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Class Counsel

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

IN RE CONAGRA FOODS, INC.

) Case No. CV 11-05379-CJC (AGR_x)
)
) MDL No. 2291
) CLASS ACTION
)
)

SETTLEMENT AGREEMENT AND RELEASE

TABLE OF EXHIBITS

Exhibit A: Order Directing Notice to Class Members

Exhibit A-1: Claim Form

Exhibit A-2: Publication Notice

Exhibit A-3: Posted Notice

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Exhibit B: Final Approval Order

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is made and entered into as of the 12th day of March, 2019 by and among the Class Representatives, individually and as proposed representatives of all Class Members, by and through Class Counsel, and Conagra Brands, Inc. (formerly ConAgra Foods, Inc.) (“Conagra” or “Defendant”), by and through its attorneys (collectively referred to as the “Parties”). The Parties intend this Agreement to resolve, discharge, and settle the Released Claims of Class Members fully, finally, and forever in accordance with the terms and conditions set forth below.

WITNESSETH

WHEREAS, there is a multidistrict litigation pending in the United States District Court for the Central District of California, styled *In Re ConAgra Foods, Inc.* (MDL No. 2291), composed of actions seeking injunctive relief and damages relating to the marketing, advertising, and sale of Wesson Oil Products made from Genetically Modified Ingredients (“GMOs”) as “Natural”;

WHEREAS, Conagra denies any and all claims asserted against it, and has asserted various defenses that it believes are meritorious;

WHEREAS, the Parties¹ agree that this Agreement shall not be deemed or construed as an admission or as evidence of any violation of any statute or law, or of any liability or wrongdoing by any of the Released Parties, or of the merit of any of the claims or allegations alleged in the Action, or otherwise, or the merit of any of the potential or asserted defenses to those allegations, or as a waiver of any such defenses;

¹ Capitalized terms shall have the meaning ascribed to them in the Definitions in Section I below.

WHEREAS, the Parties have conducted a thorough examination and investigation of the facts and the law relating to the asserted and potential claims and defenses concerning Conagra's marketing and sale of the Wesson Oil Products and assessed the various risks of future litigation including risks from any future appeals in the Action;

WHEREAS, the Parties engaged in extensive arm's-length and adversarial settlement discussions that included two separate mediations; the first before the Honorable Edward A. Infante (Ret.), former United States Magistrate Judge, in person on January 29, 2018, and thereafter by telephone through March 19, 2018, that failed to reach a settlement; followed by a successful mediation before the Honorable Douglas F. McCormick, United States Magistrate Judge, in person and by telephone from June 8, 2018 through November 12, 2018, and ultimately reached a settlement memorialized by this Agreement (the "Settlement");

WHEREAS, Class Counsel has concluded, after extensive factual examination and investigation and after careful consideration of the circumstances, including the claims asserted in the Complaint, and the possible legal and factual defenses thereto, that it would be in the Class Members' best interests to enter into this Agreement to avoid the uncertainties, burdens, risks, and delays inherent in litigation and subsequent appeals and to assure that the substantial benefits reflected in this Agreement are obtained for Class Members in an expeditious manner; and, further, that this Agreement is fair, reasonable, adequate, and in the best interests of the Class Representatives and the Class Members;

WHEREAS, Conagra, despite its belief that it has strong defenses to the claims described in this Agreement, has agreed to enter into this Agreement to reduce and avoid the further expense, burden, risks, and inconvenience of protracted litigation and subsequent appeals and to resolve finally and completely Class Representatives' and other Class Members' claims;

NOW, THEREFORE, the Parties agree that the Action shall be settled, compromised, and/or dismissed with prejudice on the terms and conditions set forth in this Agreement, subject to the Court's approval of this Agreement as a fair, reasonable, and adequate settlement under Fed. R. Civ. P. 23(e).

1. CLASS DEFINITION

1.1 By Court's Order Granting in Part and Denying in Part Plaintiffs' Amended Motion for Class Certification [ECF No. 545], eleven statewide classes were certified under Fed. R. Civ. P. 23(b)(3) to pursue the following claims:

- California: (1) violations of the California Unfair Competition Law, California Business & Professions Code §§ 17200, *et seq.* ("UCL"), California Consumer Legal Remedies Act, California Civil Code §§ 1750, *et seq.* ("CLRA"), and California Business & Professions Code §§ 17500, *et seq.* ("FAL"); and (2) breach of express warranty (California Commercial Code § 2313)
- Colorado: (1) violation of the Colorado Consumer Protection Act, Colorado Revised Statutes §§ 6-1-101, *et seq.* ("CCPA"); (2) breach of express warranty (Colorado Revised Statutes § 4-2-313); and (3) breach of implied warranty (Colorado Revised Statutes § 4-2-314)
- Florida: (1) violation of the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes Annotated §§ 501.201, *et seq.* ("FDUTPA")
- Illinois: (1) violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Illinois Compiled States §§ 505/1, *et seq.* ("ICFA") and (2) unjust enrichment

