UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS

IN RE KRAFT HEINZ SECURITIES LITIGATION

Case No. 1:19-cv-01339

Honorable Jorge L. Alonso

NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT; (II) SETTLEMENT HEARING; AND (III) MOTION FOR ATTORNEYS' FEES <u>AND LITIGATION EXPENSES</u>

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights will be affected by the above-captioned securities class action ("Action") if you purchased or otherwise acquired The Kraft Heinz Company ("Kraft Heinz") common stock or call options on Kraft Heinz common stock, or sold put options on Kraft Heinz common stock, from November 6, 2015 through August 7, 2019, inclusive ("Class Period"), and were damaged thereby ("Settlement Class").¹

NOTICE OF PROPOSED SETTLEMENT: Please also be advised that the Court-appointed Lead Plaintiffs Sjunde AP-Fonden and Union Asset Management Holding AG, and additional named Plaintiff Booker Enterprises Pty Ltd. (collectively, "Plaintiffs") have reached a proposed settlement of the Action for \$450,000,000 in cash ("Settlement") with defendants Kraft Heinz (also referred to herein as the "Company"); Bernardo Hees, Paulo Basilio, David Knopf, Alexandre Behring, George Zoghbi, and Rafael Oliveira (collectively, the "Individual Defendants" and, together with Kraft Heinz, the "Kraft Heinz Defendants"); and 3G Capital Partners and its affiliates, including the following affiliated funds and business entities: 3G Capital, Inc. (a Delaware corporation) and the Cayman Islands entities 3G Global Food Holdings, L.P.; 3G Global Food Holdings GP LP; 3G Capital Partners LP; 3G Capital Partners II LP; and 3G Capital Partners Ltd (collectively, "3G Capital" and, together with the Kraft Heinz Defendants, "Defendants"). If approved by the Court, the Settlement will resolve the Action, including Plaintiffs' claims that Defendants violated the federal securities laws by making materially false or misleading statements and omissions during the Class Period about the sustainability of Kraft Heinz's costcutting measures, its brand investment and operations, Kraft Heinz's Canadian retail business, the Company's financial performance, and the Company's valuation and testing for impairment of its goodwill and intangible assets; and that 3G Capital sold Kraft Heinz stock on August 7, 2018, while in possession of material nonpublic information. The history of the Action and the claims being released by the Settlement are detailed in ¶¶ 4-16 and ¶¶ 29-35 herein.

¹ All capitalized terms not defined in this Notice have the meanings provided in the Stipulation and Agreement of Settlement, dated May 2, 2023 ("Stipulation"). The Stipulation can be viewed at <u>www.KraftHeinzSecuritiesLitigation.com</u>.

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of a payment from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.

If you have questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact the Court, the Clerk's Office, Defendants, or Defendants' Counsel. All questions should be directed to the Claims Administrator or Lead Counsel (*see* ¶ 65 below).

Additional information about the Settlement is available on the website for the Action, <u>www.KraftHeinzSecuritiesLitigation.com</u>.

• <u>Statement of the Settlement Class's Recovery</u>: Subject to Court approval, Plaintiffs, on behalf of themselves and the Settlement Class, have agreed to settle the Action in exchange for a settlement payment of \$450,000,000 in cash ("Settlement Amount") to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon ("Settlement Fund") less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys' fees awarded by the Court; and (v) any other costs or fees approved by the Court) will be distributed in accordance with a plan of allocation approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation ("Plan of Allocation") is attached hereto as Appendix A.

• Estimate of Average Amount of Recovery Per Share/Option: Plaintiffs' damages expert estimates that approximately 702,367,286 shares of Kraft Heinz common stock and 68,801,200 Kraft Heinz call options² purchased, and 83,504,600 Kraft Heinz put options sold, during the Class Period may have been affected by the conduct at issue in the Action and eligible to participate in the Settlement. If all eligible Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses, and costs as described herein) will be \$0.62 per eligible share of Kraft Heinz common stock, \$0.04 per eligible Kraft Heinz call option, and \$0.16 per eligible Kraft Heinz put option. Settlement Class Members should note, however, that these are only estimates based on the overall number of potentially eligible shares and options. Some Settlement Class Members may recover more or less than these estimated amounts depending on: (i) when and the price at which they purchased/acquired/sold their Kraft Heinz common stock/options; (ii) the total number and value of valid Claims submitted; (iii) the amount of Notice and Administration Costs; and (iv) the amount of attorneys' fees and Litigation Expenses awarded by the Court. Distributions to Settlement Class Members will be made based on the Plan of Allocation attached hereto as Appendix A, or such other plan of allocation as may be ordered by the Court.

• <u>Statement of Potential Outcome of the Case</u>: The Parties do not agree on whether Plaintiffs would have prevailed on their claims against Defendants. Nor do they agree on whether and to what extent the Settlement Class suffered any damages, including the average amount of

² All options-related amounts in this paragraph are per share of the underlying security (*i.e.*, 1/100 of a contract).

damages per share or option that would be recoverable if Plaintiffs were to prevail in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Settlement Class as a result of their conduct. Defendants have denied and continue to deny any and all allegations of wrongdoing or fault asserted in the Action, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Plaintiffs and the Settlement Class have suffered any loss attributable to Defendants' actions or omissions.

• <u>Attorneys' Fees and Expenses Sought</u>: Court-appointed Lead Counsel, Bernstein Litowitz Berger & Grossmann LLP and Kessler Topaz Meltzer & Check, LLP, have prosecuted this Action on a wholly contingent basis and have not received any attorneys' fees (or payment of expenses) for their representation of the Settlement Class. For their efforts, Lead Counsel, on behalf of Plaintiffs' Counsel, will apply to the Court for attorneys' fees in the amount of 20% of the Settlement Fund. Lead Counsel will also apply for payment of Litigation Expenses incurred in connection with the institution, prosecution, and resolution of the Action, in an amount not to exceed \$3.2 million, which amount may include a request for reimbursement of the Settlement Class in accordance with 15 U.S.C. §78u-4(a)(4). Any fees and expenses awarded to Plaintiffs' Counsel will be paid from the Settlement Fund along with any interest earned at the same rate as earned by the Settlement Class on the Settlement Fund. If the Court approves the maximum amount of the foregoing fees and expenses, the estimated average cost will be approximately \$0.13 per eligible share of Kraft Heinz common stock, \$0.01 per eligible Kraft Heinz call option, and \$0.03 per eligible Kraft Heinz put option. **Please note that these are only estimates**.

• <u>Identification of Attorneys' Representatives</u>: Plaintiffs and the Settlement Class are represented by Katherine M. Sinderson of Bernstein Litowitz Berger & Grossmann LLP, 1251 Avenue of the Americas, New York, NY 10020, 1-800-380-8496, settlements@blbglaw.com, <u>www.blbglaw.com</u>, and Sharan Nirmul of Kessler Topaz Meltzer & Check, LLP, 280 King of Prussia Road, Radnor, PA 19087, 1-610-667-7706, info@ktmc.com, <u>www.ktmc.com</u>. Other representatives from Lead Counsel are listed in ¶ 65 below. Further information regarding the Action, the Settlement, and this Notice also may be obtained by contacting the Claims Administrator at: *Kraft Heinz Securities Litigation*, c/o JND Legal Administration, P.O. Box 91207, Seattle, WA 98111; 1-844-798-0760; info@KraftHeinzSecuritiesLitigation.com.

• <u>Reasons for the Settlement</u>: Plaintiffs' principal reason for entering into the Settlement is the near-term cash benefit for the Settlement Class without the substantial risk or the delays and costs inherent in further litigation. Here, the Parties were in the midst of discovery efforts at the time the Settlement was reached. The benefit of the Settlement must be considered against the risk that a smaller recovery—or no recovery at all—might be achieved after full discovery, class certification, summary judgment, a trial of the Action, and the likely appeals that would follow a trial. Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that any Settlement Class Member was damaged, are entering into the Settlement solely to eliminate the uncertainty, burden, and expense of further litigation.

YOUR LEGAL RIGH	YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:						
SUBMIT A CLAIM FORM POSTMARKED (IF MAILED), OR ONLINE, NO LATER THAN OCTOBER 10, 2023.	This is the only way to be eligible to receive a payment from the Settlement. If you are a Settlement Class Member, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in \P 30 below) that you have against Defendants and the other Defendants' Releasees (defined in \P 31 below), so it is in your interest to submit a Claim Form.						
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN AUGUST 22, 2023.	Get no payment from the Settlement. This is the <i>only</i> option that may allow you to ever bring or be part of any <i>other</i> lawsuit against Defendants or the other Defendants' Releasees about the claims being released by the Settlement.						
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN AUGUST 22, 2023.	If you do not like the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's request for attorneys' fees and Litigation Expenses, you may object by writing to the Court (as described in ¶¶ 56-57 below). In order to object, you must be a member of the Settlement Class.						
GO TO A HEARING ON SEPTEMBER 12, 2023 AT 10:00 A.M. CENTRAL TIME, AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN AUGUST 22, 2023.	Ask to speak in Court at the Settlement Hearing, at the discretion of the Court, about the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's request for attorneys' fees and Litigation Expenses.						
DO NOTHING.	Get no payment from the Settlement. You will, however, remain a member of the Settlement Class, which means that you give up any right you may have to sue about the claims that are being resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.						

These rights and options – and the deadlines to exercise them – are further explained in this Notice. <u>Please Note</u>: The date and time of the Settlement Hearing – currently scheduled for September 12, 2023 at 10:00 a.m. Central Time – is subject to change without further notice to the Settlement Class. It is also within the Court's discretion to hold the hearing in person or by telephone or video conference. If you plan to attend the Settlement Hearing, you should check the website <u>www.KraftHeinzSecuritiesLitigation.com</u> or contact Lead Counsel to confirm that no change to the date and/or time of the hearing has been made.

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. The Court has directed the issuance of this Notice to inform potential Settlement Class Members about the Action and the proposed Settlement and their options in connection therewith before the Court rules on the Settlement. Additionally, Settlement Class Members have the right to understand how this class action lawsuit may generally affect their legal rights.

2. This Notice explains the Action, the Settlement, Settlement Class Members' legal rights, what benefits are available under the Settlement, who is eligible for the benefits, and how to get them.

3. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator will make payments to eligible Settlement Class Members pursuant to the Settlement after any objections and appeals are resolved.

WHAT IS THIS CASE ABOUT?

4. This is a securities class action against Defendants for alleged violations of the federal securities laws during the Class Period. Among other things, Plaintiffs generally alleged that Defendants made materially false or misleading statements and omissions during the Class Period about the sustainability of Kraft Heinz's cost-cutting measures, its brand investment and operations, Kraft Heinz's Canadian retail business, the Company's financial performance, and the Company's valuation and testing for impairment of its goodwill and intangible assets. Plaintiffs further alleged that the price of Kraft Heinz's common stock was artificially inflated as a result of Defendants' allegedly false or misleading misstatements and omissions, and declined when the truth was revealed, causing damage to Kraft Heinz's investors. Plaintiffs further alleged that 3G Capital sold Kraft Heinz stock on August 7, 2018, while in possession of material nonpublic information. Defendants deny all of the allegations of wrongdoing asserted in the Action and deny any liability whatsoever to any member of the Settlement Class.

5. The Action was commenced on February 24, 2019, with the filing of the initial complaint in the Court, asserting violations of the federal securities laws against Kraft Heinz and certain of its executives.

6. On October 8, 2019, the Court appointed Sjunde AP-Fonden ("AP7") and Union Asset Management Holding AG ("Union") as Lead Plaintiffs for the Action, and approved Lead Plaintiffs' selection of Bernstein Litowitz Berger & Grossmann LLP and Kessler Topaz Meltzer & Check, LLP as Lead Counsel for the class.

7. On January 6, 2020, Plaintiffs filed the Consolidated Class Action Complaint. On March 6, 2020, the Kraft Heinz Defendants and 3G Capital filed motions to dismiss the Consolidated Class Action Complaint.

8. On June 15, 2020, Plaintiffs moved for leave to file an amended complaint based on information from the newly unsealed complaint in a related shareholder derivative action in the Delaware Court of Chancery, *In re The Kraft Heinz Co. Derivative Litigation*, No. 2019-0587-AGB, which described documents that Kraft Heinz produced in response to a shareholder demand for inspection pursuant to 8 Del. C. § 220. On June 30, 2020, the Court granted Plaintiffs' motion to amend the complaint.

9. On June 19, 2020, Plaintiffs moved for limited relief from the PSLRA discovery stay and requested that Defendants produce copies of the books and records produced by Kraft Heinz pursuant to 8 Del. C. § 220 as well as unredacted copies of documents filed under seal in this Action and in the Delaware Court of Chancery that referenced such documents. Plaintiffs' motion was fully briefed and, on July 30, 2020, the Court denied Plaintiffs' motion to lift the discovery stay without prejudice.

