to settle the class action to avoid the time and expense of continuing the lawsuit.

A more complete description of the lawsuit is available at [www.KonaCoffeeSettlement.com](http://www.KonaCoffeeSettlement.com), or in the file for the lawsuit maintained by the United States District Court for the Western District of Washington. See Question 17, below. Additionally, should you have questions regarding the lawsuit, you can submit them in writing to Class Counsel at the addresses provided under Question 13 of this Notice.

The Court has not ruled in favor of Plaintiffs or MNS. Instead, both sides agreed to the Proposed Settlement before the case proceeded to a trial. Plaintiffs and their counsel believe that the Proposed Settlement is best for all members of the proposed Settlement Class.

### 3. How do I know if I am part of the Settlement Class?

The Settlement Class includes all persons and entities who, between February 27, 2015 and [date of preliminary approval], farmed Kona coffee in the Kona District and then sold their Kona coffee.

Excluded from the Settlement Class are MNS, any Judges to whom the case is assigned, and their immediate families and staffs.

**If you are a Settlement Class Member and the Judge approves the Proposed Settlement, you will be bound by all orders and judgments of the Court and by the Court’s final resolution of the Settlement Class claims in the lawsuit. See Question 13 for your right to comment on or object to the Proposed Settlement.**

**4. I am still not sure if I am included.**

If you are still not sure if you are part of the Settlement Class, please visit [www.KonaCoffeeSettlement.com](http://www.KonaCoffeeSettlement.com), email [info@KonaCoffeeSettlement.com](mailto:info@KonaCoffeeSettlement.com) or call (toll-free) 1-833-667-1227. You may also contact Class Counsel (See Question 9).

**Please do not contact the Court.**

**5. What does the Proposed Settlement provide?**

The Proposed Settlement provides money for Settlement Class Members and requires MNS to modify its practices concerning its sale of coffee products labeled as containing beans originating from the Kona region.

Under the Proposed Settlement, MNS will make a total payment of \$12,000,000. The Settlement Amount will be distributed to Settlement Class Members on a pro-rata basis (as calculated by Settlement Class Members' reported sales volumes), less Court-awarded attorneys' fees and expenses and service awards to the Class Representatives, and less any voluntary contributions for the benefit of the Kona region.

You do not need to do anything at this time. If you previously submitted a claim for payment in connection with the prior settlements, you will not need to re-submit your information. **However, if you did not make a prior claim, you will need to submit a claim form to receive a payment in the Proposed Settlement at a later time.** You will be notified when the deadline to submit your claim form for payment is determined. You may also check the Settlement Website, [www.KonaCoffeeSettlement.com](http://www.KonaCoffeeSettlement.com), for updates.

In exchange for the benefits received by the Class, MNS will be released from claims the Settlement Class Members may have against it relating to the claims asserted in the lawsuit, including claims relating to its labeling of coffee products that use the word "Kona."

**6. What do I need to do to remain a Settlement Class Member?**

If you want to remain a Settlement Class Member, you do not need to take any action. However, if you want to receive your payment from the Proposed Settlement **and did not submit a claim in connection with the prior settlements**, you will need to submit a claim form at a later time to be determined (See Question 5 above). Class Counsel will represent your interests as a member of the Settlement Class. You have the right to retain your own counsel, but do not have to do so.

**7. Can I get out of the Settlement Class?**

If you don't want to be in the Settlement Class and you want to keep the right to sue the Settling Defendants about the same claims on your own, you must take steps to get out of the Settlement Class. This is called excluding yourself from or "opting out of" the Settlement Class. By excluding yourself, you keep the right to file your own lawsuit. If you exclude yourself from the Settlement Class, you will not receive any benefits from the Proposed Settlement.

**8. How do I get out of the Proposed Settlement?**

To exclude yourself from ("opt out of") the Settlement Class, you must send a letter personally signed by you that includes all of the following:

QUESTIONS? CALL 1-833-667-1227 OR VISIT [WWW.KONACOFFEESETTLEMENT.COM](http://WWW.KONACOFFEESETTLEMENT.COM)

- a) Your name, address, and telephone number;
- b) The following Civil Action Number: 2:19-cv-000290; and
- c) A statement that you want to be excluded from the Settlement Class.

Your request for exclusion letter must be mailed first class, postage pre-paid, **postmarked on or before [Date]**, to:

Kona Coffee Farmers Settlement Administrator  
c/o JND Legal Administration  
P.O. Box 91232  
Seattle, WA 98111

You cannot exclude yourself from only part of a Settlement or Settlement Class. If you previously excluded yourself from the prior set of settlements and wish to exclude yourself from this settlement, you need to send a new, signed exclusion request. Also, please remember that you can't exclude yourself by phone or by sending an email.