- Indiana: (1) unjust enrichment and (2) breach of implied warranty (Indiana Code § 26-1-2-314)
- Nebraska: (1) unjust enrichment and (2) breach of implied warranty (Nebraska Revised Statutes § 2-314)
- New York: (1) violation of the New York Consumer Protection Act, New York General Business Law §§ 349, *et seq.* (“GBL”); and (2) breach of express warranty (N.Y. U.C.C. Law § 2-313)
- Ohio: (1) violation of the Ohio Consumer Sales Practices Act, Ohio Revised Code §§ 1345.01, *et seq.* (“OCSA”)
- Oregon: (1) violation of the Oregon Unfair Trade Practices Act, Oregon Revised Statutes §§ 646.605, *et seq.* (“OUTPA”); and (2) unjust enrichment
- South Dakota: (1) violation of the South Dakota Deceptive Trade Practices and Consumer Protection Law, South Dakota Codified Laws §§ 37 24 1, *et seq.* (“SDDTPL”); and (2) unjust enrichment
- Texas: (1) violation of the Texas Deceptive Trade Practices - Consumer Protection Act, Texas Business & Commerce Code §§ 17.41, *et seq.* (“TDTA”).

1.2 The following Classes, which were limited by the applicable statute of limitations periods established by the laws of the eleven states, include the following persons, who will be notified of this proposed settlement and their rights under it:

- 1.2.1 California Class: all natural persons who resided in the State of California and purchased Wesson Oil Products in California, for personal, non-

commercial use, between June 28, 2007 and July 1, 2017 (“California Class Period”).

1.2.2 Colorado Class: all natural persons who resided in the State of Colorado and purchased Wesson Oil Products in Colorado, for personal, non-commercial use, between January 12, 2009 and July 1, 2017 (“Colorado Class Period”).

1.2.3 Florida Class: all natural persons who resided in the State of Florida and purchased Wesson Oil Products in Florida, for personal, non-commercial use, between January 12, 2008 and July 1, 2017 (“Florida Class Period”).

1.2.4 Illinois Class: all natural persons who resided in the State of Illinois and purchased Wesson Oil Products in Illinois, for personal, non-commercial use, between January 12, 2007 and July 1, 2017 (“Illinois Class Period”).

1.2.5 Indiana Class: all natural persons who resided in the State of Indiana and purchased Wesson Oil Products in Indiana, for personal, non-commercial use, between January 12, 2006 and July 1, 2017 (“Indiana Class Period”).

1.2.6 Nebraska Class: all natural persons who resided in the State of Nebraska and purchased Wesson Oil Products in Nebraska, for personal, non-commercial use, between January 12, 2008 and July 1, 2017 (“Nebraska Class Period”).

1.2.7 New York Class: all natural persons who resided in the State of New York and purchased Wesson Oil Products in New York, for personal, non-commercial use, between January 12, 2008 and July 1, 2017 (“New York Class Period”).

1.2.8 Ohio Class: all natural persons who resided in the State of Ohio and purchased Wesson Oil Products in Ohio, for personal, non-commercial use, between January 12, 2010 and July 1, 2017 (“Ohio Class Period”).

1.2.9 Oregon Class: all natural persons who resided in the State of Oregon and purchased Wesson Oil Products in Oregon, for personal, non-commercial use, between January 12, 2006 and July 1, 2017 (“Oregon Class Period”).

1.2.10 South Dakota Class: all natural persons who resided in the State of South Dakota and purchased Wesson Oil Products in South Dakota, for personal, non-commercial use, between January 12, 2006 and July 1, 2017 (“South Dakota Class Period”).

1.2.11 Texas Class: all natural persons who resided in the State of Texas and purchased Wesson Oil Products in Texas, for personal, non-commercial use, between January 12, 2010 and July 1, 2017 (“Texas Class Period”).

1.3 Excluded from the Classes are (a) governmental entities; (b) Conagra, and its affiliates, subsidiaries, employees, current and former officers, directors, agents, and representatives; (c) the members of the Court and its staff; and (d) Opt-Outs.

2. OTHER DEFINITIONS

As used in this Agreement and its exhibits, the following terms shall have the meanings set forth below. Terms used in the singular shall include the plural and vice versa.

2.1 “Action” means the multidistrict litigation pending in the United States District Court for the Central District of California, styled *In Re ConAgra Foods, Inc.* (MDL No. 2291).

2.2 “Agreement” means this Class Action Settlement Agreement, together with the exhibits attached to this Agreement, which are incorporated in this Agreement by reference.