10. On August 14, 2020, Plaintiffs filed the operative complaint in the Action, the Consolidated Amended Class Action Complaint ("Complaint"), which asserted claims against the Kraft Heinz Defendants under Section 10(b) of the Securities Exchange Act of 1934 and Rule

10b-5 promulgated thereunder, against 3G Capital and the Individual Defendants under Section 20(a) of the Exchange Act, and against 3G Capital under Section 20A of the Exchange Act. On September 28, 2020, Defendants filed motions to dismiss the Complaint. Defendants' motions were fully briefed and, on August 11, 2021, the Court denied Defendants' motions to dismiss. Thereafter, on October 25, 2021, Defendants filed their answers to the Complaint, denying the claims and asserting a number of affirmative defenses.

11. Following the Court's ruling on Defendants' motions to dismiss, discovery commenced. The Parties prepared and served initial disclosures; prepared and served multiple sets of requests for production of documents; prepared and served several interrogatories; exchanged considerable correspondence and participated in numerous meet-and-confers regarding those requests. Plaintiffs also prepared and served document subpoenas on 23 third parties; and exchanged correspondence and participated in meet-and-confers and other discussions with those third-parties. Defendants and third parties produced a total of over 14.7 million pages of documents to Plaintiffs. In addition, Plaintiffs produced over 53,000 pages of documents to Defendants in response to their discovery requests. In addition, two corporate representatives from Union, one corporate representative from AP7, and Luke Booker from Booker Enterprises Pty Ltd. prepared and sat for depositions in connection with the motion for class certification. The Parties also litigated several motions to compel.

12. On March 28, 2022, Plaintiffs filed their motion for class certification, which was accompanied by a report from Plaintiffs' expert on market efficiency and common damages methodologies. Plaintiffs' motion was fully briefed. Defendants deposed Plaintiffs' expert on May 5, 2022 and Plaintiffs deposed Defendants' experts in June 2022.

13. While discovery was ongoing and Plaintiffs' class certification motion was pending, the Parties engaged in private mediation before former United States District Court Judge Layn Phillips. In advance of the mediation, the Parties exchanged and also submitted to Judge Phillips detailed opening and reply mediation statements with numerous exhibits. Mediation sessions with Judge Phillips were held on January 31, 2023 and February 3, 2023. On February 7, 2023, Judge Phillips issued a mediator's recommendation, which the Parties accepted on February 13, 2023. Thereafter, the Parties memorialized their agreement in principle to resolve the Action in a term sheet executed on March 14, 2023.

14. After additional negotiations regarding the specific terms of their agreement, the Parties entered into the Stipulation on May 2, 2023. The Stipulation, which sets forth the terms and conditions of the Settlement, can be viewed at <u>www.KraftHeinzSecuritiesLitigation.com</u>.

15. On May 11, 2023, the Court preliminarily approved the Settlement, authorized notice of the Settlement to be provided to potential Settlement Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval of the Settlement.

16. Defendants have denied and continue to deny any wrongdoing or that they have committed any act or omission giving rise to any liability or violation of law, including the U.S. securities laws. Defendants have denied and continue to deny each and every one of the claims and contentions alleged in this Action, including all claims in the Complaint. Defendants have also

denied and continue to deny any liability whatsoever and that Plaintiffs or Settlement Class Members suffered any damage or were otherwise harmed by the conduct alleged in the Action, and Defendants maintain that they have meritorious defenses to all claims that were raised or could have been raised in the Action. Defendants are entering this Settlement solely to eliminate the uncertainty, burden, and expense of further litigation.

WHY IS THIS CASE A CLASS ACTION?

17. In a class action, one or more persons or entities (in this case, Plaintiffs) sue on behalf of persons and entities that have similar claims. Together, these persons and entities are a "class," and each is a "class member." Bringing a case, such as this one, as a class action allows the adjudication of many individuals' similar claims that might be too small to bring economically as separate actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or "opt out," from the class.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? WHO IS INCLUDED IN THE SETTLEMENT CLASS?

18. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class consists of:

All persons or entities who purchased or otherwise acquired Kraft Heinz common stock or call options on Kraft Heinz common stock, or sold put options on Kraft Heinz common stock, from November 6, 2015 through August 7, 2019, inclusive, and were damaged thereby.

Excluded from the Settlement Class are (i) Defendants; (ii) any directors and Officers of Kraft Heinz or 3G Capital during the Class Period and members of their immediate families; (iii) the subsidiaries, parents, and affiliates of Kraft Heinz and 3G Capital; (iv) any firm, trust, corporation, or other entity in which Kraft Heinz or 3G Capital has or had a controlling interest; and (v) the legal representatives, heirs, successors, and assigns of any such excluded party. Also excluded from the Settlement Class are any persons and entities who or which submit a request for exclusion from the Settlement Class that is accepted by the Court.

PLEASE NOTE: Receipt of this Notice or the Postcard Notice does not mean that you are a Settlement Class Member or that you will be entitled to a payment from the Settlement. If you are a Settlement Class Member and you wish to be eligible to receive a payment from the Settlement, you are required to submit a Claim Form and the required supporting documentation as set forth in the Claim Form postmarked (if mailed), or online at <u>www.KraftHeinzSecuritiesLitigation.com</u>, no later than October 10, 2023.

WHAT ARE PLAINTIFFS' REASONS FOR THE SETTLEMENT?

19. The Settlement is the result of four years of hard-fought litigation and extensive, arm's-length negotiations by the Parties. Plaintiffs and Lead Counsel believe that their claims against Defendants have merit; however, they also recognize the expense and length of continued proceedings necessary to pursue Plaintiffs' claims—*i.e.*, the completion of merits discovery including the complexities involved with discovery of foreign defendants and third parties, expert discovery, a decision on Plaintiffs' motion for class certification, summary judgment, and trial, as well as the challenges Plaintiffs would face in establishing liability and the Settlement Class's full amount of damages. More specifically, Plaintiffs faced the potential challenges associated with proving that there were material misstatements in Defendants' public statements, that Defendants deliberately misled investors, that any investment losses suffered by Settlement Class Members were caused by misleading statements made by Defendants, and establishing significant damages under the securities laws.

20. This unusually complicated case involved several distinct strands of allegations related, among other things, to the Company's procurement division, the Company's accounting practices and to the financial book value of numerous of its brands and reporting units, and the Company's cost-cutting measures. Defendants were expected to argue vigorously at summary judgment and trial that Plaintiffs could not establish falsity because: (i) the risks and consequences from Defendants' cost-cutting had been disclosed and were known to the market; (ii) there was no basis for Defendants to record an impairment of goodwill before they did, including in part because their accounting was reviewed and approved by multiple major accounting firms; and (iii) the fraud in the procurement division was immaterial. In addition, 3G Capital would contend that it did not possess material nonpublic information at the time of its sale of Kraft Heinz common stock.

21. Plaintiffs would also have faced considerable challenges in proving Defendants' knowledge and intent with respect to each aspect of the alleged fraud. Defendants would have strong arguments concerning one of Plaintiffs' principal theories for establishing Defendants' motive and intent, as Defendants would argue that 3G Capital's substantial sale of Kraft Heinz stock during the Class Period had been undertaken to fulfill redemption requests from its outside limited partners and that 3G Capital did not directly profit from that sale. This same issue posed very substantial risks to the Section 20A "insider trading" claims against 3G Capital, as 3G Capital would argue that its sale of Kraft Heinz common stock arose from its contractual redemption obligations.

22. Finally, Plaintiffs would also have faced substantial hurdles with respect to establishing loss causation and damages. Among the risks Plaintiffs faced were (i) establishing the falsity of alleged misstatements and the amount of artificial inflation for much of the Class Period; and (ii) the impact of "disaggregation" on recoverable damages. *First*, there was a likelihood that a jury at trial could determine that the stock only reached maximum inflation later in the Class Period, as the negative impact of Defendants' cost-cutting practices materialized. This could have a meaningful impact on recoverable damages, because it would mean that the stock price was only inflated by a small amount for much of the Class Period. Indeed, a jury (or the Court at summary judgment) might have found that the limited impact of Defendants' cost-cutting practices and lack of any impairment of goodwill under accepted accounting principles in the early stages of the Class Period meant that there was no material false statement at those times, and, thus, those portions of

the Class Period should be dismissed entirely. *Second*, Plaintiffs would also face challenges in determining the amount of the price decline following each of the corrective disclosures that was related to the alleged fraud—rather than other, non-fraud-related news disclosed on the same dates. On each of three alleged corrective disclosure dates, the Company released multiple pieces of other negative information that was arguably unrelated to the alleged fraud, including information about international transaction costs, commodity inflation, and foreign exchange costs, that could have accounted for substantial portions of the price declines following each disclosure and thus substantially reduced recoverable damages.

23. In light of these risks, the amount of the Settlement, and the near-term recovery to the Settlement Class, Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. Plaintiffs and Lead Counsel believe that the Settlement provides a favorable result for the Settlement Class, namely \$450,000,000 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no, recovery after trial, and appeals, possibly years in the future.

24. Defendants have denied the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation, and the Settlement may not be construed as an admission of any wrongdoing by Defendants in this or any other action or proceeding.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

25. If there were no Settlement and Plaintiffs failed to establish any essential element of their claims against Defendants at trial, neither Plaintiffs nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses at trial, or on appeal, the Settlement Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

26. As a Settlement Class Member, you are represented by Plaintiffs and Lead Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

27. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section below entitled, "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?" on page 15.

28. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel's request for attorneys' fees and Litigation Expenses, you

may present your objection(s) by following the instructions in the section below entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?" on page 16.

29. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court in the Action. If the Settlement is approved, the Court will enter a judgment ("Judgment"). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Plaintiffs and each of the other Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim (as defined in ¶ 30 below) against Defendants and the other Defendants' Releasees (as defined in ¶ 31 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims directly or indirectly against any of the Defendants' Releasees. This release shall not apply to any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

30. "Released Plaintiffs' Claims" means all claims, demands, losses, rights, and causes of action of every nature and description whatsoever, whether known claims or Unknown Claims, whether arising under federal, state, common, or foreign law, that have been or could have been asserted in this Action or could in the future be asserted in any forum, whether foreign or domestic, by Plaintiffs or any other member of the Settlement Class, or their successors, assigns, executors, administrators, representatives, attorneys, and agents, in their capacities as such, whether brought directly or indirectly against any Defendant or other Defendants' Releasees, which (a) arise out of, are based upon, or relate to in any way any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to, in the Action, and (b) arise out of, are based upon, or relate to the purchase or acquisition of Kraft Heinz common stock or call options on Kraft Heinz common stock, or the sale of put options on Kraft Heinz common stock during the Class Period. For avoidance of doubt, this release does not cover, include, or release (a) any claims asserted in any related shareholder derivative action, including In re Kraft Heinz Company Derivative Litigation, Consolidated C.A. No. 2019-0587 (Del. Ch.); Police & Fire Ret. Sys. v. Hees, No. 2020-0069 (Del. Ch.); Datnoff v. Behring, et al., No. 2022-0398 (Del. Ch.); Felicetti v. Behring et al., No. 2023-0278 (Del. Ch.); In re: Kraft Heinz Shareholder Derivative Litigation, Case No. 1:20-cv-02259 (N.D. Ill.); Merritts v. 3G Capital, Inc. et al., Case No. 1:20-cv-02071 (N.D. Ill.); Waters v. Behring et al., Case No. 1:20-cv-02072 (N.D. Ill.); Silverman et al. v. Behring et al., Case No. 1:20-cv-02257 (N.D. Ill.); Green v. Behring et al., Case No. 1:20-cv-02258 (N.D. Ill.); and Hill v. Abel et al., Case No. 1:20-cv-02280 (N.D. Ill.); (b) any claims related to the enforcement of the Settlement; and (c) any claims of any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

31. "Defendants' Releasees" means Defendants and any and all of their current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, divisions, investment funds, joint ventures, and general or limited partnerships, and each of their respective current or former officers, directors, partners, trustees, trusts, members,

contractors, auditors, principals, agents, managing agents, employees, insurers, reinsurers, and attorneys, in their capacities as such, as well as each of the Individual Defendants' Immediate Family members, heirs, executors, personal or legal representatives, estates, beneficiaries, predecessors, successors, and assigns.

