

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

If you made any purchases of KT Tape (including KT Tape Original, KT Tape Pro, KT Tape ProX, KT Tape Gentle, KT Tape Pro Extreme, KT Tape Olympic, Limited Edition KT Tape, KT Recovery + Recovery Patch, KT Tape Flex, KT Tape Recovery + Ice/Heat, KT Tape Edema, KT Tape Grip, and KT Tape Clinical) in the United States during the period of time between October 30, 2011 and November 3, 2017, then you may be entitled to a benefit from a class action settlement.

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

- The Settlement will provide a fund in the sum of \$1,750,000 (the “Settlement Fund”), which will be used to pay the costs of notice and claims administration, attorneys’ fees and expenses to attorneys for the Plaintiff and the Class, and incentive award to the Plaintiff, and the claims of Class members for KT Tape product refunds. Class members who make valid and timely claims will be eligible to receive a refund of up to 50% of the full retail price of the KT Tape they purchased (with certain limitations as discussed below). The amount of the refund will depend on how many eligible claims are filed and approved and how much is available in the Settlement Fund for payment of claims.
- **Your legal rights are affected whether you act or don’t act. Please read this entire notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
RECEIVE SETTLEMENT BENEFITS	You must follow the instructions set forth in this Notice and submit a Claim Form to receive a Settlement Benefit.
EXCLUDE YOURSELF	Get no Settlement benefits, and be able to bring your own suit.
OBJECT	Write to the Court about why you don’t like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Settlement benefits will become available if the Court approves the Settlement and after any appeals are finished. Please be patient.

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BASIC INFORMATION

1. Why did I get this notice?

The Court ordered this Notice because you have a right to know about a proposed Settlement of a class action lawsuit of which you may be a Class member, and about your options, before the Court decides whether to approve the Settlement.

If the Court approves the Settlement and after any objections and appeals are resolved, KT will pay the Settlement Fund to Dahl Administration, the Settlement Administrator. Dahl will then administer a process by which eligible Class members who file valid and timely claims will receive cash refunds for the KT Tape products that they purchased. This Notice explains the lawsuit, the Settlement, your legal rights, the benefits available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the District of Massachusetts and the case is entitled *Alexander Vuckovic, Individually and On Behalf of All Others Similarly Situated v. KT Health Holdings, LLC and KT Health, LLC*, C.A. No. 15-cv-13696-GAO. KT Health Holdings, LLC and KT Health, LLC (referred to here as “KT” or “Defendants”) are the Defendants.

2. What is this lawsuit about?

The lawsuit claims that KT violated the Massachusetts Unfair Trade Practices Act, Mass. Gen. Laws, c. 93A, the Massachusetts False Advertising Law, Mass. Gen. Laws, c. 266, § 91, and Unjust Enrichment based on allegations that KT sold KT Tape to consumers, including members of the Class, by the use of false, deceptive and misleading labeling and advertising claiming that KT Tape will relieve pain from a variety of sports-related injuries and also prevent injury. KT denies that it did anything wrong.

3. Why is this a class action?

In a class action, one person, called a Class Representative (in this case Alexander Vuckovic), sues on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who ask to be excluded from the Class. U.S. District Judge George A. O’Toole, Jr., is in charge of this class action.

4. Why is there a Settlement?

The Court has not decided in favor of Plaintiff or Defendants. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the people affected will benefit. The Class Representative and his attorneys think the Settlement is best for the Class Members.

WHO IS IN THE SETTLEMENT

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

You are part of the Settlement if:

- You purchased one or more packages of KT Tape in the United States between the dates of October 30, 2011 and November 3, 2017, for personal use and not for resale.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

If you are a member of the Class and you file a valid and timely claim, you are eligible to receive a partial refund of the purchase price of the KT Tape products you purchased during the applicable time period, up to 50% of the full retail price. The per-unit retail prices to be used for the purpose of determining partial refund amounts for each type of KT Tape are as follows: KT Tape Original: \$12.99; KT Tape Pro: \$19.99; KT Tape ProX: \$19.99; KT Tape Gentle: \$21.99; KT Tape Pro Extreme: \$21.99; KT Tape Olympic: \$19.99; Limited Edition KT Tape: \$21.99; KT Recovery + Recovery Patch (4 Count): \$9.99; KT Recovery + Recovery Patch (6 Count): \$14.99; KT Tape Flex (8 count): \$15.99; ; KT Tape Flex (12 count): \$19.99; KT Tape Recovery + Ice/Heat (regular): \$44.99; KT Tape Recovery + Ice/Heat (with instant ice): \$49.99; KT Tape Clinical Pro: \$89.99; KT Tape Clinical Cotton: \$69.99 KT Tape Edema: \$69.99; KT Tape Grip: \$12.99. You will be able to make a claim for one package of KT Tape purchased without the necessity of submitting proof of purchase, but you may claim up to five (5) packages, with proof of purchase (such as a receipt) required for any amounts claimed in excess of the single package limit. For example, if you submit a claim for the purchase of five packages of KT Tape, you will need to submit proof of purchase for four packages, but will not need to submit proof of purchase for the first package.