2.3 “CAFA Notice” means the notice of this Settlement to be served by the Settlement Administrator upon state and federal regulatory authorities as required by Section 3 of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

2.4 “Claim Form” means an electronic or paper document containing the information and fields substantially in the form set forth in Exhibit A-3. The Claim Form shall be submitted under penalty of perjury, based on the Class Members’ knowledge, information, and belief, to the Settlement Administrator.

2.5 “Claims Deadline” means the final date to submit a Claim Form, which is 130 days after first publication of the Class Notice pursuant to the Notice Plan.

2.6 “Class Counsel” means DiCello Levitt Gutzler LLC and Milberg Tadler Phillips Grossman LLP.

2.7 “Class Notice” means notice to the Classes of this Agreement substantially in the form and following the procedures described in the Notice Plan and established by order of the Court and to be administered by the Settlement Administrator under the direction of the Parties and jurisdiction of the Court. “Class Notice” includes both a summary notice substantially in the form of Exhibit A-1 (“Publication Notice”) and a posted notice substantially in the form of Exhibit A-2 (“Posted Notice”).

2.8 “Class Member” means a Person who falls within the definition of one of the Classes and who has not properly executed and timely filed a request for exclusion from the Settlement.

2.9 “Class Representatives” means collectively (a) Robert Briseño and Michele Andrade for the California Class; (b) Jill Crouch for the Colorado Class; (c) Julie Palmer for the Florida Class; (d) Pauline Michael for the Illinois Class; (e) Cheri Shafstall for the Indiana Class;

(f) Dee Hooper-Kercheval for the Nebraska Class; (g) Kelly McFadden and Necla Musat for the New York Class; (h) Maureen Towey for the Ohio Class; (i) Erika Heins for the Oregon Class; (j) Rona Johnston for the South Dakota Class; and (k) Anita Willman for the Texas Class.

2.10 “Complaint” means the Second Consolidated Amended Class Action Complaint, filed as ECF No. 143 in this Action.

2.11 “Court” means the Honorable Cormac J. Carney, or if he is unavailable, another judge in the Central District of California, the transferee district, as designated by the Judicial Panel on Multidistrict Litigation to preside over the Action.

2.12 “Defendant” means Conagra Brands, Inc..

2.13 “Defendant’s Counsel” means Alston & Bird LLP.

2.14 “Escrow Account” means the escrow account to be established by orders of the Court and to be administered by the Settlement Administrator under the direction and jurisdiction of the Court to hold the Gross Settlement Proceeds. The Parties shall move the Court to establish the Escrow Account as a “Qualified Settlement Fund” within the requirements of Treas. Reg. § 1.468(B)-1(c), and the Parties shall for all purposes treat the Escrow Account as a Qualified Settlement Fund established and operated in accordance with the requirements and purposes of that regulation.

2.15 “Fairness Hearing” means the hearing conducted by the Court in connection with determining the fairness, adequacy, and reasonableness of this Agreement under Fed. R. Civ. P. 23(e).

2.16 “Fee and Expense Application” means the application by Class Counsel for the award of attorneys’ fees, costs, and expenses to Class Counsel and other counsel who performed work for the benefit of Class Members.

2.17 “Fee and Expense Award” means an order of the Court, granting, in whole or in part, the Fee and Expense Application.

2.18 “Final Effective Date” means one of the following conditions has occurred: (1) if no timely appeal of the Final Approval Order by the Court is taken, then upon expiration of the time for any appeal, rehearing, or certiorari of the Final Approval Order; or, (2) if there are any appeals of the Final Approval Order, then (i) all appellate courts with jurisdiction affirm the Final Approval Order or (ii) the appeal is dismissed or denied such that the Final Approval Order is no longer subject to further appeal, rehearing, or certiorari.

2.19 “Final Approval” means the Court’s issuance of an order and judgment granting final approval of this Agreement pursuant to Fed. R. Civ. P. 23(e), such order and judgment granting final approval of this Agreement to be termed the Court’s “Final Approval Order.” Final Approval and the Final Approval Order need not include the Fee and Expense Award. A proposed Final Approval Order substantially in the form to be entered approving the Settlement is attached as Exhibit B.

2.20 “Gross Settlement Proceeds” means: (a) the claims-made fund paying \$0.15 per unit to Households in all Classes submitting Valid Claim Forms (with a maximum Household recovery of 30 units where no proof of purchase receipts for more than 30 units is submitted); (b) an additional \$575,000 fund be allocated to members of the New York and Oregon state classes who submit Valid Claim forms, as compensation for the statutory damages provided for in the consumer protection laws of those states that Plaintiffs would claim at trial; and (c) an additional fund of \$10,000 to compensate those in all Classes that submit valid proof of purchase receipts for more than thirty (30) purchases at \$0.15 for each such purchase above 30; should \$10,000 be insufficient to cover such claims, Class Counsel shall pay the non-funded claims from fees

awarded in this case; should \$10,000 capped fund not be exhausted, the remaining funds will revert to 2.20(b) for payment to New York and Oregon state Classes. The Gross Settlement Proceeds shall be used to pay all Valid Claim Forms. Gross Settlement Proceeds excludes the value of the Injunctive Relief described more fully herein.