32. "Unknown Claims" means any Released Plaintiffs' Claims which any Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants' Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have materially affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendants shall expressly waive, and each of the other Settlement Class Members shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs or other Settlement Class Members may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Plaintiffs' Claims, but Plaintiffs and each Settlement Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment have settled and released, fully, finally, and forever, any and all Released Plaintiffs' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Plaintiffs and Defendants acknowledge, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

33. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim (as defined in \P 34 below) against Plaintiffs and the other Plaintiffs' Releasees (as defined in \P 35 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims directly or indirectly against any of the Plaintiffs' Releasees. This release shall not apply to any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

34. "Released Defendants' Claims" means all claims, demands, losses, rights, and causes of action of every nature and description whatsoever, whether known claims or Unknown Claims, whether arising under federal, state, common, or foreign law, that arise out of or are based upon the institution, prosecution, or settlement of the claims against Defendants. This release does not cover, include, or release (i) any claims relating to the enforcement of the Settlement; or (ii) any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

35. "Plaintiffs' Releasees" means Plaintiffs, all other plaintiffs in the Action, and all other Settlement Class Members, and any and all of their respective current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, divisions, investment funds, joint ventures, and general or limited partnerships, and each of their respective current or former officers, directors, partners, trustees, trusts, members, contractors, auditors, principals, agents, managing agents, employees, insurers, reinsurers, and attorneys, in their capacities as such, as well as each of the Settlement Class Members' Immediate Family members, heirs, executors, personal or legal representatives, estates, beneficiaries, predecessors, successors, and assigns.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

36. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form with adequate supporting documentation *postmarked (if mailed), or submitted online at <u>www.KraftHeinzSecuritiesLitigation.com</u>, no later than October 10, 2023. You can obtain a copy of the Claim Form on the website, <u>www.KraftHeinzSecuritiesLitigation.com</u>, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-844-798-0760, or by emailing the Claims Administrator at info@KraftHeinzSecuritiesLitigation.com. Please retain all records of your ownership of and transactions in Kraft Heinz common stock, call options and put options, as they may be needed to document your Claim. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.*

<u>PLEASE NOTE</u>: The United States Securities and Exchange Commission has established a fair fund in its enforcement action against Kraft Heinz ("SEC Fair Fund"). The SEC Fair Fund will compensate certain investors who purchased Kraft Heinz common stock between February 26, 2016 and February 21, 2019 and who satisfy the conditions of the Plan of Distribution available on the website, <u>www.khcfairfund.com</u>. The SEC Fair Fund is <u>separate</u> from the Settlement of this Action. Settlement Class Members who submitted a claim to a recover from the SEC Fair Fund will also need to submit the Claim Form in this Action to be eligible for a recovery from the Settlement obtained in this Action.

HOW MUCH WILL MY PAYMENT BE?

37. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

38. Pursuant to the Settlement, Defendants shall pay or cause to be paid a total of \$450,000,000 in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the "Net Settlement Fund" (that is, the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys' fees awarded by the Court; and (v) any other costs or fees approved by the Court) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

39. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to the Plan of Allocation set forth in Appendix A, or another plan of allocation, will not affect the Settlement, if approved.

40. Once the Court's order or judgment approving the Settlement becomes Final and the Effective Date has occurred, no Defendant, Defendants' Releasee, or any other person or entity (including Defendants' insurance carriers) who or which paid any portion of the Settlement Amount on Defendants' behalf are entitled to get back any portion of the Settlement Fund. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the plan of allocation.

41. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form **postmarked or received on or before October 10, 2023** shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the Releases given.

42. Participants in and beneficiaries of any employee retirement and/or benefit plan covered by the Employee Retirement Income Security Act of 1974 ("Employee Plan") should NOT include any information relating to Kraft Heinz securities purchased/acquired/sold through an Employee Plan in any Claim Form they submit in this Action. They should include ONLY those eligible Kraft Heinz securities purchased/acquired/sold during the Class Period outside of an Employee Plan. Claims based on any Employee Plan(s)' purchases/acquisitions/sales of eligible Kraft Heinz securities during the Class Period may be made by the Employee Plan(s)' trustees.

43. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member.

44. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim.

45. Only Settlement Class Members, *i.e.*, persons or entities who purchased or otherwise acquired Kraft Heinz common stock or call options on Kraft Heinz common stock, or sold put options on Kraft Heinz common stock, during the Class Period and were damaged as a result of such purchases, acquisitions and/or sales, will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms.

46. Appendix A to this Notice sets forth the Plan of Allocation for allocating the Net Settlement Fund among Authorized Claimants, as proposed by Plaintiffs and Lead Counsel. At the Settlement Hearing, Lead Counsel will request that the Court approve the Plan of Allocation. The Court may modify the Plan of Allocation, or approve a different plan of allocation, without further notice to the Settlement Class.

WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?

47. Lead Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Lead Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply, on behalf of Plaintiffs' Counsel, to the Court for an award of attorneys' fees in the amount of 20% of the Settlement Fund. At the same time, Lead Counsel also intend to apply for payment of Litigation Expenses in an amount not to exceed \$3.2 million, which amount may include a request for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Class in accordance with 15 U.S.C. § 78u-4(a)(4).

48. Lead Counsel's motion for attorneys' fees and Litigation Expenses will be filed by August 8, 2023. A copy of Lead Counsel's motion for attorneys' fees and Litigation Expenses will be available for review at <u>www.KraftHeinzSecuritiesLitigation.com</u> once it is filed. The Court will determine the amount of any award of attorneys' fees or Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. *Settlement Class Members are not personally liable for any such fees or expenses.*

WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS? HOW DO I EXCLUDE MYSELF?

49. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a letter requesting exclusion addressed to: *Kraft Heinz Securities Litigation*, EXCLUSIONS, c/o JND Legal Administration, P.O. Box 91207, Seattle, WA 98111. The request for exclusion must be *received* no later than August 22, 2023. You will not be able to exclude yourself from the Settlement Class after that date. Each letter requesting exclusion must: (i) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state that such person or entity "requests exclusion from the Settlement Class in *In re Kraft Heinz Securities Litigation*, Case No.

1:19-cv-01339 (N.D. Ill.)"; (iii) state the number of shares of Kraft Heinz common stock and the number of call or put options on Kraft Heinz common stock that the person or entity requesting exclusion (A) owned as of the opening of trading on November 6, 2015 and (B) purchased/acquired and/or sold during the Class Period (*i.e.*, from November 6, 2015 through August 7, 2019, inclusive), as well as the dates, number of shares/options, and prices of each such purchase/acquisition and/or sale; and (iv) be signed by the person or entity requesting exclusion or an authorized representative. A letter requesting exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

50. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claim against any of the Defendants' Releasees. Excluding yourself from the Settlement Class is the only option that may allow you to be part of any other current or future lawsuit against Defendants or any of the other Defendants' Releasees concerning the Released Plaintiffs' Claims. Please note, however, if you decide to exclude yourself from the Settlement Class, Defendants and the other Defendants' Releasees will have the right to assert any and all defenses they may have to any claims that you may seek to assert.

51. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment from the Net Settlement Fund.

52. The Kraft Heinz Defendants (provided they agree) and 3G Capital (provided they agree) shall each have the unilateral right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by the Parties.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

53. Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.

54. <u>Please Note</u>: The date and time of the Settlement Hearing may change without further written notice to the Settlement Class. In addition, the Court may decide to conduct the Settlement Hearing by video or telephonic conference, or otherwise allow Settlement Class Members to appear at the hearing by video or phone, without further written notice to the Settlement Class. In order to determine whether the date and time of the Settlement Hearing have changed, or whether Settlement Class Members must or may participate by phone or video, it is important that you check the Court's docket and the website, <u>www.KraftHeinzSecuritiesLitigation.com</u>, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to

<u>www.KraftHeinzSecuritiesLitigation.com</u>. If the Court requires or allows Settlement Class Members to participate in the Settlement Hearing by telephone or video conference, the information for accessing the telephone or video conference will be posted to <u>www.KraftHeinzSecuritiesLitigation.com</u>.

55. The Settlement Hearing will be held on **September 12, 2023 at 10:00 a.m. Central Time**, before the Honorable Jorge L. Alonso, United States District Judge for the Northern District of Illinois, in Courtroom 1903 of the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's request for attorneys' fees and Litigation Expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class.

56. Any Settlement Class Member may object to the Settlement, the Plan of Allocation, and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the Northern District of Illinois at the address set forth below, as well as serve copies on Lead Counsel and Defendants' Counsel at the addresses set forth below *on or before August 22, 2023*.

Clerk's Office	Lead Counsel	Defendants' Counsel
United States District Court Northern District of Illinois Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street Chicago, IL 60604	Sharan Nirmul Kessler Topaz Meltzer & Check, LLP 280 King of Prussia Road Radnor, PA 19087 and Katherine M. Sinderson Bernstein Litowitz Berger & Grossmann LLP 1251 Avenue of the Americas New York, NY 10020	Andrew J. Ehrlich Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019 and Sandra C. Goldstein Kirkland & Ellis LLP 601 Lexington Avenue New York, NY 10022

57. Any objection, filings, and other submissions by the objecting Settlement Class Member must include: (1) the name of this proceeding, *In re Kraft Heinz Securities Litigation*, Case No. 1:19-cv-01339 (N.D. Ill.); (2) the objector's full name, current address, and telephone number; (3) the objector's signature; (4) a statement providing the specific reasons for the objection, including a detailed statement of the specific legal and factual basis for each and every objection and whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; and (5) documents sufficient to prove membership in the Settlement Class, including documents showing the number of shares of Kraft Heinz common stock and call or put options on Kraft Heinz common stock that the objecting Settlement Class Member (A) held as of the opening of trading on November 6, 2015 and (B) purchased/acquired and/or sold during the Class Period, as well as the dates, number of

shares/options, and prices of each such purchase/acquisition and sale. The objecting Settlement Class Member shall provide documentation establishing membership in the Settlement Class through copies of brokerage confirmation slips or brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a brokerage confirmation slip or account statement.

58. You may not object to the Settlement, Plan of Allocation, and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses if you exclude yourself from the Settlement Class.

59. You may submit an objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless (1) you first submit a written objection in accordance with the procedures described above, (2) you first submit your notice of appearance in accordance with the procedures described below, or (3) the Court orders otherwise.

60. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses, and if you timely submit a written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in \P 56 above so that it is *received* on or before August 22, 2023. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

61. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in \P 56 above so that the notice is *received* on or before August 22, 2023.

62. Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT SHARES/OPTIONS ON SOMEONE ELSE'S BEHALF?

63. If you purchased or otherwise acquired shares of Kraft Heinz common stock or call options on Kraft Heinz common stock, or sold put options on Kraft Heinz common stock from November 6, 2015 through August 7, 2019, inclusive, for the beneficial interest of persons or entities other than yourself, you must either (i) within seven (7) calendar days of receipt of this

Notice, request from the Claims Administrator sufficient copies of the Postcard Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Postcard Notices forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of this Notice, provide a list of the names, addresses, and e-mail addresses, if available, of all such beneficial owners to *Kraft Heinz Securities Litigation*, c/o JND Legal Administration, P.O. Box 91207, Seattle, WA 98111. If you choose the second option, the Claims Administrator will send a copy of the Postcard Notice to the beneficial owners you have identified on your list. Upon full compliance with these directions, nominees may seek reimbursement of their reasonable expenses actually incurred in complying with these directions by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Reasonable expenses shall not exceed \$0.10 per mailing record provided to the Claims Administrator; \$0.50 per unit for each Postcard Notice actually mailed, which amount includes postage; and \$0.10 per Postcard Notice sent via email. Such properly documented expenses incurred by nominees in compliance with these directions shall be paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

64. Copies of the Notice and the Claim Form may be obtained from the website for the Settlement, <u>www.KraftHeinzSecuritiesLitigation.com</u>, by calling the Claims Administrator toll-free at 1-844-798-0760, or by emailing the Claims Administrator at info@KraftHeinzSecuritiesLitigation.com.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

This Notice contains only a summary of the terms of the Settlement. For the terms 65. Settlement, please of the see the Stipulation available and conditions at www.KraftHeinzSecuritiesLitigation.com. More detailed information about the matters involved in this Action can be obtained by accessing the Court docket in this case, for a fee, through the Court Electronic Records (PACER) Court's Public Access to system at https://ecf.ilnd.uscourts.gov, or by visiting, during regular office hours, the Office of the Clerk, United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604. Additionally, copies of any related orders entered by the Court and certain other filings in this Action will be posted on the website www.KraftHeinzSecuritiesLitigation.com.

All inquiries concerning this Notice and the Claim Form should be directed to:

Kraft Heinz Securities Litigation c/o JND Legal Administration P.O. Box 91207 Seattle, WA 98111

1-844-798-0760

info@KraftHeinzSecuritiesLitigation.com www.KraftHeinzSecuritiesLitigation.com and/or

Kessler Topaz Meltzer & Check, LLP Sharan Nirmul, Esq. Richard A. Russo, Jr., Esq. Joshua A. Materese, Esq. 280 King of Prussia Road Radnor, PA 19087 1-610-667-7706 -and-

Jennifer L. Joost, Esq. One Sansome Street, Suite 1850 San Francisco, CA 94104 1-415-400-3000

info@ktmc.com

Bernstein Litowitz Berger & Grossmann LLP Katherine M. Sinderson, Esq. Salvatore J. Graziano, Esq. Jesse L. Jensen, Esq. 1251 Avenue of the Americas New York, NY 10020 1-800-380-8496

settlements@blbglaw.com

PLEASE DO NOT CALL OR WRITE THE COURT, THE CLERK'S OFFICE, DEFENDANTS, OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE.

Dated: June 12, 2023

By Order of the Court United States District Court Northern District of Illinois

APPENDIX A

<u>Proposed Plan of Allocation of Net Settlement Fund</u> <u>Among Authorized Claimants</u>

66. The objective of the proposed Plan of Allocation is to equitably distribute the Net Settlement Fund to those Settlement Class Members who suffered economic losses as a result of the alleged violations of the federal securities laws. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations made pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

67. In order to have recoverable damages, the disclosure of the allegedly misrepresented information must have been the cause of the adverse change in the price of Kraft Heinz common stock and call and put options on Kraft Heinz common stock (collectively, the "Kraft Heinz Securities"). In this case, Plaintiffs alleged that Defendants made false statements and omitted material facts during the Class Period, which had the effect of artificially inflating the price of Kraft Heinz common stock and call options, and deflating the price of Kraft Heinz put options. Plaintiffs further alleged that corrective information was released to the market on: November 1, 2018 (after the close of trading), February 21, 2019 (after the close of trading), and August 8, 2019 (prior to market open), which partially removed the artificial inflation from the prices of Kraft Heinz common stock and call options and the artificial deflation from the prices of Kraft Heinz put options on: November 2, 2018, February 22, 2019, and August 8-9, 2019.