The amount of the refund you receive will depend on how many eligible claims are filed and approved, the value of those claims, and the amount in the Net Settlement Fund available for payment of claims. The term Net Settlement Fund refers to the balance remaining in the Settlement Fund after payment of the costs of notice and claims administration, class counsel attorneys’ fees and expenses, and an incentive award to the Plaintiff. If the total amount claimed by Class members exceeds the Net Settlement Fund, the amount of the refund distributed to Class members will be adjusted proportionately downward, which may result in you receiving a refund less than 50% of the full retail price. If necessary in order for the total distribution to Class members to reach the minimum distribution amount in the Settlement Agreement, the amount of the refund distributed to Class members will be adjusted proportionately upward, which may result in you receiving a refund greater than 50% of the full retail price.

As part of the Settlement, KT has also agreed to make certain changes to its labeling and advertising for KT Tape, including eliminating the phrases “it will keep you pain free,” “prevents injury” and “provides 24-hour pain relief per application” and increasing the prominence of the disclaimer language (such as bold print and increased type size) and making sure that the disclaimer language is used in all labeling and advertising, including in-store displays.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

7. How can I participate in the Settlement?

If you want to receive the monetary benefits offered under this Settlement, then you will need to fill out a valid Claim Form. On the Claim Form, you will provide your name and mailing address, and you will attest to the KT Tape purchases and locations and dates

of purchases you made during the relevant time period. In addition, you will provide proof of purchase for any KT Tape purchases that you claim in excess of one package.

The Claim Form must be submitted online or by mail to the Settlement Administrator no later than May 16, 2018 at the following website or address:

**KT Tape Settlement
c/o Dahl Administration
PO Box 3614
Minneapolis, MN 55403-0614
www.KTSettlement.com**

If the Court approves the Settlement, the Claim Form will be reviewed by the Settlement Administrator, and if you are eligible, you will receive a refund of a portion of the retail price for your eligible KT Tape purchases. Only one Claim Form per household will be accepted. You can check on the progress of the Settlement by visiting the website www.KTSettlement.com.

8. When would I receive my Settlement benefits?

The Court will hold a hearing on June 6, 2018, at 10:00 a.m. at the United States District Court for Massachusetts, U.S. Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210, to decide whether to approve this Settlement.

If the Court approves the Settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps even more than a year. You may continue to check on the progress of the Settlement by visiting the website www.KTSettlement.com.

9. What am I giving up to stay in the Class and receive a benefit?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against KT and certain affiliated companies and people about the legal issues in this case if the Settlement is approved. It also means that all of the Court's orders will apply to you and legally bind you.

As part of the Settlement, the Plaintiff has agreed to dismiss all claims of the Class members relating to any and all claims that KT violated the Massachusetts Unfair Trade Practices Act, Mass. Gen. Laws, c. 93A, the Massachusetts False Advertising Law, and Unjust Enrichment based on allegations that Defendants sold KT Tape based on false, deceptive and misleading statements. This means that all persons who do not opt-out of the Settlement will be barred from bringing any claims on their own for the conduct that Plaintiff claims relates to alleged false advertising of KT Tape, even if they do not file a claim or receive any monetary Settlement benefits.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to participate in this Settlement, but you want to keep the right to sue or continue to sue KT on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself, and is sometimes referred to as opting out of the Class.

10. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the Settlement. Be sure to include your name, address, telephone number, and your signature, and refer to the case *Alexander Vuckovic, Individually and On Behalf of All Others Similarly Situated v. KT Health Holdings, LLC and KT Health, LLC*, C.A. No. 15-cv-13696-GAO. You must mail your exclusion request postmarked no later than May 16, 2018 to:

**KT Tape Settlement
c/o Dahl Administration
PO Box 3614
Minneapolis, MN 55403-0614**

You can't exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any of the Settlement benefits, and you cannot object to the Settlement. You will also not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) KT in the future.