#### 9. Do I have lawyers representing my interests in the case?

The Court has appointed the following law firms to represent the Settlement Class:

Nathan T. Paine	Jason L. Lichtman	Andrew R. Kaufman
Karr Tuttle Campbell	Daniel E. Seltz	Lieff, Cabraser, Heimann
701 5th Ave, Suite 3300	Lieff, Cabraser, Heimann	& Bernstein LLP
Seattle, WA 98104	& Bernstein, LLP	222 2 <sup>nd</sup> Ave South, Suite 1640
	250 Hudson St., 8 <sup>th</sup> Floor	Nashville, TN 37201
	New York, NY 10013	

These lawyers are called "Class Counsel." You do not have to directly pay Class Counsel. If you want your own lawyer, and to have that lawyer appear in court, you may hire one at your own expense.

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

Class Counsel will request that the Court award Class Counsel reimbursement of litigation expenses, as well as fees not to exceed 25 percent of the total economic value of the settlement fund. Class Counsel will also request service awards of \$2,500 to each of the firms serving as class representatives. The Court, at its own discretion, may award less than these requested amounts without further notice to the Settlement Class Members. Any attorneys' fees, expenses, and service awards awarded by the Court will be paid from the Settlement Funds. Again, if you choose to hire your own attorney, you will be responsible for that attorney's fees and expenses.

#### 11. Should I get my own lawyer?

You don't need to hire your own lawyer, but you may elect to do so. If you want your own lawyer to speak for you or to appear in Court, you or your lawyer must file a Notice of Appearance. Question 16 explains how to submit a Notice of Appearance. If you hire a lawyer to appear for you in the lawsuit, you will have to pay that lawyer on your own.

**You should also consult your own tax advisor regarding the tax consequences to you of the proposed settlement, including, without limitation, any tax reporting obligations you may have with respect to the proposed settlement.**

**12. Who are the Class Representatives and how will they be compensated?**

If the Proposed Settlement is approved, the Court will appoint Plaintiffs Bruce Corker d/b/a Randho Aloha, Colehour Bondera and Melanie Bondera d/b/a Kanalani Ohana Farm, Robert Smith and Cecelia Smith d/b/a Smithfarms, and Smithfarms LLC as Class Representatives. The Class Representatives work with Class Counsel on behalf of all Settlement Class Members to present the views of Settlement Class Members to Class Counsel and the Court. The Class Representatives may each be entitled to a Service Award, not to exceed \$2,500 per farm, if approved by the Court.

**13. Can I object or comment on the Proposed Settlement?**

If you have comments about, or disagree with, any aspect of the Proposed Settlement, including the requested attorneys' fees, you may express your views to the Court through a written response to the Proposed Settlement. Only Settlement Class Members who have not opted out can object or comment. The written comment or objection should include your name, address, and telephone number. In addition, any objection must include (a) a written statement of your objection, (b) a written statement of the grounds or reasons for your objection, (c) copies of any papers, briefs, or other documents supporting your objection, and (d) a statement that that it relates to Civil Action Number: 2:19-cv-000290. The document must be signed to ensure the Court's review. In order to be considered by the Court, your comment or objection must be postmarked on or before [Date], and mailed to:

Clerk of the Court  
United States District Court, Western District of Washington  
700 Stewart Street, Suite 2310  
Seattle, WA 98101

Your comment or objection must also be mailed to the following attorneys:

Class Counsel  
Jason L. Lichtman  
Daniel E. Seltz  
Lieff, Cabraser, Heimann & Bernstein, LLP  
250 Hudson St., 8<sup>th</sup> Floor  
New York, NY 10013

#### **14. Will there be a Hearing on the Proposed Settlement?**

The Court will hold a Final Approval Hearing to consider whether the Proposed Settlement are fair, reasonable, and adequate. The Hearing will be on [date] at [] [].m. (Pacific Time) by remote means. A link to the proceedings will be posted on the Settlement Website as soon as it is available. At the Hearing, the Court will decide whether to approve the Proposed Settlement and the motion for attorneys' fees and expenses. If comments or objections have been received, the Court will consider them at this time.

Note: The Hearing may be postponed to a different date without additional notice. Settlement Class Members should check the Settlement Website, [www.KonaCoffeeSettlement.com](http://www.KonaCoffeeSettlement.com) to confirm that the date has not been changed.

#### **15. Must I attend the Hearing?**

Attendance is not required, even if you properly mailed a written objection or comment. Class Counsel is prepared to answer the Court's questions, including concerning objections or comments. If you or your lawyer still want to attend the Hearing, you are welcome to come at your own expense. However, it is not necessary that you attend. If you filed an objection to or comment about the Proposed Settlement as long as the objection or comment was postmarked before the deadline, the Court will consider it, regardless of whether you or your privately retained attorney appear at the Hearing.

#### **16. May I speak at the Hearing?**

If you want to speak or have your own lawyer speak at the Final Approval Hearing, you must give the Court a paper that is called a "Notice of Appearance." The Notice of Appearance must refer to *Corker, et al. v. Costco Wholesale Corp., et al.*, No. 2:19-cv-00290, United States District Court for the Western District of Washington, and state that you or your lawyer wish to enter an appearance at the Final Approval Hearing. It must also include your name, address, telephone number, and signature. Your "Notice of Appearance" must be postmarked no later than [Date]. You cannot speak at the Hearing if you asked to be excluded (i.e., "opt out") from the Proposed Settlement Class.