68. In developing the Plan of Allocation, Plaintiffs' damages expert calculated the estimated amount of artificial inflation or deflation in the per-share closing prices of Kraft Heinz Securities that allegedly was proximately caused by Defendants' alleged materially false or misleading statements and omissions.

69. In calculating the estimated artificial inflation or deflation allegedly caused by Defendants' alleged misrepresentations and omissions, Plaintiffs' damages expert considered price changes in Kraft Heinz Securities in reaction to certain public announcements allegedly revealing the truth concerning Defendants' alleged misrepresentations and omissions, adjusting for price changes that were attributable to market or industry forces or that would likely have been attributed to non-fraud-related information released on the same day.

70. Recognized Loss Amounts (as calculated below) are based primarily on the difference in the amount of alleged artificial inflation or deflation in the price of Kraft Heinz Securities at the time of purchase and at the time of sale, or the difference between the actual purchase price and sale price. Accordingly, in order to have a Recognized Loss Amount pursuant to the Plan of Allocation, a Settlement Class Member must have held Kraft Heinz common stock or call options purchased or acquired during the Class Period over at least one of the days when corrective information was released to the market and partially removed the artificial inflation from the price of Kraft Heinz common stock or call options, and with respect to Kraft Heinz put

options, a Settlement Class Member must have sold (written) those options during the Class Period and such option(s) must have remained open through at least one of the days when corrective information was released to the market and partially removed the artificial deflation from the price of Kraft Heinz put options.

71. Based on the formulas stated below, a "Recognized Loss Amount" will be calculated for each purchase or acquisition of Kraft Heinz common stock and call option and each sale (writing) of Kraft Heinz put options during the Class Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formulas below, that number will be zero.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

Kraft Heinz Common Stock

72. For each share of Kraft Heinz common stock purchased or otherwise acquired during the period from November 6, 2015 through the close of trading on August 7, 2019, and:

- A. Sold before November 2, 2018, the Recognized Loss Amount will be \$0.00;
- B. Sold from November 2, 2018 through the close of trading on August 7, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A below *minus* the amount of artificial inflation per share on the date of sale as stated in Table A; or (ii) the purchase/acquisition price *minus* the sale price;
- C. Sold from August 8, 2019 through the close of trading on November 5, 2019, the Recognized Loss Amount will be *the least of*: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A below *minus* the amount of artificial inflation per share on the date of sale as stated in Table A; (ii) the purchase/acquisition price *minus* the average closing price from August 8, 2019 through the date of sale as stated in Table B below; or (iii) the purchase/acquisition price *minus* the sale price; or
- D. Held as of the close of trading on November 5, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A below; or (ii) the purchase/acquisition price *minus* \$27.55.³

Kraft Heinz Call and Put Options

73. Exchange-traded options are traded in units called "contracts" which entitle the holder to buy (in the case of a call option) or sell (in the case of a put option) 100 shares of the

³ Pursuant to Section 21D(e)(1) of the Exchange Act, Recognized Loss Amounts on transactions in Kraft Heinz common stock are reduced to an appropriate extent by taking into account the closing prices of Kraft Heinz common stock during the "90-day look-back period" after the Class Period, from August 8, 2019 through November 5, 2019. The mean (average) closing price for Kraft Heinz common stock during this 90-day look-back period was \$27.55.

underlying security, which in this case is Kraft Heinz common stock. Throughout this Plan of Allocation, all price quotations are *per share of the underlying security* (*i.e.*, 1/100 of a contract).

74. Each option contract specifies a strike price and an expiration date. Contracts with the same strike price and expiration date are referred to as a "series" and each series represents a different security that trades in the market and has its own market price (and thus its own artificial inflation or deflation). Under the Plan of Allocation, the dollar artificial inflation per share (*i.e.*, 1/100 of a contract) for each series of Kraft Heinz call options and the dollar artificial deflation per share (*i.e.*, 1/100 of a contract) for each series of Kraft Heinz put options has been calculated by Plaintiffs' damages expert. Table C below sets forth the dollar artificial inflation per share in Kraft Heinz call options during the Class Period. Table D below sets forth the dollar artificial deflation per share in Kraft Heinz put options that expired on or after November 2, 2018—the date of the first alleged corrective disclosure. Any Kraft Heinz options traded during the Class Period that are not found on Tables C and D have a Recognized Loss Amount of zero under the Plan of Allocation.

75. For each Kraft Heinz call option purchased or otherwise acquired during the Class Period (*i.e.*, from November 6, 2015 through the close of trading on August 7, 2019), and:

- A. Closed (through sale, exercise, or expiration) before November 2, 2018, the Recognized Loss Amount will be \$0.00.
- B. Closed (through sale, exercise, or expiration) during the period from November 2, 2018 through the close of trading on August 8, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table C below *minus* the amount of artificial inflation per share on the date of close as stated in Table C; or (ii) if closed through sale, the purchase/acquisition price *minus* the sale price, or if closed through exercise or expiration, the purchase/acquisition price *minus* the value per option on the date of exercise or expiration.⁴
- C. Open as of the close of trading on August 8, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table C below; or (ii) the purchase/acquisition price *minus* the closing price of that option on August 9, 2019 (*i.e.*, the "Holding Price") as stated in Table C.

76. For each Kraft Heinz put option sold (written) during the Class Period (*i.e.*, from November 6, 2015 through the close of trading on August 7, 2019), and:

⁴ The "value" of the call option on the date of exercise or expiration shall be the closing price of Kraft Heinz common stock on the date of exercise or expiration minus the strike price of the option. If this number is less than zero, the value of the call option is zero.

- A. Closed (through purchase, exercise, or expiration) before November 2, 2018, the Recognized Loss Amount will be \$0.00.
- B. Closed (through purchase, exercise, or expiration) during the period from November 2, 2018 through and including the close of trading on August 8, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial deflation per share on the date of sale (writing) as stated in Table D below *minus* the amount of artificial deflation per share on the date of close as stated in Table D; or (ii) if closed through purchase, the purchase price *minus* the sale price, or if closed through exercise or expiration, the value per option on the date of exercise or expiration⁵ *minus* the sale price.
- C. Open as of the close of trading on August 8, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial deflation per share on the date of sale (writing) as stated in Table D below; or (ii) the closing price on August 9, 2019 (*i.e.*, the "Holding Price") as stated in Table D below *minus* the sale price.

77. **Maximum Recovery for Options:** The Settlement proceeds available for Kraft Heinz call options purchased/acquired during the Class Period and Kraft Heinz put options sold (written) during the Class Period shall be limited to a total amount equal to 4% of the Net Settlement Fund. Thus, if the cumulative Recognized Loss Amounts for Kraft Heinz call options and Kraft Heinz put options exceeds 4% of all Recognized Claims, then the Recognized Loss Amounts calculated for option transactions will be reduced proportionately until they collectively equal 4% of all Recognized Claims. In the unlikely event that the Net Settlement Fund is sufficient to pay 100% of the Kraft Heinz common stock-based claims, any excess amount will be used to pay the balance on the remaining option-based claims.

ADDITIONAL PROVISIONS

78. **Recognized Claim:** A Claimant's "Recognized Claim" will be the sum of his, her, or its Recognized Loss Amounts.

79. **FIFO Matching:** If a Settlement Class Member made more than one purchase/acquisition or sale of Kraft Heinz Securities during the Class Period, all purchases/acquisitions and sales of the like security will be matched on a First In, First Out ("FIFO") basis. With respect to Kraft Heinz common stock and call options, sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period. For Kraft Heinz put options, purchases/acquisitions will be matched first to close out positions open at the beginning of the Class Period, and then against Kraft Heinz put options sold (written) during the Class Period in chronological order.

80. **"Purchase/Sale" Prices:** For the purposes of calculations under this Plan of Allocation, "purchase/acquisition price" means the actual price paid, excluding all fees, taxes, and

⁵ The "value" of the put option on the date of exercise or expiration shall be the strike price of the option minus the closing price of Kraft Heinz common stock on the date of exercise or expiration. If this number is less than zero, the value of the put option is zero.

commissions, and "sale price" means the actual amount received, not deducting any fees, taxes, and commissions.

81. **"Purchase/Sale" Dates:** Purchases or acquisitions and sales of Kraft Heinz Securities will be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance, or operation of law of Kraft Heinz Securities during the Class Period shall not be deemed a purchase, acquisition, or sale of such Kraft Heinz Securities for the calculation of a Claimant's Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition/sale of Kraft Heinz Securities unless (i) the donor or decedent purchased or otherwise acquired or sold such Kraft Heinz Securities during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such Kraft Heinz Securities.

82. **Short Sales:** With respect to Kraft Heinz common stock, the date of covering a "short sale" is deemed to be the date of purchase or acquisition of the Kraft Heinz common stock. The date of a "short sale" is deemed to be the date of sale of the Kraft Heinz common stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on "short sales" and the purchases covering "short sales" is zero.

83. In the event that a Claimant has an opening short position in Kraft Heinz common stock, the earliest purchases or acquisitions of Kraft Heinz common stock during the Class Period will be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

84. If a Settlement Class Member has "written" Kraft Heinz call options, thereby having a short position in the call options, the date of covering such a written position is deemed to be the date of purchase or acquisition of the call option. The date on which the call option was written is deemed to be the date of sale of the call option. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on "written" Kraft Heinz call options is zero. In the event that a Claimant has an opening written position in Kraft Heinz call options, the earliest purchases or acquisitions of like call options during the Class Period will be matched against such opening written position, and not be entitled to a recovery, until that written position is fully covered.

85. If a Settlement Class Member has purchased or acquired Kraft Heinz put options, thereby having a long position in the put options, the date of purchase/acquisition is deemed to be the date of purchase/acquisition of the put option. The date on which the put option was sold, exercised, or expired is deemed to be the date of sale of the put option. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on purchased/acquired Kraft Heinz put options is zero. In the event that a Claimant has an opening long position in Kraft Heinz put options, the earliest sales or dispositions of like put options during the Class Period will be matched against such opening position, and not be entitled to a recovery, until that long position is fully covered.

86. **Common Stock Purchased/Sold Through the Exercise of Options:** With respect to Kraft Heinz common stock purchased or sold through the exercise of an option, the

purchase/sale date of the security is the exercise date of the option and the purchase/sale price is the exercise price of the option.

87. **Determination of Distribution Amount:** If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share will be the Authorized Claimant's Recognized Claim divided by the total of Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

88. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund will be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

89. If an Authorized Claimant's Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant.

90. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Fund after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator, no less than seven (7) months after the initial distribution, will conduct another distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such distribution. Additional distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional distributions after the deduction of any additional fees and expenses incurred in administering the Settlement would be cost-effective. At such time as it is determined that further distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed to non-sectarian, not-for-profit, 501(c)(3) organization(s), to be recommended by Lead Counsel and approved by the Court.

91. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all Authorized Claimants. No person shall have any claim against Plaintiffs, Plaintiffs' Counsel, Plaintiffs' damages or consulting experts, Defendants, Defendants' Counsel, or any of the other Plaintiffs' Releasees or Defendants' Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. Plaintiffs, Defendants, and their respective counsel, and all other Defendants' Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the plan of allocation; the determination, administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith. 92. The Plan of Allocation stated herein is the plan that is being proposed to the Court for its approval by Plaintiffs after consultation with their damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the case website, <u>www.KraftHeinzSecuritiesLitigation.com</u>.

