

If You Bought A Celsius Beverage Or Powdered Drink Between January 1, 2015, And November 23, 2022 Then You Could Be Entitled To Money From A Class Action Settlement.

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



A settlement has been reached between Celsius Holdings, Inc. (“Defendant”) and Amit Hezi, Joseph Nina, and Daniel Prescod (“Class Representatives” or “Plaintiffs”), individually and on behalf of the Settlement Class. The Settlement resolves class action lawsuits alleging Defendant labels its products misleadingly, including by describing them as containing “No Preservatives” despite containing citric acid. Defendant denies the allegations and contends that it added citric acid to its products only to add flavor and not as a preservative. The Court did not rule in favor of either side. The parties agreed to the Settlement to avoid the expense and risks of the lawsuit.

You are a Class Member if you are a resident of the United States who purchased any Celsius beverage, for personal or household consumption and not for resale or distribution, including the original Celsius beverages (at times labeled “Celsius Live Fit”), Celsius Heat, Celsius BCAA+Energy, and Celsius with Stevia), as well as Celsius On-The-Go and Flo Fusion powdered drinks (“Products”), between January 1, 2015 and November 23, 2022.

Class Members who previously purchased a can of Product during the Class Period may submit a claim to receive One Dollar (\$1.00) for each can of Product. Class Members who previously purchased Celsius On-The-Go or Flo Fusion powdered drinks, which are typically sold in packages of 14, may submit a claim to receive \$5.00 per package of 14.

Class Members who submit approved claims with receipts will be capped at a Cash Award of Two Hundred Fifty Dollars (\$250.00) per household.

Class Members who previously purchased a Product but who cannot produce a receipt may submit a claim to receive up to Twenty Dollars (\$20.00) per household.

QUESTIONS? CALL 1-855-737-1258 OR VISIT www.CelsiusClassActionSettlement.com
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET

Each Class Member may submit a claim either electronically through a settlement website or by mail.

If the total value of all approved Claims either exceeds or falls short of the funds available for distribution to Class Members, then the amounts of the cash payments will be reduced or increased pro rata, as necessary, to use all of the funds available for distribution to Class Members. Any such pro rata adjustment will be calculated prior to distribution of funds (i.e., will be made in a single distribution). Any pro rata upward adjustment shall be capped at two times the claimed amount.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A VALID CLAIM BY FEBRUARY 13, 2023	The only way to get a cash payment, if you qualify.
EXCLUDE YOURSELF FROM THE CLASS BY FEBRUARY 13, 2023	You will not get any benefits under this Settlement. This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in this case.
OBJECT TO THE SETTLEMENT BY FEBRUARY 13, 2023	Tell the Court about why you don't like the Settlement.
GO TO A HEARING ON MARCH 31, 2023	Ask to speak in Court about the Settlement.
DO NOTHING	Get no benefits. Give up rights to be part of any other lawsuit against Defendant about the legal claims in this case.

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Cash payments for valid claims will be issued only if the Court approves the Settlement and after the time for appeals has ended and any appeals are resolved. Please be patient.

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22. How do I get more information?

BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about the proposed Settlement in this class action lawsuit, and about all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

The case is known as *Hezi v. Celsius Holdings, Inc.*, Case No. 1:21-cv-9892-VM, currently pending in the U.S. District Court for the Southern District of New York. The company they are suing, Celsius Holdings, Inc., is called the Defendant.

2. What is the lawsuit about?

On March 19, 2019, a class action lawsuit was filed against Defendant Celsius Holdings, Inc. entitled *Prescod v. Celsius Holdings, Inc.*, in Los Angeles Superior Court of California, Case No. 19STCV09321, alleging that the “No Preservatives” claim on the front of the Products violated state consumer protection laws (including California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq.*, California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, *et seq.*, and California’s Consumers Legal Remedies Act (“CLRA”), Civil Code § 1750, *et seq.*) and common law, and that as a direct result of such violations purchasers were economically injured. On November 23, 2021, a similar class action lawsuit was filed against Defendant Celsius Holdings, Inc. entitled *Hezi v. Celsius Holdings, Inc.*, in the New York District Court for the Southern District of New York, Case No. 21-cv-9892. All claims from *Prescod* and *Hezi* were brought together in the *Hezi* matter, and Plaintiffs have amended their claims to allege other issues with the labeling of Celsius’s Products. The class action will resolve any and all claims purchasers may have with respect to the labeling of these products and Celsius has agreed, as part of the settlement, to change its labeling.