11. If I don't exclude myself, can I sue KT for the same thing later?

No. Unless you exclude yourself, you give up the right to sue KT for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is May 16, 2018.

12. If I exclude myself, can I still benefit from this Settlement?

No. If you exclude yourself, you cannot seek monetary benefits under the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against KT.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

The Court has appointed the law firms of Pastor Law Office, LLP, Leonard Law Office, PC, and Shepherd, Finkelman, Miller & Shah, LLP to represent you and the Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

The attorneys who brought the case on your behalf are requesting attorneys' fees and costs in an amount of up to one-third of the Settlement Fund, plus reimbursement of out-of-pocket expenses in the sum of \$25,000, which must be approved by the Court. The Class Representative will also seek compensation for his efforts in the amount of \$5,000, which must also be approved by the Court. The Court may award less than these amounts. These amounts will be paid out of the Settlement Fund, and KT has agreed not to take any position on these requests for fees and expenses.

Plaintiff will file with the Court, and post on the Settlement website at www.KTSettlement.com, his Motion for Attorneys' Fees, Litigation Expenses, and Class Representative Payments by May 9, 2018.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

15. How do I tell the Court that I don't like the Settlement?

If you stay in the Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter containing all of the following: 1) a caption or title that identifies it as "Objection to Class Settlement in *Alexander Vuckovic, Individually and On Behalf of All Others Similarly Situated v. KT Health Holdings, LLC and KT Health, LLC*, C.A. No. 15-cv-13696-GAO; (2) information sufficient to identify you, including your name, address, telephone number, email address, and the contact information for any attorney retained by you in connection with the objection; (3) a clear, concise, and detailed statement of each objection you are making, the facts supporting each objection, the legal basis on which each objection is based, and what you want the Court to do; (4) a statement of whether you intend to appear, either in person or through counsel, at the Final Approval Hearing; (5) if you object through or intend to appear through counsel, the counsel's name, address, phone number, email address, state bar(s) to which the counsel is admitted, and any legal authority in support of your objections upon which you will rely; and (6) a list of and copies of all exhibits that you may seek to use at the Final Approval Hearing.

If your objection does not comply with the above requirements, you will not be able to appear and object to the Settlement, but you will be bound by all of the terms of the Settlement, including the release of all claims, if the Settlement is approved, and you will be legally bound by anything that happens in the lawsuit.

Mail your objection to these three different places postmarked no later than May 16, 2018:

To the Court:	To Class Counsel:	To Defendants' Counsel:
Clerk of Court United States District Court District of Massachusetts 1 Courthouse Way Boston, MA 02210	David Pastor Pastor Law Office 63 Atlantic Ave. 3rd Floor Boston, MA 02110	Larry R. Laycock MASCHOFF BRENNAN 201 South Main Street, #600 Salt Lake City, UT 84111

16. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

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

The Court will hold a Final Approval Hearing on June 6, 2018, at 10:00 a.m. at the United States District Court for Massachusetts, U.S. Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210 before the Hon. George A. O'Toole, Jr., to consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. The Court may also decide how much to pay Class Counsel. We do not know how long these decisions will take. The hearing may be continued without further notice.

18. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send a written objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Alexander Vuckovic, Individually and On Behalf of All Others Similarly Situated v. KT Health Holdings, LLC and KT Health, LLC*, C.A. No. 15-cv-13696-GAO. Be sure to include your name, address, telephone number, and

your signature. Your Objection to Settlement must be postmarked no later than May 16, 2018, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses under Question 15. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing at all, you will remain in the Class and will not receive a monetary benefit from the Settlement. For any questions as to how to claim a monetary benefit under the Settlement, see Question 7 above: “How can I participate in the Settlement?”

If you do not exclude yourself and do not return a valid and timely Claim Form you will receive no monetary benefit from the Settlement, and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against KT about the legal issues in this case, ever again.

GETTING MORE INFORMATION

21. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Class Counsel listed under Question 15 above, or you can download a copy online by visiting www.KTSettlement.com.

22. How do I get more information?

You can write to the Settlement Administrator, **KT Class Action Settlement Administrator**, c/o Dahl Administration, PO Box 3614 Minneapolis, MN 55403-0614 or call 1-888-219-6059 to ask questions about the Settlement, be able to sign up to be notified if the Settlement is approved, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment. You may also visit www.KTSettlement.com or contact Class Counsel listed under Question 15 above.

Please do not contact the Clerk of the Court or the Judge with questions.