TABLE A

Estimated Artificial Inflation in Kraft Heinz Common Stock from November 6, 2015 through and including August 8, 2019

Date Range	Artificial Inflation Per Share
November 6, 2015 – November 1, 2018	\$12.59
November 2, 2018 – February 21, 2019	\$10.93
February 22, 2019 – August 7, 2019	\$4.04
August 8, 2019 (sale inflation only)	\$1.33
After August 8, 2019	\$0.00

TABLE B

Date	Closing Price	Average Closing Price Between August 8, 2019, and Date Shown	Date	Closing Price	Average Closing Price Between August 8, 2019, and Date Shown
8/8/2019	\$28.22	\$28.22	9/24/2019	\$27.93	\$26.86
8/9/2019	\$26.50	\$27.36	9/25/2019	\$28.14	\$26.89
8/12/2019	\$26.29	\$27.00	9/26/2019	\$28.01	\$26.93
8/13/2019	\$25.96	\$26.74	9/27/2019	\$27.84	\$26.95
8/14/2019	\$25.52	\$26.50	9/30/2019	\$27.94	\$26.98
8/15/2019	\$25.06	\$26.26	10/1/2019	\$27.34	\$26.99
8/16/2019	\$25.41	\$26.14	10/2/2019	\$26.55	\$26.98
8/19/2019	\$25.71	\$26.08	10/3/2019	\$26.54	\$26.96
8/20/2019	\$25.14	\$25.98	10/4/2019	\$26.98	\$26.96
8/21/2019	\$25.27	\$25.91	10/7/2019	\$26.94	\$26.96
8/22/2019	\$25.62	\$25.88	10/8/2019	\$26.71	\$26.96
8/23/2019	\$25.33	\$25.84	10/9/2019	\$26.73	\$26.95
8/26/2019	\$25.58	\$25.82	10/10/2019	\$26.94	\$26.95
8/27/2019	\$25.00	\$25.76	10/11/2019	\$27.08	\$26.96
8/28/2019	\$25.17	\$25.72	10/14/2019	\$27.32	\$26.96
8/29/2019	\$25.33	\$25.69	10/15/2019	\$27.49	\$26.97
8/30/2019	\$25.52	\$25.68	10/16/2019	\$27.44	\$26.98
9/3/2019	\$26.06	\$25.71	10/17/2019	\$27.77	\$27.00
9/4/2019	\$26.26	\$25.73	10/18/2019	\$27.61	\$27.01
9/5/2019	\$26.59	\$25.78	10/21/2019	\$27.81	\$27.03
9/6/2019	\$27.28	\$25.85	10/22/2019	\$28.50	\$27.05
9/9/2019	\$28.08	\$25.95	10/23/2019	\$28.61	\$27.08
9/10/2019	\$28.96	\$26.08	10/24/2019	\$28.45	\$27.11
9/11/2019	\$29.28	\$26.21	10/25/2019	\$28.38	\$27.13
9/12/2019	\$29.03	\$26.33	10/28/2019	\$28.37	\$27.15
9/13/2019	\$29.25	\$26.44	10/29/2019	\$28.14	\$27.17
9/16/2019	\$29.62	\$26.56	10/30/2019	\$28.50	\$27.19
9/17/2019	\$28.36	\$26.62	10/31/2019	\$32.33	\$27.28
9/18/2019	\$28.41	\$26.68	11/1/2019	\$32.61	\$27.37
9/19/2019	\$28.15	\$26.73	11/4/2019	\$33.33	\$27.46
9/20/2019	\$28.14	\$26.78	11/5/2019	\$32.91	\$27.55
9/23/2019	\$28.20	\$26.82			

90-Day Look-Back Table for Kraft Heinz Common Stock (Closing Price and Average Closing Price: August 8, 2019 – November 5, 2019)

TABLE C

Estimated Artificial Inflation in Kraft Heinz Call Options (per share) from November 6, 2015 through and including August 8, 2019, and Holding Prices

Expiration	Call Option Artificial Inflation Per Share During Trading Periods						
Date	Strike Price	11/6/2015 through 11/1/2018	11/2/2018 through 2/21/2019	2/22/2019 through 8/7/2019	8/8/2019 (at close only)	Holding Price	
11/16/2018	\$45.00	\$1.69					
11/16/2018	\$47.50	\$1.56					
11/16/2018	\$50.00	\$1.55					
11/16/2018	\$52.50	\$1.33					
11/16/2018	\$55.00	\$0.88					
11/16/2018	\$57.50	\$0.44					
11/16/2018	\$60.00	\$0.18					
11/16/2018	\$62.50	\$0.05					
11/16/2018	\$65.00	\$0.01					
12/21/2018	\$45.00	\$1.64					
12/21/2018	\$47.50	\$1.58					
12/21/2018	\$50.00	\$1.44					
12/21/2018	\$52.50	\$1.21					
12/21/2018	\$55.00	\$0.86					
12/21/2018	\$57.50	\$0.53					
12/21/2018	\$60.00	\$0.28					
12/21/2018	\$62.50	\$0.14					
12/21/2018	\$65.00	\$0.06					
1/18/2019	\$35.00	\$1.62					
1/18/2019	\$40.00	\$1.02					
1/18/2019	\$45.00	\$1.75					
1/18/2019	\$47.50	\$1.73					
1/18/2019	\$50.00	\$1.35					
		\$1.36					
1/18/2019	\$52.50						
1/18/2019	\$55.00	\$0.86					
1/18/2019	\$57.50	\$0.56					
1/18/2019	\$60.00	\$0.34					
1/18/2019	\$62.50	\$0.18					
1/18/2019	\$65.00	\$0.10					
1/18/2019	\$67.50	\$0.04					
1/18/2019	\$70.00	\$0.02					
1/18/2019	\$75.00	\$0.01					
3/15/2019	\$35.00		\$6.39				
3/15/2019	\$40.00		\$4.28				
3/15/2019	\$42.50		\$3.01				
3/15/2019	\$45.00		\$1.89				
3/15/2019	\$47.50		\$0.94				
3/15/2019	\$50.00		\$0.35				
3/15/2019	\$52.50		\$0.10				
3/15/2019	\$55.00		\$0.03				
3/15/2019	\$60.00		\$0.01				
4/18/2019	\$30.00	1	\$6.75				

Expiration	Call Option Artificial Inflation Per Share During Trading Periods					
Date		11/6/2015	11/2/2018	2/22/2019	8/8/2019	Holding Price
Dute	Strike	through	through	through	(at close	11100
	Price	11/1/2018	2/21/2019	8/7/2019	only)	
4/18/2019	\$32.50	11/1/2010	\$6.17	0///2019	omyj	
4/18/2019	\$35.00		\$5.95			
4/18/2019	\$37.50		\$4.83			
4/18/2019	\$40.00		\$4.10			
4/18/2019	\$42.50	\$4.46	\$2.93			
4/18/2019	\$45.00	\$3.44	\$1.94			
4/18/2019	\$47.50	\$2.50	\$1.07			
4/18/2019	\$50.00	\$1.79	\$0.52			
4/18/2019	\$52.50	\$1.29	\$0.21			
4/18/2019	\$55.00	\$0.94	\$0.07			
4/18/2019	\$57.50	\$0.69	\$0.01			
4/18/2019	\$60.00	\$0.50	\$0.00			
4/18/2019	\$62.50	\$0.33	\$0.00			
4/18/2019	\$65.00	\$0.21	\$0.00			
4/18/2019	\$67.50	\$0.13	\$0.00			
4/18/2019	\$70.00	\$0.09	\$0.00			
4/18/2019	\$75.00	\$0.02	\$0.00			
5/17/2019	\$47.50		\$1.21			
5/17/2019	\$50.00		\$0.65			
5/17/2019	\$52.50		\$0.29			
5/17/2019	\$55.00		\$0.14			
7/19/2019	\$35.00		\$5.51			
7/19/2019	\$37.50		\$4.48			
7/19/2019	\$40.00		\$3.89			
7/19/2019	\$42.50		\$2.90			
7/19/2019	\$45.00		\$2.06			
7/19/2019	\$47.50		\$1.35			
7/19/2019	\$50.00		\$0.78			
7/19/2019	\$52.50		\$0.42			
7/19/2019	\$55.00		\$0.21			
7/19/2019	\$57.50		\$0.09			
7/19/2019	\$60.00		\$0.05			
8/9/2019	\$24.00			\$3.65	\$1.34	\$2.48
8/9/2019	\$26.00			\$3.77	\$1.38	\$0.43
8/9/2019	\$29.00			\$2.12	\$0.02	\$0.03
8/9/2019	\$29.50			\$1.84	\$0.00	\$0.03
8/9/2019	\$30.00			\$1.61	\$0.00	\$0.03
8/9/2019	\$30.50			\$1.36	\$0.00	\$0.03
8/9/2019	\$31.00			\$1.15	\$0.00	\$0.03
8/9/2019	\$31.50			\$0.94	\$0.00	\$0.03
8/9/2019	\$32.00			\$0.75	\$0.00	\$0.03
8/9/2019	\$32.50			\$0.61	\$0.00	\$0.03
8/9/2019	\$33.00			\$0.50	\$0.00	\$0.03
8/9/2019	\$33.50			\$0.46	\$0.00	\$0.03
8/9/2019	\$34.00			\$0.27	\$0.00	\$0.03
8/9/2019	\$34.50			\$0.21	\$0.00	\$0.03
8/9/2019	\$35.00			\$0.17	\$0.00	\$0.03

Expiration	Call Op	Holding				
Date		11/6/2015	11/2/2018	2/22/2019	8/8/2019	Price
Bute	Strike	through	through	through	(at close	11100
	Price	11/1/2018	2/21/2019	8/7/2019	only)	
8/9/2019	\$35.50	11/1/2010		\$0.08	\$0.00	\$0.03
8/9/2019	\$36.00			\$0.04	\$0.00	\$0.03
8/9/2019	\$36.50			\$0.23	\$0.00	\$0.03
8/9/2019	\$37.00			\$0.04	\$0.00	\$0.03
8/9/2019	\$37.50			\$0.06	\$0.00	\$0.03
8/9/2019	\$38.00			\$0.02	\$0.00	\$0.03
8/16/2019	\$17.50			\$3.58	\$1.36	\$9.00
8/16/2019	\$20.00			\$3.58	\$1.36	\$6.50
8/16/2019	\$22.50			\$3.54	\$1.32	\$4.05
8/16/2019	\$25.00			\$3.59	\$1.24	\$1.65
8/16/2019	\$26.00			\$3.57	\$1.18	\$0.78
8/16/2019	\$27.00			\$3.22	\$0.81	\$0.33
8/16/2019	\$27.50			\$2.99	\$0.64	\$0.18
8/16/2019	\$28.00			\$2.80	\$0.47	\$0.08
8/16/2019	\$29.00			\$2.22	\$0.17	\$0.03
8/16/2019	\$29.50			\$1.94	\$0.08	\$0.03
8/16/2019	\$30.00			\$1.67	\$0.04	\$0.03
8/16/2019	\$30.50			\$1.42	\$0.00	\$0.03
8/16/2019	\$31.00			\$1.26	\$0.00	\$0.03
8/16/2019	\$31.50			\$1.01	\$0.00	\$0.03
8/16/2019	\$32.00			\$0.90	\$0.00	\$0.03
8/16/2019	\$32.50			\$0.69	\$0.00	\$0.03
8/16/2019	\$33.00			\$0.61	\$0.00	\$0.03
8/16/2019	\$33.50			\$0.46	\$0.00	\$0.03
8/16/2019	\$34.00			\$0.42	\$0.00	\$0.03
8/16/2019	\$34.50			\$0.27	\$0.00	\$0.03
8/16/2019	\$35.00			\$0.19	\$0.00	\$0.03
8/16/2019	\$35.50			\$0.15	\$0.00	\$0.03
8/16/2019	\$36.00			\$0.13	\$0.00	\$0.03
8/16/2019	\$36.50			\$0.08	\$0.00	\$0.03
8/16/2019	\$37.00			\$0.04	\$0.00	\$0.03
8/16/2019	\$37.50			\$0.04	\$0.00	\$0.03
8/16/2019	\$38.00			\$0.04	\$0.00	\$0.03
8/16/2019	\$40.00			\$0.06	\$0.00	\$0.03
8/16/2019	\$42.50			\$0.06	\$0.00	\$0.03
8/23/2019	\$27.50			\$3.03	\$0.66	\$0.23
8/23/2019	\$28.50			\$2.51	\$0.35	\$0.08
8/23/2019	\$29.00			\$2.22	\$0.19	\$0.05
8/23/2019	\$29.50			\$1.94	\$0.12	\$0.05
8/23/2019	\$30.00			\$1.69	\$0.08	\$0.05
8/23/2019	\$30.50			\$1.46	\$0.04	\$0.03
8/23/2019	\$31.00			\$1.26	\$0.04	\$0.03
8/23/2019	\$31.50			\$1.05	\$0.02	\$0.03
8/23/2019	\$32.00			\$0.86	\$0.00	\$0.03
8/23/2019	\$32.50			\$0.77	\$0.02	\$0.03
8/23/2019	\$33.00			\$0.59	\$0.00	\$0.03
8/23/2019	\$33.50			\$0.44	\$0.00	\$0.03