Defendant denies any wrongdoing or liability arising out of any of the facts or conduct alleged in the Action and believes that it has valid defenses to the allegations. The Court has not decided that Defendant did anything wrong, and the settlement does not mean Defendant broke the law. Both the Plaintiffs and Defendant believes that the settlement is fair, adequate, and reasonable and that it is in the best interests of the Settlement Class.

3. Why is this a class action?

In a class action one or more people called “Class Representatives” (in this case, the named Plaintiffs in *Hezi* and *Prescod*) sue on behalf of people who have similar claims. All of these people or entities are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

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4. Why is there a settlement?

Both sides agreed to the settlement to avoid the cost and risk of further litigation and trial. The settlement does *not* mean that any law was broken. Defendant denies all of the legal claims in this case. The Class Representatives and the lawyers representing them think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get benefits, you first have to determine whether you are a Settlement Class Member.

5. How do I know if I am part of the Settlement?

You are a member of the Settlement Class if you purchased for personal or household consumption and not for resale or distribution, any Celsius beverage (at times labeled “Celsius Live Fit”), Celsius Heat, Celsius BCAA+Energy, and Celsius with Stevia), as well as Celsius On-The-Go and Flo Fusion powdered drinks, between January 1, 2015 and November 23, 2022. This time period is referred to as the “Class Period.” Excluded from the Settlement Class are any officers, directors, or employees of Defendant, and the immediate family member of any such person. Also excluded is any judge presiding over this case.

6. I'm still not sure if I'm included in the Settlement.

If you are not sure whether you are included in the Class, call 1-855-737-1258 or go to www.CelsiusClassActionSettlement.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the Settlement provide?

Celsius has agreed to make available a total Settlement Fund of Seven Million Eight Hundred Thousand Dollars (\$7,800,000) (“Settlement Fund”). Class Members who submit a Valid Claim may receive a benefit from the Settlement Fund.

Class Members who previously purchased a can of Product during the Class Period may submit a claim to receive One Dollar (\$1.00) for each can of Product. Class Members who previously purchased Celsius On-The-Go and Flo Fusion powdered drinks, which are typically sold in packages of 14, may submit a claim to receive \$5.00 per package of 14.

Class Members who submit approved claims with receipts will be capped at a Cash Award of Two Hundred Fifty Dollars (\$250.00) per household.

Class Members who previously purchased a Product but who cannot produce a receipt may submit a claim to receive up to Twenty Dollars (\$20.00) per household.

Each Class Member may submit a claim either electronically through a Settlement Website or by mail.

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If the total value of all approved Claims either exceeds or falls short of the funds available for distribution to Class Members, then the amounts of the cash payments will be reduced or increased pro rata, as necessary, to use all of the funds available for distribution to Class Members. Any such pro rata adjustment will be calculated prior to distribution of funds (*i.e.*, will be made in a single distribution). Any pro rata upward adjustment shall be capped at two times the claimed amount.

Those Class Members whose payments are not cleared within one hundred and eighty (180) calendar days after issuance will be ineligible to receive a cash settlement benefit and the Class Administrator will have no further obligation to make any payment from the Settlement Fund pursuant to this Settlement Agreement or otherwise to such Class Member. Any funds that remain unclaimed or are unused after the distribution of the Settlement Fund will be distributed to a charity approved by the Court. Instructions for submitting a Claim are included in Section 9 below.

The parties have further agreed that the costs to administer this Settlement will be paid from the Settlement Fund, that Class Counsel may request reasonable attorneys' fees of \$2,600,000 and litigation expenses not to exceed \$300,000 upon Court approval, and that the Class Representatives may apply for an enhancement award of up to Twenty Thousand Dollars (\$20,000) from the Court. More details are in a document called the Settlement Agreement, which is available at www.CelsiusClassActionSettlement.com.

8. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, Class Members will be releasing Defendant and all related people and entities for all the claims described and identified in Section 8 of the Settlement Agreement ("Release") and is included below:

The Releasing Parties hereby fully release and forever discharge the Released Parties from any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, asserted or unasserted, claims, demands, liabilities, rights, debts, obligations, liens, contracts, agreements, judgments, actions, suits, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, penalties, fees, attorneys' fees, and/or obligations of any nature whatsoever (including "Unknown Claims" as defined below), whether at law or in equity, accrued or unaccrued, whether previously existing, existing now or arising in the future, whether direct, individual, representative, or class, of every nature, kind and description whatsoever, based on any federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against the Released Parties, or any of them, relating in any way to any conduct prior to the date of the Preliminary Approval Order and that: (a) is or are based on any act, omission, inadequacy, misstatement, representation (express or implied), harm, matter, cause, or event related to any Product; (b) involves legal claims related to the Products that have been asserted in the Actions or could have been asserted in the Actions; or (c) involves the advertising, marketing, promotion, purchase, sale, distribution, design, testing, manufacture, application, use, performance, warranting, packaging or Labeling of the Products (collectively, the "Released Claims"). The Parties acknowledge

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and agree that bodily injury, wrongful death, and/or emotional distress claims arising from personal injury, are not part of any of the facts alleged by Class Representatives and that such claims are not included within the Released Claims.