2.21 “Household” means all persons residing at the same physical address.

2.22 “Injunctive Relief” means the injunctive relief to which the Parties have agreed.

2.23 “Motion for Order Directing Notice” means the motion or motions filed by the Parties pursuant to Fed. R. Civ. P. 23(e) for an Order Directing notice to Class Members.

2.24 “Notice Plan” means the plan to be approved by the Court for providing Class Notice in accordance with Fed. R. Civ. P. 23(e). The Notice Plan shall be in substantially the form of the proposed Notice Plan as set forth in Exhibit A-4.

2.25 “Opt-Out” means any Person who timely and properly submits a request for exclusion from the Settlement in accordance with the procedures set forth in this Agreement and approved by the Court and did not timely and properly revoke the request.

2.26 “Opt-Out Deadline” is the last date on which a Person may properly and timely request to be excluded from the Settlement.

2.27 “Order Directing Notice” means the order entered by the Court directing notice to Class Members, approving the Notice Plan, appointing the Settlement Administrator, and setting a schedule for the Final Approval process. A proposed Order Directing Notice substantially in the form to be entered directing notice to the Classes is attached as Exhibit A.

2.28 “Posted Notice” means the part of the Notice Plan that includes a notice of the proposed Settlement directed at Class Members to be posted on the Settlement Website, subject to approval of the Court, and substantially in the form attached to this Agreement as Exhibit A-2.

2.29 “Publication Notice” means the part of the Notice Plan that includes a summary form of electronic and/or print notice of the proposed Settlement to be published in certain hard copy or electronic formats directed at Class Members, subject to approval of the Court, and substantially in the form attached to this Agreement as Exhibit A-1.

2.30 “Released Claims” means any and all claims released by this Agreement as set forth in Section 7.

2.31 “Released Parties” means Conagra Brands, Inc., along with its parent(s), and each of its predecessors, affiliates, assigns, successors, related companies, subsidiary companies, holding companies, insurers, reinsurers, current and former attorneys, and their current and former members, partners, officers, directors, agents, and employees, in their capacity as such.

2.32 “Settlement Administrator” means JND Legal Administration, a qualified third-party administrator selected by Magistrate Judge McCormick.

2.33 “Settlement Fund” means those Gross Settlement Proceeds deposited into the Escrow Account, pursuant to Section 4.7.1.1.

2.34 “Settlement Website” means the website established and maintained by the Settlement Administrator, pursuant to the Order Directing Notice.

2.35 “Valid Claims Form(s)” means timely submitted and complete claims form(s), signed by the Class Member, and verified by the Settlement Administrator to meet all the requirements set forth herein and to be free of fraud.

2.36 “Wesson Oil Products” mean Wesson brand cooking oils, including Wesson Vegetable Oil, Wesson Canola Oil, Wesson Corn Oil, and Wesson Best Blend, all of which bore a “Natural” claim on label during the applicable Class Periods.

3. SETTLEMENT RELIEF

3.1 Monetary Relief

3.1.1 Recovery for Class Members

3.1.1.1 Payment of settlement compensation to Class Members shall be made by the Settlement Administrator on a claims-made basis and from the Settlement Fund on the basis of Valid Claim Forms.

3.1.1.2 Class Members must submit a Claim Form, under penalty of perjury pursuant to 28 U.S.C. § 1746, that the information provided is true and correct to the best of each Class Member's knowledge, information, and belief, stating:

- (a) Name and address of Class Member's Household;
- (b) Number of units of Wesson Oil Products purchased during the applicable Class Period;
- (c) Purchases were made in one of the applicable states (California; Colorado; Florida; Illinois; Indiana; Nebraska; New York; Ohio; Oregon; South Dakota; and Texas);
- (d) State of residency at time of purchases;
- (e) Purchases were for household use and not catering or commercial purposes;

3.1.1.3 Class Members who timely submit a Valid Claim Form are entitled to receive settlement compensation of Fifteen Cents (\$0.15) per unit of Wesson Oil Products purchased during the applicable Class Period.