Expiration	Call Op	Holding				
Date		11/6/2015	11/2/2018	2/22/2019	8/8/2019	Price
Duit	Strike	through	through	through	(at close	11100
	Price	11/1/2018	2/21/2019	8/7/2019	only)	
8/23/2019	\$34.00	11/1/2010		\$0.36	\$0.00	\$0.03
8/23/2019	\$34.50			\$0.36	\$0.00	\$0.03
8/23/2019	\$35.00			\$0.21	\$0.00	\$0.03
8/23/2019	\$35.50			\$0.21	\$0.00	\$0.03
8/23/2019	\$36.00			\$0.15	\$0.00	\$0.03
8/23/2019	\$36.50			\$0.10	\$0.00	\$0.03
8/23/2019	\$37.00			\$0.08	\$0.00	\$0.03
8/23/2019	\$37.50			\$0.06	\$0.00	\$0.03
8/30/2019	\$27.00			\$3.14	\$0.79	\$0.48
8/30/2019	\$28.50			\$2.51	\$0.37	\$0.13
8/30/2019	\$29.00			\$2.24	\$0.23	\$0.10
8/30/2019	\$29.50			\$1.96	\$0.12	\$0.10
8/30/2019	\$30.00			\$1.74	\$0.08	\$0.05
8/30/2019	\$30.50			\$1.49	\$0.04	\$0.05
8/30/2019	\$31.00			\$1.28	\$0.04	\$0.05
8/30/2019	\$31.50			\$1.09	\$0.04	\$0.03
8/30/2019	\$32.00			\$0.92	\$0.02	\$0.03
8/30/2019	\$32.50			\$0.80	\$0.00	\$0.03
8/30/2019	\$33.00			\$0.63	\$0.02	\$0.03
8/30/2019	\$33.50			\$0.50	\$0.00	\$0.03
8/30/2019	\$34.00			\$0.44	\$0.00	\$0.03
8/30/2019	\$34.50			\$0.31	\$0.00	\$0.03
8/30/2019	\$35.00			\$0.29	\$0.00	\$0.03
8/30/2019	\$35.50			\$0.19	\$0.00	\$0.03
8/30/2019	\$36.00			\$0.19	\$0.00	\$0.03
8/30/2019	\$36.50			\$0.13	\$0.00	\$0.03
8/30/2019	\$37.50			\$0.08	\$0.00	\$0.03
9/6/2019	\$26.00			\$3.40	\$1.03	\$1.05
9/6/2019	\$30.50			\$1.52	\$0.10	\$0.05
9/6/2019	\$31.00			\$1.32	\$0.04	\$0.05
9/6/2019	\$31.50			\$1.11	\$0.02	\$0.05
9/6/2019	\$32.00			\$0.94	\$0.02	\$0.05
9/6/2019	\$32.50			\$0.82	\$0.02	\$0.03
9/6/2019	\$33.00			\$0.65	\$0.02	\$0.03
9/6/2019	\$33.50			\$0.52	\$0.02	\$0.03
9/6/2019	\$34.00			\$0.46	\$0.02	\$0.03
9/6/2019	\$34.50			\$0.34	\$0.00	\$0.03
9/6/2019	\$35.00			\$0.27	\$0.00	\$0.03
9/6/2019	\$35.50			\$0.21	\$0.00	\$0.03
9/6/2019	\$36.00			\$0.19	\$0.00	\$0.03
9/6/2019	\$36.50			\$0.15	\$0.00	\$0.03
9/6/2019	\$38.00			\$0.08	\$0.00	\$0.03
9/13/2019	\$29.50			\$1.99	\$0.19	\$0.15
9/13/2019	\$30.00			\$1.75	\$0.14	\$0.13
9/13/2019	\$30.50			\$1.55	\$0.10	\$0.08
9/13/2019	\$31.00			\$1.34	\$0.08	\$0.08
9/13/2019	\$31.50			\$1.15	\$0.06	\$0.05

Expiration	Call Op	Haldina				
Date		11/6/2015	11/2/2018	2/22/2019	8/8/2019	Holding Price
Date	Strike	through	through	through	(at close	11100
	Price	11/1/2018	2/21/2019	8/7/2019	(at close only)	
9/13/2019	\$32.00	11/1/2010		\$0.98	\$0.02	\$0.05
9/13/2019	\$32.50			\$0.96	\$0.02	\$0.05
9/13/2019	\$33.00			\$0.69	\$0.00	\$0.05
9/13/2019	\$33.50			\$0.59	\$0.00	\$0.03
9/13/2019	\$34.00			\$0.50	\$0.02	\$0.03
9/13/2019	\$34.50			\$0.40	\$0.00	\$0.03
9/13/2019	\$35.00			\$0.34	\$0.00	\$0.03
9/13/2019	\$35.50			\$0.29	\$0.00	\$0.03
9/13/2019	\$36.00			\$0.23	\$0.00	\$0.03
9/20/2019	\$22.50			\$3.63	\$1.32	\$4.05
9/20/2019	\$25.00			\$3.47	\$1.16	\$1.85
9/20/2019	\$27.50			\$2.84	\$0.62	\$0.55
9/20/2019	\$30.00			\$1.76	\$0.21	\$0.13
9/20/2019	\$32.50			\$0.86	\$0.04	\$0.05
9/20/2019	\$35.00			\$0.36	\$0.00	\$0.03
9/20/2019	\$37.50			\$0.13	\$0.00	\$0.03
9/20/2019	\$40.00			\$0.02	\$0.00	\$0.03
9/20/2019	\$42.50			\$0.02	\$0.00	\$0.03
10/18/2019	\$20.00			\$3.58	\$1.32	\$6.55
10/18/2019	\$22.50			\$3.54	\$1.32	\$4.15
10/18/2019	\$25.00			\$3.32	\$1.01	\$2.15
10/18/2019	\$27.50			\$2.71	\$0.64	\$0.85
10/18/2019	\$30.00			\$1.80	\$0.25	\$0.30
10/18/2019	\$32.50			\$0.96	\$0.10	\$0.10
10/18/2019	\$35.00		\$5.58	\$0.42	\$0.00	\$0.08
10/18/2019	\$37.50		\$4.74	\$0.21	\$0.02	\$0.03
10/18/2019	\$40.00		\$3.79	\$0.08	\$0.00	\$0.03
10/18/2019	\$42.50		\$2.93	\$0.04	\$0.00	\$0.03
10/18/2019	\$45.00		\$2.18	\$0.02	\$0.00	\$0.03
10/18/2019	\$47.50		\$1.58	\$0.02	\$0.00	\$0.03
10/18/2019	\$50.00		\$1.03	\$0.00	\$0.00	\$0.03
10/18/2019	\$52.50		\$0.69	\$0.00	\$0.00	\$0.03
10/18/2019	\$55.00		\$0.48	\$0.00	\$0.00	\$0.03
10/18/2019	\$60.00		\$0.14	\$0.00	\$0.00	\$0.03
12/20/2019	\$17.50			\$3.54	\$1.32	\$9.05
12/20/2019	\$20.00			\$3.54	\$1.28	\$6.60
12/20/2019	\$22.50			\$3.47	\$1.16	\$4.35
12/20/2019	\$25.00			\$3.07	\$0.89	\$2.65
12/20/2019	\$27.50			\$2.53	\$0.60	\$1.43
12/20/2019	\$30.00			\$1.80	\$0.35	\$0.70
12/20/2019	\$32.50			\$1.12	\$0.16	\$0.35
12/20/2019	\$35.00			\$0.65	\$0.08	\$0.18
12/20/2019	\$37.50			\$0.31	\$0.00	\$0.13
12/20/2019	\$40.00			\$0.15	\$0.02	\$0.08
12/20/2019	\$42.50			\$0.04	\$0.00	\$0.05
12/20/2019	\$45.00			\$0.04	\$0.00	\$0.05
12/20/2019	\$47.50	1		\$0.02	\$0.00	\$0.05

Expiration	Call Option Artificial Inflation Per Share During Trading Periods						
Date		11/6/2015	11/2/2018	2/22/2019	8/8/2019	Holding Price	
Dute	Strike	through	through	through	(at close	11100	
	Price	11/1/2018	2/21/2019	8/7/2019	only)		
1/17/2020	\$17.50	11/1/2010		\$3.54	\$1.32	\$9.05	
1/17/2020	\$20.00			\$3.54	\$1.28	\$6.65	
1/17/2020	\$22.50			\$3.43	\$1.12	\$4.50	
1/17/2020	\$25.00		\$9.89	\$3.01	\$0.79	\$2.83	
1/17/2020	\$27.50		\$8.80	\$2.47	\$0.58	\$1.60	
1/17/2020	\$30.00	\$9.81	\$8.06	\$1.76	\$0.31	\$0.90	
1/17/2020	\$32.50	\$8.60	\$6.88	\$1.12	\$0.16	\$0.48	
1/17/2020	\$35.00	\$7.73	\$5.64	\$0.67	\$0.04	\$0.28	
1/17/2020	\$37.50	\$6.44	\$4.68	\$0.38	\$0.04	\$0.15	
1/17/2020	\$40.00	\$5.19	\$3.68	\$0.19	\$0.02	\$0.10	
1/17/2020	\$42.50	\$4.55	\$3.04	\$0.08	\$0.02	\$0.08	
1/17/2020	\$45.00	\$3.63	\$2.25	\$0.04	\$0.00	\$0.05	
1/17/2020	\$47.50	\$3.01	\$1.73	\$0.04	\$0.00	\$0.03	
1/17/2020	\$50.00	\$2.37	\$1.22	\$0.02	\$0.00	\$0.03	
1/17/2020	\$52.50	\$1.86	\$0.86	\$0.00	\$0.00	\$0.03	
1/17/2020	\$55.00	\$1.44	\$0.59	\$0.02	\$0.00	\$0.03	
1/17/2020	\$57.50	\$1.14	\$0.38	\$0.02	\$0.00	\$0.03	
1/17/2020	\$60.00	\$0.85	\$0.25	\$0.00	\$0.00	\$0.03	
1/17/2020	\$62.50	\$0.62	\$0.14	\$0.00	\$0.00	\$0.03	
1/17/2020	\$65.00	\$0.51	\$0.10	\$0.00	\$0.00	\$0.03	
1/17/2020	\$67.50	\$0.39	\$0.07	\$0.00	\$0.00	\$0.03	
1/17/2020	\$70.00	\$0.27	\$0.04	\$0.00	\$0.00	\$0.03	
1/17/2020	\$72.50	\$0.21	\$0.01	\$0.00	\$0.00	\$0.03	
1/17/2020	\$75.00	\$0.17	\$0.03	\$0.00	\$0.00	\$0.03	
1/17/2020	\$77.50	\$0.15	\$0.01	\$0.00	\$0.00	\$0.03	
1/17/2020	\$80.00	\$0.07	\$0.00	\$0.00	\$0.00	\$0.03	
1/17/2020	\$82.50	\$0.06	\$0.00	\$0.00	\$0.00	\$0.03	
1/17/2020	\$85.00	\$0.05	\$0.00	\$0.00	\$0.00	\$0.03	
1/17/2020	\$87.50	\$0.05	\$0.00	\$0.00	\$0.00	\$0.03	
1/17/2020	\$90.00	\$0.05	\$0.00	\$0.00	\$0.00	\$0.03	
1/17/2020	\$95.00	\$0.03	\$0.00	\$0.00	\$0.00	\$0.03	
1/17/2020	\$100.00	\$0.02	\$0.00	\$0.00	\$0.00	\$0.03	
1/17/2020	\$110.00	\$0.01	\$0.00	\$0.00	\$0.00	\$0.03	
6/19/2020	\$17.50			\$3.54	\$1.28	\$9.10	
6/19/2020	\$20.00			\$3.58	\$1.32	\$6.75	
6/19/2020	\$22.50			\$3.15	\$0.97	\$5.00	
6/19/2020	\$25.00			\$2.86	\$0.89	\$3.45	
6/19/2020	\$27.50			\$2.38	\$0.66	\$2.35	
6/19/2020	\$30.00			\$1.69	\$0.47	\$1.55	
6/19/2020	\$32.50			\$1.48	\$0.37	\$0.93	
6/19/2020	\$35.00			\$0.84	\$0.21	\$0.60	
6/19/2020	\$37.50			\$0.79	\$0.14	\$0.40	
6/19/2020	\$40.00			\$0.46	\$0.08	\$0.28	
6/19/2020	\$42.50			\$0.40	\$0.04	\$0.18	
6/19/2020	\$45.00			\$0.25	\$0.02	\$0.15	
6/19/2020	\$47.50			\$0.06	\$0.00	\$0.15	
1/15/2021	\$15.00			\$3.47	\$1.12	\$11.70	

Expiration	Call Op	Holding				
Date	Strike Price	11/6/2015 through 11/1/2018	11/2/2018 through 2/21/2019	2/22/2019 through 8/7/2019	8/8/2019 (at close only)	Price
1/15/2021	\$17.50	11/1/2010		\$3.54	\$1.40	\$9.15
1/15/2021	\$20.00			\$3.23	\$1.09	\$7.35
1/15/2021	\$22.50			\$3.05	\$0.74	\$5.65
1/15/2021	\$25.00		\$8.70	\$2.55	\$0.66	\$4.30
1/15/2021	\$27.50		\$8.05	\$2.29	\$0.70	\$3.15
1/15/2021	\$30.00	\$8.47	\$6.88	\$1.62	\$0.43	\$2.28
1/15/2021	\$32.50			\$1.38	\$0.37	\$1.68
1/15/2021	\$35.00	\$6.81	\$5.25	\$1.11	\$0.31	\$1.20
1/15/2021	\$37.50	\$6.09	\$4.56	\$0.89	\$0.14	\$0.90
1/15/2021	\$40.00	\$5.02	\$3.57	\$0.63	\$0.23	\$0.60
1/15/2021	\$42.50	\$4.31	\$2.96	\$0.54	\$0.12	\$0.53
1/15/2021	\$45.00	\$3.63	\$2.42	\$0.41	\$0.10	\$0.38
1/15/2021	\$47.50	\$3.00	\$1.85	\$0.18	\$0.14	\$0.40
1/15/2021	\$50.00	\$2.53	\$1.47	\$0.15	\$0.00	\$0.33
1/15/2021	\$52.50	\$2.08	\$1.12	\$0.10	\$0.08	\$0.23
1/15/2021	\$55.00	\$1.60	\$0.89	\$0.13	\$0.00	\$0.23
1/15/2021	\$57.50	\$1.38	\$0.69	\$0.08	\$0.00	\$0.23
1/15/2021	\$60.00	\$1.00	\$0.44	\$0.02	\$0.00	\$0.18
1/15/2021	\$62.50	\$0.86	\$0.35	\$0.02	\$0.00	\$0.20
1/15/2021	\$65.00	\$0.70	\$0.26	\$0.04	\$0.02	\$0.15
1/15/2021	\$67.50	\$0.61	\$0.16	\$0.02	\$0.00	\$0.15
1/15/2021	\$70.00	\$0.34	\$0.07	\$0.00	\$0.00	\$0.18
1/15/2021	\$75.00	\$0.15	\$0.03	\$0.02	\$0.02	\$0.05
1/15/2021	\$80.00	\$0.08	\$0.00	\$0.00	\$0.00	\$0.13
1/15/2021	\$85.00	\$0.02	\$0.02	\$0.02	\$0.00	\$0.13