Notice of the Court's final judgment will be effected by posting it on the Class Administrator's website and by posting a copy of the final judgment and final approval order on the Class Administrator's website at www.CelsiusClassActionSettlement.com. The full Settlement Agreement is available at www.CelsiusClassActionSettlement.com. The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so please read it carefully. You can talk to one of the lawyers listed below for free or you can, of course, talk to your own lawyer if you have questions about the released claims or what they mean.

HOW TO GET A CASH PAYMENT—SUBMITTING A VALID CLAIM FORM

9. How can I get a cash payment?

To ask for a Cash Award you must complete and submit a Valid Claim Form along with the required supporting documentation, if you have it. You can get a Claim Form at www.CelsiusClassActionSettlement.com. You may also submit your claim via the website. The Claim Form describes what you must provide to prove your claim and receive a Cash Award and generally requires information regarding the quantity of Products you purchased during the Class Period. Please read the instructions carefully, fill out the Claim Form, and either submit it online at www.CelsiusClassActionSettlement.com or mail it postmarked no later than, **February 13, 2023**, to:

Celsius Class Administrator
P.O. Box 4325
Baton Rouge, LA 70821

The Class Administrator may seek additional information to validate the Claim Form and/or disqualify an invalid Claim. If you provide incomplete or inaccurate information, your Claim may be denied.

10. When will I get my payment?

Payments will be sent to Class Members who send in Valid Claim Forms on time, after the Court grants "final approval" of the Settlement, and after the time for appeals has ended and any appeals have been resolved. If the judge approves the Settlement after a hearing on **March 31, 2023** (see the section "The Court's Fairness Hearing" below), there may be appeals. Resolving these appeals can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendant over the legal issues in this case, you must take steps to get out of the Settlement. This is called asking to be excluded from—sometimes called "opting out" of—the Class.

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11. If I exclude myself, can I get anything from the Settlement?

If you ask to be excluded, you will not get a Cash Award under the Settlement, and you cannot object to the Settlement. But you may be part of a different lawsuit against Defendant in the future. You will not be bound by anything that happens in this lawsuit.

12. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from *this* Class to start or continue your own lawsuit.

13. How do I get out of the Settlement?

To opt out of the Settlement, you must send a letter by mail saying that you want to be excluded from *Hezi v. Celsius Holdings, Inc.*, U.S. District Court for the Southern District of New York, Case No. 1:21-cv-9892-VM. Be sure to include your name, address, telephone number, the approximate date of purchase, and your signature. You can't ask to be excluded at the website or on the phone. You must mail your opt out request postmarked no later than **February 13, 2023** to:

Celsius Class Administrator
P.O. Box 4325
Baton Rouge, LA 70821

Requests to opt out that do not include all required information and/or that are not submitted on a timely basis, will be deemed null, void, and ineffective. Settlement Class Members who fail to submit a valid and timely Request for opting out on or before the deadline above shall be bound by all terms of the Settlement and any Final Judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court I don't like the proposed Settlement?

To object to the Settlement, you or your attorney must send a written objection to the Class Administrator showing the basis for your objections. Your objection must contain the following information:

- (i) A caption or title that clearly identifies the Action (*Hezi v. Celsius Holdings, Inc.*, Case No. 1:21-cv-9892-VM (S.D.N.Y.)) and that the document is an objection;
- (ii) Your name, current address, and telephone number or your lawyer's name, address, and telephone number if you are objecting through counsel;
- (iii) What Product(s) you bought during the Class Period;
- (iv) a clear and concise statement of the Class Member's objection, as well as any facts and law supporting the objection,
- (v) If applicable, the identity of any other objections you or your counsel submitted to any other class action settlements including the case name, case number, and court, the general nature of such

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- prior objection(s), and the outcome of said prior objection(s) (or a statement that you and/or your attorneys have submitted no such objections);
- (vi) Your signature attesting that all facts are true and correct; and
 - (vii) If applicable, the signature of your counsel (the "Objection").