3.1.1.4 Class Members may receive settlement compensation for a maximum of thirty (30) units Wesson Oil Products per Household, provided however, that Class Members who submit proof of purchase receipts for more than thirty (30) units and meet all the requirements described above to the satisfaction of the Settlement Administrator may also receive Fifteen Cents (\$0.15) per unit as settlement compensation for all documented purchases of additional units over thirty (30) purchased. Payment for Class Members submitting proof of purchase receipts for more than thirty (30) units shall be funded from and consistent with the Gross Settlement Proceeds set forth in section 2.20(c) herein.

3.1.1.5 Recovery is limited to one claim per Household, which is defined as all persons residing at the same physical address.

3.1.2 Additional Recovery for New York and Oregon Class Members

3.1.2.1 Consistent with section 2.20(b) herein, Conagra will pay \$575,000 in Gross Settlement Proceeds to be allocated only to members of the New York and Oregon Classes who submit Valid Claim Forms, in proportion to the number of units purchased.

3.1.2.2 In addition to being subject to the Claim Form requirements set forth above, participation in this fund requires verification of the city or town in which the purchases were made in either New York or Oregon.

3.1.2.3 The Settlement Administrator has the authority to require additional documentation to validate residency and claims.

3.1.3 Timing of Distributions to Class Members

3.1.3.1 No distributions to Class Members shall occur until after the Final Effective Date.

3.2 Distribution of Remaining Funds

3.2.1 If after six months after distribution to the Class Members any funds shall remain in the Settlement Fund by reason of uncashed distributions or otherwise, then, after the Settlement Administrator has made reasonable and diligent efforts to have Class Members cash their distributions, any balance remaining shall be distributed by the Settlement Administrator consistent with the escheatment laws of each of the applicable Classes.

3.3 Injunctive Relief

3.3.1 Conagra divested all interest in the Wesson Oil brand to a third party purchaser, with the sale being final prior to the signing of this Agreement. Subject to the terms and conditions of this Agreement, the Parties agree that they will jointly move the Court to enter, as part of the Final Approval Order, an injunction ordering that should Conagra reacquire the Wesson Oil brand:

3.3.1.1 Conagra will not advertise, market or sell Wesson Oil Products labeled as “natural” unless the FDA issues guidance or a regulation, or federal legislation is enacted, permitting use of a “natural” claim

on a product containing oil derived from genetically engineered seed stock.

3.3.1.2 Conagra will not advertise, market or sell Wesson Oil Products as “non-GMO” unless the claim is certified by an independent third-party certification organization.

3.3.1.3 This Agreement does not preclude Conagra from making other changes to the advertising and marketing of Wesson Oil Products, provided that those changes do not conflict with the provisions of this Agreement.

4. ADDITIONAL SETTLEMENT TERMS AND ADMINISTRATION

4.1 Commitment to Support Agreement

4.1.1 The Parties agree that it is in the Classes’ and the Parties’ best interests to consummate this Agreement and to cooperate with each other and to take all actions reasonably necessary to obtain Court approval of this Agreement and entry of the orders of the Court and other courts that are required to implement its provisions. The Parties also agree to support this Agreement in accordance with and subject to the provisions of this Agreement.

4.2 Motion for Order Directing Notice

4.2.1 The Parties shall file an Unopposed Motion for Order Directing Notice to the Classes.

4.3 Notice to Putative Class Members

4.3.1 After the Court has entered the Order Directing Notice, notice to Class Members shall be disseminated in such form and manner consistent with

the Notice Plan as approved by the Court. Instructions to access the Settlement Website and electronically submit the Claim Form shall be included with the copy of the Class Notice disseminated to putative Class Members and posted on the Settlement Website. Upon request by a Class Member, a hard copy of the Claim Form shall be made sent by the Settlement Administrator.

- 4.3.2** The Parties agree that the methods of identifying and providing notice to the Classes set forth in the Notice Plan satisfies the notice requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and any other applicable laws, and constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Parties will jointly request the Court to approve in the Order Directing Notice the dissemination of notice as set forth in the Notice Plan. The Parties, by written agreement of counsel, may revise the Class Notice and other exhibits to the Settlement Agreement in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy.

4.4 Cost of Notice and Settlement Administration

- 4.4.1** Reasonable Fees and costs of the Settlement Administrator, anticipated not to exceed \$623,940, will be paid by Conagra separate from and in addition to the other settlement benefits provided to the Class Members. Should the Settlement Administrator anticipate an increase in costs, fees, or expenses

to more than \$660,000, or other significant deviation from the proposed Notice Plan, the Settlement Administrator must secure the prior approval of Conagra, which will not be unreasonably withheld or delayed. Should Conagra not agree with the increased cost or deviation, Magistrate Judge McCormick shall retain authority to resolve any such dispute.