The Notice of Appearance must be filed with the Court at the address provided under Section 13 above and also mailed to the attorneys listed in Section 13 above.

#### **17. How do I get more information about the Proposed Settlement?**

This notice summarizes the Proposed Settlement and your rights and options as a Settlement Class Member. To find out more information, visit [www.KonaCoffeeSettlement.com](http://www.KonaCoffeeSettlement.com), call 1-833-667-1227, or write to:

Kona Coffee Farmers Settlement Administrator  
c/o JND Legal Administration  
P.O. Box 91232  
Seattle, WA 98111

If you have a question about whether or not you are in the Settlement Class, or about your rights and options as a Settlement Class Member, you may contact Class Counsel (see Question 9).

All court records, including the Settlement Agreement and other documents for the Lawsuit, may be examined in person and copied at the United States District Court, Western District of Washington, United States Courthouse, 700 Stewart Street, Suite 2310, Seattle, WA 98101.

**PLEASE DO NOT TELEPHONE THE COURT, THE CLERK OF THE COURT,  
OR COUNSEL FOR THE SETTLING DEFENDANTS.**

# **EXHIBIT 3**

**LEGAL NOTICE**

**If you farmed Kona coffee in the Kona District and then sold that coffee, you may be able to get benefits in a class action settlement.**

An additional Proposed Settlement has been reached in the class action lawsuit *Corker, et al. v. Costco Wholesale Corp., et al.*, No. 1:19-cv-00290, United States District Court for the Western District of Washington. The new Proposed Settlement is with MNS Ltd. (operating as ABC Stores). Information on the prior Settlements and this new Proposed Settlement can be found on the website, [www.KonaCoffeeSettlement.com](http://www.KonaCoffeeSettlement.com).

**What is the lawsuit about?** The lawsuit is about the alleged mislabeling of coffee as originating from the Kona region. MNS denies the Plaintiffs' allegations, but has agreed to settle the class action to avoid the time and expense of continuing the lawsuit. There were other defendants involved in the lawsuit, but they are not involved in the new Proposed Settlement.

**Who is affected?** The Settlement Class includes all persons and entities who, between February 27, 2015, and [preliminary approval date], farmed Kona coffee in the Kona District and then sold their Kona coffee. For more details about who is affected, visit [www.KonaCoffeeSettlement.com](http://www.KonaCoffeeSettlement.com).

**What does the new Proposed Settlement provide?** The new Proposed Settlement provides money for Settlement Class Members and requires MNS to modify its labeling of products that it sells that use the name "Kona" or "Kona Blend." MNS will pay a gross settlement amount of \$12 million. The settlement amount will be distributed among Settlement Class Members on a pro-rata basis, (as calculated by Settlement Class Members' reported sales volumes), less Court-awarded attorneys' fees (not to exceed 25 percent of the total economic value of the settlement) and any awarded Litigation Expenses, and additional monetary awards, not to exceed \$2,500 per Class Representative farm, from the settlement proceeds requested by the Plaintiffs who initiated this case. Settlement Class Members who previously submitted a claim in this case's prior settlements will not need to re-submit a claim to receive payment in the new Proposed Settlement. Those who did not previously submit a claim but wish to for this settlement will need to submit a claim at a later time, and will be notified when the deadline to submit a claim for payment is determined. You may also check the Settlement Website, [www.KonaCoffeeSettlement.com](http://www.KonaCoffeeSettlement.com), for updates.

**What are your other options?** If you do not want to be legally bound by the new Proposed Settlement, you may "opt out" by sending a request for exclusion. You will receive no payment, but you will keep your right to sue MNS for the claims in this case. If you do not exclude yourself, you may object to the new Proposed Settlement. You will still be bound by the new Proposed Settlement if your objection is rejected. For details on how to opt out or object, go to [www.KonaCoffeeSettlement.com](http://www.KonaCoffeeSettlement.com). Opt-outs and objections to the new Proposed Settlement must be postmarked by **[Date]**.

**When will the Court determine whether to approve the new Proposed Settlement?** The Court will hold a Final Approval Hearing on [], at [] (Pacific Time), by remote means, to consider whether the new Proposed Settlement is fair, reasonable, and adequate. A link to the proceedings will be posted on the Settlement Website as soon as it is available. The Court will also decide whether to approve attorneys' fees and reimbursement of litigation expenses, and service awards, which will be deducted from the gross settlement amount. You may ask to appear at the Final Approval Hearing, but you don't have to.

**Questions?** Visit [www.KonaCoffeeSettlement.com](http://www.KonaCoffeeSettlement.com), call 1-833-667-1227, or write Kona Coffee Farmers Settlement Administrator, c/o JND Legal Administration, P.O. Box 91232, Seattle, WA 98111.

**[www.KonaCoffeeSettlement.com](http://www.KonaCoffeeSettlement.com)**

**1-833-667-1227**