Any objection to the Settlement must be postmarked on or before the Objection Deadline, and sent to the Class Administrator at the addresses set forth in the Class Notice. The Court may, but is not required to, hear Objections in substantial compliance with these requirements, so Settlement Class Members should satisfy all requirements.

You or your lawyer may, but are not required to, appear at the Final Approval Hearing. If you or your lawyer wish to appear at the Final Approval Hearing, you must file with the Court a Notice of Intention to Appear along your written objection no later than **February 13, 2023**. You must file your Notice of Intention to Appear by certified mail or in person, along with any other supporting materials to: Clerk, United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007. Your written objection must be marked with the Case name and Case Number (*Hezi v. Celsius Holdings, Inc.*, No. 1:21-cv-9892, U.S. District Court for the Southern District of New York). In addition, you must also send copies of all documents you file with the Court to:

Ryan J. Clarkson
rclarkson@clarksonlawfirm.com
Clarkson Law Firm, P.C.
22525 Pacific Coast Highway
Malibu, CA 90265

Jeffrey S. Jacobson
jeffrey.jacobson@faegredrinker.com
Faegre Drinker Biddle & Reath LLP
1177 Avenue of the Americas, 41st Floor
New York, New York 10034, USA

The Court may only require substantial compliance with the requirements for submitting an objection. The requirement to submit a written objection may be waived upon a showing of good cause.

OBJECTION AND OPT-OUT DIFFERENCES

15. What is the difference between objecting and opting out?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. If you stay in the Class, you will be legally bound by all orders and judgments of the Court, and you won't be able to sue, or continue to sue, Defendant as part of any other lawsuit involving the same claims that are in this lawsuit. Opting out is telling the Court that you don't want to be part of the Class. If you opt out, you have no basis to object because the case no longer affects you. You cannot both opt out of and object to the Settlement. If a person attempts to do both, the Court will treat the submissions as an opt-out.

THE LAWYERS REPRESENTING YOU

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16. Do I have a lawyer in the case?

The Court has designated Ryan J. Clarkson, Bahar Sodaify, and Zachary T. Chrzan of Clarkson Law Firm, P.C., 22525 Pacific Coast Highway, Malibu, CA 90265 to represent you as “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

17. How will the costs of the lawsuit and Settlement be paid?

The Class Administrator’s and Notice Provider’s costs and fees associated with administering the Settlement, including all costs associated with the publication of the Notice of Settlement will be paid out of the Settlement Fund and shall not exceed \$845,000, inclusive of postage. Class Counsel’s reasonable attorneys’ fees and costs related to obtaining the Settlement consistent with applicable law will also be paid out of the Settlement Fund, subject to Court approval.

The Class Representatives will also request that the Court approve a payment to them of up to \$20,000 total from the Settlement Fund, as incentive awards for their participation as the Class Representatives, for taking on the risk of litigation, and for settlement of their individual claims as Class Members in the settled Actions. The amounts are subject to Court approval and the Court may award less.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you have filed an objection on time, you may attend and you may ask to speak, but you don’t have to.

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

The Court will hold a Fairness Hearing at 11:00 a.m. on **March 31, 2023**, at the U.S. District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007. The hearing may be moved to a different date or time without additional notice, so please check for updates at www.CelsiusClassActionSettlement.com. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. In order to speak at the Fairness Hearing, you must file a notice of intention to appear with the Clerk. The Court will also decide how much to pay the Class Representatives and the lawyers representing Class Members. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as you

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mailed your written objection on time, the Court will consider it. If you have sent an objection but do not come to the Court hearing, however, you will not have a right to appeal an approval of the Settlement. You may also pay another lawyer to attend on your behalf, but it's not required.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear" in the *Hezi v. Celsius Holdings, Inc.* litigation. Be sure to include your name, address, telephone number, and your signature as well as the name, address and telephone number of any lawyer representing you (if applicable). Your Notice of Intent to Appear must be postmarked no later than **February 13, 2023** and be sent to the addresses listed in Questions 13 and 14. You cannot speak at the hearing if you excluded yourself from the Class.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Class Member and do nothing, you will not receive a payment from this Settlement. And, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case, ever again.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement, download a Claim Form, and review additional case information at www.CelsiusClassActionSettlement.com. You may also call toll-free at 1-855-737-1258.

PLEASE DO NOT TELEPHONE THE DEFENDANT, THE COURT, OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

DATED: December 14, 2022

**BY ORDER OF THE UNITED STATES DISTRICT
COURT FOR THE SOUTHERN DISTRICT OF NEW
YORK**

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