4.5 Agreement Not Admissible

4.5.1 Neither this Agreement nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement is intended to be or may be construed as or deemed to be evidence of an admission or concession by Conagra of any (i) liability or wrongdoing or of the truth of any allegations in the Complaint against Conagra, or (ii) infirmity of, or strength of any alleged defense against, the allegations in the Complaint; and neither this Agreement nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement shall be admissible in evidence for any such purpose in any proceeding.

4.6 Terms of Recovery/Consideration for Settlement

4.6.1 Escrow Account and Settlement Fund

4.6.1.1 In full and final settlement of the Released Claims of Class Members, Conagra agrees to deposit the Gross Settlement Proceeds into the Escrow Account within 20 calendar days of the Final Effective Date, assuming receipt from the Settlement Administrator of the information and paperwork reasonably necessary to make the

payment.

4.6.1.2 Conagra's payment of the Gross Settlement Proceeds into the Escrow Account shall constitute the Settlement Fund, and the Settlement Fund shall be used for purposes of meeting the monetary obligations to Class Members under this Agreement.

4.6.1.3 Conagra's payment of the Gross Settlement Proceeds shall relieve Conagra of any liability with respect to the authentication of Claim Forms, the allocation of the Gross Settlement Proceeds among the Class Members, the timing and method of Settlement Fund distributions, and the distribution of any un-cashed distribution.

4.6.1.4 No portion of the Gross Settlement Proceeds shall be distributed from the Escrow Account prior to the Final Effective Date.

4.7 Settlement Statistics

4.7.1 The Settlement Administrator shall compile and send to Class Counsel and Conagra reports containing summary statistics detailing the implementation of the Settlement including, without limitation, the Settlement Administrator's fees and expenses, the number of proper and timely Opt-Outs, the number of Claim Forms received, the number of Claim Forms accepted, the number of Claim Forms rejected and the reason for rejection, and the number of Claim Forms determined by the Settlement Administrator to be deficient and the status of processing the deficiencies.

4.8 Stay and Resumption of Proceedings

4.8.1 Contemporaneously with the filing of the Motion for Order Directing

Notice, Counsel for the Parties shall (1) request a stay of all proceedings in *In Re ConAgra Foods, Inc.* (MDL No. 2291), and (2) seek an order from the Court pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, prohibiting the prosecution of any pending or subsequently filed litigation by Class Members arising out of or relating to the Released Claims. Proceedings in the Court arising out of and relating to this Agreement, and any other proceeding necessary to effectuate this Agreement in any other action shall be excepted from the stay. In the event the Court does not give Final Approval to this Agreement, the Final Effective Date does not occur, or this Agreement is otherwise terminated, this Agreement shall be of no further force or effect.

4.9 CAFA Notices

4.9.1 Within ten (10) days after submission of this Agreement to the Court, the Parties agree that the Settlement Administrator shall serve notices of the Settlement on state and federal regulatory authorities as required by Section 3 of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (“CAFA Notices”). If a state or federal official raises concerns about the Settlement, the Parties and their counsel agree to work together in good faith to resolve those concerns.

4.10 Motion for Final Approval of the Settlement

4.10.1 The Parties shall jointly seek an order granting final approval of this Agreement pursuant to Fed. R. Civ. P. 23. Class Counsel shall file a Motion for Final Approval of the Settlement, the Fee and Expense Application, and

the application for service awards to Class Representatives at least two (2) weeks before the deadline to object to the Settlement or as otherwise ordered by the Court. The Parties shall make a Supplemental Filing in Support of Final Approval with a declaration from the Settlement Administrator (with respect to the processing of Claim Forms) within 33 days after the Claims Deadline.

5. SETTLEMENT ADMINISTRATION

5.1 Settlement Administrator. The administration of the Settlement Fund and the Claim Forms shall be subject to the Court's supervision and remain at all times under the exclusive and continuing jurisdiction of the Court. The Settlement Administrator shall issue reports as requested by Class Counsel and Conagra regarding its activities, fees and expenses, and other procedures. Class Counsel or Conagra may raise by written objection filed with the Court any challenge to the procedures instituted by, or the fees and expenses of, the Settlement Administrator with respect to the administration of the Settlement Fund. The Settlement Administrator shall be responsible for disseminating information to Class Members concerning settlement procedures.

5.2 Notice

5.2.1 The Notice Plan shall satisfy Rule 23 of the Federal Rules of Civil Procedure and be subject to the Court's approval.

5.2.1.1 The Settlement Administrator, in accordance with the Notice Plan and the Order Directing Notice, shall provide all Class Members with the best notice practicable under the circumstances. Conagra represents that it did not sell Wesson Oil Products directly to consumers and therefore does not possess consumer contact

information.

5.2.1.2 As directed by the Order Directing Notice, the Settlement Administrator shall establish and maintain the Settlement Website, on which at least the relevant pleadings, settlement documents, any applicable deadlines, and the Posted Notice shall be posted in order to provide information to the Classes of the proposed Settlement.