TABLE D

Estimated Artificial Deflation in Kraft Heinz Put Options (per share) from November 6, 2015 through and including August 8, 2019, and Holding Prices

Expiration	Put Option Artificial Deflation Per Share During Trading Periods						
Date	Strike	11/6/2015	11/2/2018	2/22/2019	8/8/2019	Holding Price	
	Price	through	through	through	(at close		
		11/1/2018	2/21/2019	8/7/2019	only)		
11/16/2018	\$47.50	\$0.03					
11/16/2018	\$50.00	\$0.12					
11/16/2018	\$52.50	\$0.42					
11/16/2018	\$55.00	\$0.89					
11/16/2018	\$57.50	\$1.28					
11/16/2018	\$60.00	\$1.62					
11/16/2018	\$62.50	\$1.64					
11/16/2018	\$65.00	\$1.95					
11/16/2018	\$70.00	\$1.68					
12/21/2018	\$45.00	\$0.05					
12/21/2018	\$47.50	\$0.11					
12/21/2018	\$50.00	\$0.26					
12/21/2018	\$52.50	\$0.49					
12/21/2018	\$55.00	\$0.83					
12/21/2018	\$57.50	\$1.16					
12/21/2018	\$60.00	\$1.42					
12/21/2018	\$62.50	\$1.62					
1/18/2019	\$40.00	\$0.01					
1/18/2019	\$42.50	\$0.03					
1/18/2019	\$45.00	\$0.07					
1/18/2019	\$47.50	\$0.14					
1/18/2019	\$50.00	\$0.31					
1/18/2019	\$52.50	\$0.51					
1/18/2019	\$55.00	\$0.82					
1/18/2019	\$57.50	\$1.08					
1/18/2019	\$60.00	\$1.32					
1/18/2019	\$62.50	\$1.50					
1/18/2019	\$65.00	\$1.59					
1/18/2019	\$67.50	\$1.71					
1/18/2019	\$70.00	\$1.73					
1/18/2019	\$72.50	\$1.70					
1/18/2019	\$75.00	\$1.73					
1/18/2019	\$77.50	\$1.68					
1/18/2019	\$80.00	\$1.78					
1/18/2019	\$82.50	\$1.79					
1/18/2019	\$85.00	\$1.75					
1/18/2019	\$87.50	\$1.77					
1/18/2019	\$90.00	\$1.74					
1/18/2019	\$92.50	\$1.64					
1/18/2019	\$95.00	\$1.76					
1/18/2019	\$97.50	\$1.75					
1/18/2019	\$100.00	\$1.73				1	

Expiration	Put Op	Holding				
Date	Strike	11/6/2015 through	11/2/2018 through	2/22/2019 through	8/8/2019 (at close	Price
	Price	11/1/2018	2/21/2019	8/7/2019	(at close only)	
1/18/2019	\$105.00	\$1.80		0.7.2019	() ()	
1/18/2019	\$120.00	\$1.55				
1/18/2019	\$135.00	\$1.86				
3/15/2019	\$35.00	*	\$0.87			
3/15/2019	\$37.50		\$1.77			
3/15/2019	\$40.00		\$2.89			
3/15/2019	\$42.50		\$4.05			
3/15/2019	\$45.00		\$5.14			
3/15/2019	\$47.50		\$5.98			
3/15/2019	\$50.00		\$6.46			
3/15/2019	\$52.50		\$6.69			
3/15/2019	\$60.00		\$6.85			
4/18/2019	\$30.00		\$0.20			
4/18/2019	\$32.50		\$0.48			
4/18/2019	\$35.00		\$1.05			
4/18/2019	\$37.50		\$1.88			
4/18/2019	\$40.00		\$2.92			
4/18/2019	\$42.50	\$4.09	\$3.98			
4/18/2019	\$45.00	\$5.18	\$5.00			
4/18/2019	\$47.50	\$6.10	\$5.80			
4/18/2019	\$50.00	\$6.77	\$6.33			
4/18/2019	\$52.50	\$7.27	\$6.64			
4/18/2019	\$55.00	\$7.56	\$6.72			
4/18/2019	\$57.50	\$7.95	\$6.90			
4/18/2019	\$60.00	\$8.17	\$6.93			
4/18/2019	\$62.50	\$8.28	\$6.90			
4/18/2019	\$65.00	\$8.48	\$6.95			
4/18/2019	\$67.50	\$8.67	\$7.14			
4/18/2019	\$70.00	\$8.68	\$7.06			
4/18/2019	\$75.00	\$8.82	\$7.01			
4/18/2019	\$80.00	\$8.86	\$7.14			
5/17/2019	\$35.00		\$1.29			
5/17/2019	\$37.50		\$2.11			
5/17/2019	\$40.00		\$3.02			
5/17/2019	\$42.50		\$3.95			
5/17/2019	\$45.00		\$4.81			
5/17/2019	\$47.50		\$5.56			
5/17/2019	\$50.00		\$6.02			
5/17/2019	\$52.50		\$6.25			
7/19/2019	\$35.00		\$1.47			
7/19/2019	\$37.50		\$2.19			
7/19/2019	\$40.00		\$3.01			
7/19/2019	\$42.50		\$3.89			
7/19/2019	\$45.00		\$4.69			
7/19/2019	\$47.50		\$5.39			
7/19/2019	\$50.00		\$5.86			
7/19/2019	\$52.50		\$6.20			

Expiration	Put Opt	Holding				
Date		11/6/2015	11/2/2018	2/22/2019	8/8/2019	Price
2	Strike	through	through	through	(at close	
	Price	11/1/2018	2/21/2019	8/7/2019	only)	
7/19/2019	\$55.00		\$6.43			
7/19/2019	\$57.50		\$6.59			
7/19/2019	\$60.00		\$6.62			
7/19/2019	\$65.00		\$6.72			
7/19/2019	\$70.00		\$6.36			
8/9/2019	\$24.50			\$0.02	\$0.02	\$0.05
8/9/2019	\$27.00			\$0.29	\$0.29	\$0.40
8/9/2019	\$27.50			\$0.68	\$0.68	\$0.95
8/9/2019	\$28.00			\$1.03	\$1.03	\$1.53
8/9/2019	\$28.50			\$1.18	\$1.18	\$1.95
8/9/2019	\$29.00			\$1.39	\$1.24	\$2.45
8/9/2019	\$29.50			\$1.76	\$1.38	\$3.05
8/9/2019	\$30.00			\$1.93	\$1.32	\$3.50
8/9/2019	\$30.50			\$2.14	\$1.28	\$3.95
8/9/2019	\$31.00			\$2.41	\$1.34	\$4.50
8/9/2019	\$31.50			\$2.68	\$1.40	\$5.10
8/9/2019	\$32.00			\$2.71	\$1.24	\$5.40
8/9/2019	\$32.50			\$2.75	\$1.12	\$5.75
8/9/2019	\$33.00			\$3.06	\$1.32	\$6.50
8/9/2019	\$33.50			\$2.92	\$1.01	\$6.60
8/9/2019	\$34.00			\$3.01	\$1.12	\$7.25
8/9/2019	\$34.50			\$3.13	\$1.16	\$7.80
8/9/2019	\$35.00			\$3.21	\$1.16	\$8.30
8/9/2019	\$36.00			\$3.42	\$1.32	\$9.45
8/16/2019	\$24.50			\$0.02	\$0.02	\$0.08
8/16/2019	\$25.00			\$0.02	\$0.02	\$0.08
8/16/2019	\$25.50			\$0.10	\$0.10	\$0.18
8/16/2019	\$26.00			\$0.17	\$0.17	\$0.33
8/16/2019	\$26.50			\$0.31	\$0.31	\$0.50
8/16/2019	\$27.00			\$0.48	\$0.48	\$0.80
8/16/2019	\$27.50			\$0.64	\$0.64	\$1.15
8/16/2019	\$28.00			\$0.85	\$0.85	\$1.58
8/16/2019	\$28.50			\$1.11	\$1.07	\$2.05
8/16/2019	\$29.00			\$1.28	\$1.18	\$2.53
8/16/2019	\$29.50			\$1.62	\$1.28	\$3.05
8/16/2019	\$30.00			\$1.87	\$1.28	\$3.50
8/16/2019	\$30.50			\$2.14	\$1.36	\$4.05
8/16/2019	\$31.00			\$2.28	\$1.36	\$4.55
8/16/2019	\$31.50			\$2.41	\$1.32	\$5.00
8/16/2019	\$32.00			\$2.62	\$1.32	\$5.50
8/16/2019	\$32.50			\$2.85	\$1.36	\$6.05
8/16/2019	\$33.00			\$2.91	\$1.32	\$6.50
8/16/2019	\$33.50			\$3.00	\$1.32	\$7.00
8/16/2019	\$34.00			\$3.08	\$1.36	\$7.50
8/16/2019	\$34.50			\$3.16	\$1.32	\$8.00
8/16/2019	\$35.00			\$3.25	\$1.32	\$8.50
8/16/2019	\$37.50			\$3.46	\$1.36	\$11.05

Expiration Date	Put Option Artificial Deflation Per Share During Trading Periods						
		11/6/2015	11/2/2018	2/22/2019	8/8/2019	Holding Price	
Buie	Strike	through	through	through	(at close	11100	
	Price	11/1/2018	2/21/2019	8/7/2019	only)		
8/16/2019	\$40.00	11/1/2010		\$3.46	\$1.36	\$13.55	
8/16/2019	\$42.50			\$3.46	\$1.36	\$16.05	
8/23/2019	\$24.50			\$0.10	\$0.10	\$0.20	
8/23/2019	\$25.00			\$0.14	\$0.14	\$0.28	
8/23/2019	\$25.50			\$0.23	\$0.23	\$0.45	
8/23/2019	\$26.00			\$0.33	\$0.33	\$0.65	
8/23/2019	\$26.50			\$0.47	\$0.47	\$0.90	
8/23/2019	\$27.00			\$0.64	\$0.64	\$1.25	
8/23/2019	\$27.50			\$0.86	\$0.78	\$1.58	
8/23/2019	\$28.00			\$1.04	\$0.91	\$2.00	
8/23/2019	\$28.50			\$1.30	\$1.07	\$2.48	
8/23/2019	\$28.50			\$1.60	\$1.16	\$2.95	
8/23/2019	\$29.50			\$1.85	\$1.26	\$3.45	
8/23/2019	\$30.00			\$2.06	\$1.20	\$3.90	
8/23/2019	\$30.50			\$2.26	\$1.30	\$4.40	
8/23/2019	\$31.00			\$2.47	\$1.30	\$4.90	
8/23/2019	\$31.50			\$2.64	\$1.32	\$5.35	
8/23/2019	\$32.00			\$2.81	\$1.26	\$5.90	
8/23/2019	\$32.50			\$2.99	\$1.36	\$5.90	
	\$33.00					\$6.90	
8/23/2019				\$3.10	\$1.36		
8/23/2019	\$35.00			\$3.41	\$1.36	\$8.90 \$0.25	
8/30/2019	\$24.50			\$0.10	\$0.10	\$0.25	
8/30/2019	\$25.00			\$0.17 \$0.27	\$0.17	\$0.40	
8/30/2019	\$25.50				\$0.27	\$0.58 \$0.72	
8/30/2019	\$26.00			\$0.35	\$0.35	\$0.73	
8/30/2019	\$26.50			\$0.47	\$0.47	\$1.00	
8/30/2019	\$27.00			\$0.62	\$0.62 \$0.76	\$1.33 \$1.68	
8/30/2019	\$27.50			\$0.82			
8/30/2019	\$28.00			\$1.06	\$0.87	\$2.08	
8/30/2019	\$28.50			\$1.30	\$1.01	\$2.53	
8/30/2019	\$29.00			\$1.54	\$1.10	\$2.98	
8/30/2019	\$29.50			\$1.79	\$1.20	\$3.45	
8/30/2019	\$30.00			\$2.04	\$1.26	\$3.95	
8/30/2019	\$30.50			\$2.28	\$1.30	\$4.45	
8/30/2019	\$31.00			\$2.43	\$1.28	\$4.90	
8/30/2019	\$31.50			\$2.64	\$1.28	\$5.40	
8/30/2019	\$32.00			\$2.81	\$1.32	\$5.90	
8/30/2019	\$32.50			\$2.95	\$1.36	\$6.40	
8/30/2019	\$33.00			\$3.08	\$1.36	\$6.90	
8/30/2019	\$34.50			\$3.33	\$1.36	\$8.40	
8/30/2019	\$38.00			\$3.58	\$1.36	\$11.90	
9/6/2019	\$25.00			\$0.21	\$0.21	\$0.48	
9/6/2019	\$25.50			\$0.27	\$0.27	\$0.63	
9/6/2019	\$26.00			\$0.33	\$0.33	\$0.80	
9/6/2019	\$27.00			\$0.68	\$0.60	\$1.40	
9/6/2019	\$27.50			\$0.87	\$0.74	\$1.75	
9/6/2019	\$28.00			\$1.08	\$0.85	\$2.15	