5.2.1.3 The Settlement Administrator also shall cause the Publication Notice to be published as provided in the Notice Plan and as directed by the Order Directing Notice.

5.2.2 All notice contemplated under the Notice Plan shall be issued and completed by the times set forth in the Order Directing Notice, unless otherwise ordered by the Court.

5.3 Opting Out of the Settlement

5.3.1 Each Class Member may elect to opt out of the Settlement. Any Class Member who wishes to opt out of the Settlement must do so, in writing, by mailing a request for exclusion to the Settlement Administrator signed by the Class Member (the “Opt-Out Request”). Any such request must be sent to the Settlement Administrator and postmarked by the Opt-Out Deadline.

5.3.2 The Opt-Out Request must:

5.3.2.1 bear the handwritten signature of the Class Member seeking to opt out;

5.3.2.2 set out the Class Member’s full legal name, valid mailing address, and functioning telephone number;

5.3.2.3 state that the Class Member has reviewed and understood the Class Notice and chooses to be excluded from the Settlement. and

5.3.2.4 provide the name of and contact information for the Class Member's attorney, if represented.

5.3.3 No person or entity may opt out on behalf of another Class Member.

5.3.4 All requests to opt out that fail to satisfy the requirements of this Section, as well as any additional requirements that the Court may impose, shall be void. No class-wide, mass opt-outs, or opt-outs signed by attorneys are permitted under this Agreement.

5.3.5 Any Class Member who does not properly and timely submit a request to opt out as required in this Agreement shall be deemed to have waived all rights to opt out and shall be deemed a Class Member for all purposes under this Agreement.

5.4 Objecting to the Settlement

5.4.1 Any Class Member who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement under Federal Rule of Civil Procedure 23. Each Class Member who wishes to object to any term of this Agreement must do so, in writing, by filing a written objection with the Clerk of the Court and mailing it to Class Counsel and counsel for Conagra at the addresses set forth below:

Class Counsel:

Ariana J. Tadler
Milberg Tadler Phillips Grossman LLP
One Penn Plaza, Suite 1920
New York, NY 10119

Adam J. Levitt
DiCello Levitt Gutzler LLC
Ten North Dearborn Street
Chicago, IL 60602

Counsel for Conagra

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- 5.4.2** Any such objection must be postmarked by the deadline for filing objections and under the procedures established by the Court. Any such objection must (a) attach copies in advance of any materials that the objector intends to submit to the Court or present at the Fairness Hearing; (b) be personally signed by the Class Member and, if represented by counsel, by his or her counsel; (c) include information or documents sufficient to show that the objector is a Class Member; and (d) clearly state in detail (i) the legal and factual ground(s) for the objection, (ii) the Class Member's name, mailing address, email address, and telephone number, (iii) whether it applies only to the objector, to a specific subset of the class, or to the entire class, (iv) if represented by counsel, such counsel's name, email address, mailing address, and telephone number, (v) any request to present argument to the Court at the Fairness Hearing; (vi) previous objections that the Class Member has filed in class action settlements in the past five years and the results of those objections (including any settlements that were reached concerning his or her objection); and (vii) previous objections that the

objecting Class Member's counsel has filed either in a representative capacity or on their own behalf in the past five years (including any settlements that were reached concerning those objections).

5.4.3 Any objection that fails to satisfy the requirements of this Section, or that is not properly and timely submitted, shall be deemed void and waived unless otherwise ordered by the Court. The Court shall make the final determination if any objection complies with the requirements of this Section. Any Party may respond to any objection by the date as ordered by the Court.

5.5 Requests to Appear at Final Approval Hearing

5.5.1 Any Class Member who wishes to appear and be heard in person or by counsel at the Fairness Hearing must make such request by notifying the Court and the Parties' respective counsel at the addresses set forth in Section 5.4.1 of this Agreement, subject to the discretion of the Court. Any such request must be filed with the Clerk of the Court and postmarked by the deadline for filing requests to appear and under the procedures established by the Court, and must state the name, address, and telephone number of the Class Member, as well as the name, address, and telephone number of the person that shall appear on his or her behalf. Any request for appearance that fails to satisfy the requirements of this Section, or that has otherwise not been properly or timely submitted, shall be deemed ineffective and a waiver of such Class Member's rights to appear and to comment on the Settlement at the Fairness Hearing. Only the Parties, Class Members, or

their counsel may request to appear and be heard at the Fairness Hearing.

Persons or entities that opt out may not request to appear and be heard at the Fairness Hearing.