Expiration	Put Op	Holding				
Date		11/6/2015	11/2/2018	2/22/2019	8/8/2019	Price
2	Strike	through	through	through	(at close	
	Price	11/1/2018	2/21/2019	8/7/2019	only)	
9/6/2019	\$28.50	11/1/2010		\$1.31	\$0.95	\$2.55
9/6/2019	\$29.00			\$1.53	\$1.07	\$3.00
9/6/2019	\$29.50			\$1.75	\$1.12	\$3.45
9/6/2019	\$30.00			\$2.00	\$1.22	\$3.95
9/6/2019	\$30.50			\$2.22	\$1.28	\$4.45
9/6/2019	\$31.00			\$2.43	\$1.32	\$4.95
9/6/2019	\$32.00			\$2.79	\$1.32	\$5.90
9/6/2019	\$32.50			\$2.91	\$1.32	\$6.40
9/6/2019	\$33.50			\$3.16	\$1.36	\$7.40
9/6/2019	\$35.00			\$3.41	\$1.36	\$8.90
9/13/2019	\$25.50			\$0.27	\$0.27	\$0.70
9/13/2019	\$28.00			\$1.06	\$0.83	\$2.18
9/13/2019	\$29.00			\$1.53	\$1.03	\$3.05
9/13/2019	\$29.50			\$1.70	\$1.07	\$3.45
9/13/2019	\$30.00			\$1.98	\$1.16	\$3.95
9/13/2019	\$30.50			\$2.16	\$1.24	\$4.45
9/13/2019	\$31.00			\$2.41	\$1.32	\$4.95
9/13/2019	\$31.50			\$2.60	\$1.32	\$5.45
9/13/2019	\$32.00			\$2.73	\$1.28	\$5.90
9/20/2019	\$22.50			\$0.04	\$0.04	\$0.15
9/20/2019	\$25.00			\$0.23	\$0.23	\$0.60
9/20/2019	\$27.50			\$0.91	\$0.70	\$1.85
9/20/2019	\$30.00			\$1.94	\$1.14	\$3.95
9/20/2019	\$32.50			\$2.77	\$1.28	\$6.40
9/20/2019	\$35.00			\$3.33	\$1.36	\$8.90
9/20/2019	\$37.50			\$3.50	\$1.32	\$11.35
9/20/2019	\$40.00			\$3.62	\$1.36	\$13.90
9/20/2019	\$42.50			\$3.58	\$1.32	\$16.35
10/18/2019	\$22.50			\$0.10	\$0.10	\$0.33
10/18/2019	\$25.00			\$0.35	\$0.31	\$0.90
10/18/2019	\$27.50			\$0.97	\$0.70	\$2.13
10/18/2019	\$30.00			\$1.89	\$1.09	\$4.10
10/18/2019	\$32.50			\$2.71	\$1.20	\$6.40
10/18/2019	\$35.00		\$4.92	\$3.25	\$1.32	\$8.90
10/18/2019	\$37.50		\$5.81	\$3.54	\$1.36	\$11.40
10/18/2019	\$40.00		\$6.59	\$3.62	\$1.36	\$13.90
10/18/2019	\$42.50		\$7.23	\$3.58	\$1.32	\$16.35
10/18/2019	\$45.00		\$7.98	\$3.63	\$1.32	\$18.85
10/18/2019	\$47.50		\$8.58	\$3.63	\$1.32	\$21.35
10/18/2019	\$50.00		\$9.17	\$3.67	\$1.32	\$23.85
10/18/2019	\$52.50		\$9.56	\$3.67	\$1.32	\$26.35
10/18/2019	\$55.00		\$9.76	\$3.67	\$1.32	\$28.85
10/18/2019	\$60.00		\$10.13	\$3.67	\$1.32	\$33.85
12/20/2019	\$17.50		+-0.10	\$0.04	\$0.04	\$0.15
12/20/2019	\$20.00			\$0.08	\$0.06	\$0.33
12/20/2019	\$22.50			\$0.25	\$0.17	\$0.75
12/20/2019	\$25.00			\$0.68	\$0.43	\$1.58

Expiration	Put Opt	Holding				
Date		11/6/2015	11/2/2018	2/22/2019	8/8/2019	Price
	Strike	through	through	through	(at close	
	Price	11/1/2018	2/21/2019	8/7/2019	only)	
12/20/2019	\$27.50			\$1.25	\$0.68	\$2.85
12/20/2019	\$30.00			\$1.87	\$0.93	\$4.60
12/20/2019	\$32.50			\$2.54	\$1.12	\$6.75
12/20/2019	\$35.00			\$3.08	\$1.24	\$9.10
12/20/2019	\$37.50			\$3.34	\$1.24	\$11.50
12/20/2019	\$40.00			\$3.54	\$1.28	\$13.95
12/20/2019	\$42.50			\$3.63	\$1.32	\$16.45
12/20/2019	\$45.00			\$3.59	\$1.28	\$18.90
12/20/2019	\$47.50			\$3.63	\$1.32	\$21.40
1/17/2020	\$17.50			\$0.08	\$0.06	\$0.23
1/17/2020	\$20.00			\$0.14	\$0.12	\$0.45
1/17/2020	\$22.50			\$0.31	\$0.23	\$0.88
1/17/2020	\$25.00		\$1.02	\$0.75	\$0.41	\$1.70
1/17/2020	\$27.50		\$1.74	\$1.25	\$0.66	\$2.98
1/17/2020	\$30.00	\$2.76	\$2.73	\$1.91	\$0.93	\$4.75
1/17/2020	\$32.50	\$3.81	\$3.75	\$2.51	\$1.09	\$6.80
1/17/2020	\$35.00	\$4.90	\$4.81	\$3.04	\$1.20	\$9.15
1/17/2020	\$37.50	\$5.80	\$5.66	\$3.33	\$1.28	\$11.55
1/17/2020	\$40.00	\$6.64	\$6.44	\$3.50	\$1.28	\$13.95
1/17/2020	\$42.50	\$7.42	\$7.14	\$3.58	\$1.32	\$16.45
1/17/2020	\$45.00	\$8.07	\$7.73	\$3.59	\$1.28	\$18.90
1/17/2020	\$47.50	\$8.69	\$8.24	\$3.63	\$1.32	\$21.40
1/17/2020	\$50.00	\$9.32	\$8.75	\$3.62	\$1.36	\$23.90
1/17/2020	\$52.50	\$9.81	\$9.10	\$3.63	\$1.32	\$26.35
1/17/2020	\$55.00	\$10.33	\$9.48	\$3.67	\$1.32	\$28.85
1/17/2020	\$57.50	\$10.62	\$9.66	\$3.67	\$1.32	\$31.35
1/17/2020	\$60.00	\$10.95	\$9.82	\$3.67	\$1.32	\$33.85
1/17/2020	\$62.50	\$11.21	\$10.00	\$3.67	\$1.32	\$36.35
1/17/2020	\$65.00	\$11.64	\$10.36	\$3.67	\$1.32	\$38.85
1/17/2020	\$67.50	\$11.53	\$10.18	\$3.67	\$1.32	\$41.35
1/17/2020	\$70.00	\$11.45	\$10.00	\$3.67	\$1.32	\$43.85
1/17/2020	\$72.50	\$11.62	\$10.17	\$3.71	\$1.36	\$46.40
1/17/2020	\$75.00	\$11.96	\$10.59	\$3.71	\$1.36	\$48.90
1/17/2020	\$77.50	\$11.69	\$10.14	\$3.71	\$1.40	\$51.40
1/17/2020	\$80.00	\$11.98	\$10.38	\$3.71	\$1.40	\$53.90
1/17/2020	\$82.50	\$11.80	\$10.20	\$3.71	\$1.40	\$56.40
1/17/2020	\$85.00	\$12.19	\$10.49	\$3.67	\$1.36	\$58.85
1/17/2020	\$87.50	\$12.46	\$10.75	\$3.67	\$1.36	\$61.35
1/17/2020	\$90.00	\$11.70	\$10.05	\$3.67	\$1.36	\$63.85
1/17/2020	\$95.00	\$12.15	\$10.44	\$3.67	\$1.32	\$68.85
1/17/2020	\$100.00	\$12.58	\$10.78	\$3.67	\$1.36	\$73.85
1/17/2020	\$105.00	\$12.29	\$10.60	\$3.67	\$1.36	\$78.85
1/17/2020	\$120.00	\$12.20	\$10.52	\$3.67	\$1.32	\$93.80
6/19/2020	\$15.00			\$0.06	\$0.06	\$0.30
6/19/2020	\$17.50			\$0.12	\$0.12	\$0.48
6/19/2020	\$20.00			\$0.16	\$0.08	\$0.83
6/19/2020	\$22.50			\$0.46	\$0.23	\$1.53

Expiration	Put Op	Holding				
Date	C4	11/6/2015	11/2/2018	2/22/2019	8/8/2019	Price
	Strike Price	through	through	through	(at close	
	Price	11/1/2018	2/21/2019	8/7/2019	only)	
6/19/2020	\$25.00			\$0.66	\$0.35	\$2.50
6/19/2020	\$27.50			\$1.21	\$0.62	\$3.90
6/19/2020	\$30.00			\$1.70	\$0.78	\$5.50
6/19/2020	\$32.50			\$2.06	\$0.97	\$7.45
6/19/2020	\$35.00			\$2.64	\$1.09	\$9.60
6/19/2020	\$37.50			\$2.90	\$1.01	\$11.75
6/19/2020	\$40.00			\$3.38	\$1.20	\$14.25
6/19/2020	\$42.50			\$3.38	\$1.20	\$16.60
6/19/2020	\$47.50			\$3.55	\$1.24	\$21.45
1/15/2021	\$15.00			\$0.16	\$0.14	\$0.63
1/15/2021	\$17.50			\$0.16	\$0.10	\$0.90
1/15/2021	\$20.00			\$0.23	\$0.21	\$1.53
1/15/2021	\$22.50			\$0.41	\$0.39	\$2.33
1/15/2021	\$25.00		\$1.50	\$0.90	\$0.56	\$3.40
1/15/2021	\$27.50		\$2.18	\$1.31	\$0.62	\$4.80
1/15/2021	\$30.00	\$2.72	\$2.68	\$1.48	\$0.81	\$6.35
1/15/2021	\$32.50			\$2.02	\$0.97	\$8.25
1/15/2021	\$35.00	\$4.09	\$4.03	\$2.06	\$0.97	\$10.10
1/15/2021	\$37.50	\$4.58	\$4.44	\$2.23	\$0.97	\$12.20
1/15/2021	\$40.00	\$5.70	\$5.45	\$2.64	\$1.09	\$14.55
1/15/2021	\$42.50	\$6.14	\$5.74	\$2.59	\$1.12	\$16.70
1/15/2021	\$45.00	\$7.36	\$6.97	\$3.43	\$1.59	\$19.50
1/15/2021	\$47.50	\$7.74	\$7.27	\$3.36	\$1.05	\$21.55
1/15/2021	\$50.00	\$8.53	\$7.84	\$3.59	\$1.16	\$24.00
1/15/2021	\$52.50	\$8.83	\$8.07	\$3.51	\$1.20	\$26.45
1/15/2021	\$55.00	\$9.41	\$8.49	\$3.59	\$1.24	\$28.90
1/15/2021	\$57.50	\$9.70	\$8.76	\$3.63	\$1.28	\$31.40
1/15/2021	\$60.00	\$10.10	\$9.01	\$3.67	\$1.28	\$33.90
1/15/2021	\$62.50	\$10.41	\$9.18	\$3.63	\$1.28	\$36.35
1/15/2021	\$65.00	\$10.44	\$9.27	\$3.67	\$1.28	\$38.85
1/15/2021	\$67.50	\$10.79	\$9.40	\$3.67	\$1.28	\$41.35
1/15/2021	\$70.00	\$10.92	\$9.65	\$3.71	\$1.32	\$43.90
1/15/2021	\$75.00	\$11.59	\$10.01	\$3.71	\$1.28	\$48.85
1/15/2021	\$80.00	\$11.47	\$9.95	\$3.67	\$1.28	\$53.85
1/15/2021	\$85.00	\$12.12	\$10.45	\$3.78	\$1.43	\$59.00