5.6 Proposed Deadlines

5.6.1 The Parties shall request that the Court approve the following schedule in the Order Directing Notice. Unless otherwise ordered by the Court, the following deadlines shall apply. In the case of a discrepancy between the table below and the text of the Order Directing Notice approved by the Court, the dates in the Order Directing Notice control:

ACTION	TIMING
CAFA Notice Deadline	10 days after the Motion for Order Directing Notice Is Filed
Hearing on Motion Directing Notice	April 15, 2019
First Publication of Class Notice	10 days after issuance of the Order Directing Notice
Settlement Website Established	One day before First Publication of Class Notice
Opt-Out Deadline	114 days after First Publication of Class Notice
Claims Deadline	130 days after First Publication of Class Notice
Motion for Final Approval and Fee and Expense Application Deadline	2 weeks before Objection Filing Deadline
Supplemental Filing in Support of Final Approval Deadline	33 days after Claims Deadline
Objection Filing Deadline	114 days after First Publication of Class Notice
Request to Appear at Hearing Filing Deadline	114 days after First Publication of Class Notice
Objection Response Deadline	2 weeks after Objection Filing Deadline
Final Approval Hearing	To be set by the Court, on or after 165 days after First Publication of Class Notice

ACTION	TIMING
Gross Settlement Proceeds Paid into Escrow Account	20 days after Final Effective Date

6. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS

6.1 Limitation on Released Party Liability

6.1.1 No Released Party shall be subject to liability or expense of any kind to any Class Member or their respective counsel related to the Released Claims except as provided in this Agreement.

6.2 Dismissal of Released Claims

6.2.1 The Parties agree that upon the Final Effective Date of this Agreement, all Released Claims shall be dismissed with prejudice in accordance with the Final Approval Order entered by the Court, including by seeking dismissal with prejudice of the Complaint.

7. RELEASES AND RESERVATIONS AND COVENANTS NOT TO SUE

7.1 Released Claims and Covenants Not to Sue

7.1.1 In consideration of the benefits described and the provisions contained in this Agreement, all Class Members (regardless of whether a Class Member submits a Claim Form) promise, covenant, and agree that, upon the Final Effective Date and by operation of the Final Approval Order, the Class Members shall release and forever discharge the Released Parties from any liability for all claims of any nature whatsoever in law or in equity, past and present, and whether known or unknown, suspected or claimed, relating to or arising under any federal, state, local, or international statute, regulation, or law (including state consumer fraud, warranty, unjust enrichment laws,

codal law, adjudication, quasi-adjudication, tort claims, contract claims, actions, causes of action, declaratory judgment actions, cross-claims, counterclaims, third-party claims, demands, and claims for damages, compensatory damages, liquidated damages, punitive damages, exemplary damages, multiple damages, and other noncompensatory damages or penalties of any kind, fines, equitable relief, injunctive relief, conditional or other payments or interest of any type, debts, liens, costs, expenses and/or attorneys' fees, interest, or liabilities) that have been or could have been brought in connection with Conagra's distribution, labeling, packaging, marketing, advertising, and/or sale of the Wesson Oil Products as "Natural" during the applicable Class Period, subject only to the express exceptions listed in the Reservation of Claims and Rights in Section 7.2 below. Specifically excluded from this release is any claim for bodily injury allegedly suffered in connection with the Wesson Oil Products. Conagra agrees to provide reciprocal and mutual releases to the Class Representatives and Class Members from any liability that was or could have been asserted arising out of or relating in any way to the institution, prosecution, or settlement of the Action ("Released Defendant's Claims").

- 7.1.2** All Class Members covenant and agree that they shall not hereafter seek to sue or otherwise establish liability against any Released Parties based, in whole or in part, on any of the Released Claims. Each Class Member expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent

Released Claims without regard to the subsequent discovery or existence of different or additional facts. The Parties shall cooperate and assist one another in defending against and obtaining the dismissal of any claims brought by Persons seeking to assert claims released under this Agreement. Similarly, Conagra covenants and agrees that it shall not hereafter seek to sue or otherwise establish liability against any Class Representative or Class Member regarding this litigation, or any Released Defendant's Claims that Conagra could have brought as part of this litigation or in litigation concerning distribution, sale, purchase, labeling, packaging, marketing, and/or advertising of the Wesson Oil Products.

7.1.3 IN ADDITION, EACH CLASS MEMBER HEREBY EXPRESSLY WAIVES AND RELEASES, UPON THE FINAL EFFECTIVE DATE, ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE OR ANY OTHER STATUTE, LAW OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO § 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY

AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

7.1.4 Each Class Member may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Class Member hereby expressly waives and fully, finally, and forever settles and releases, upon the Final Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims with respect to the subject matter of the Released Claims whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Class Member also hereby expressly waives and fully, finally, and forever settles and releases any and all Released Claims it may have against the Released Parties under § 17200, *et seq.*, of the California Business and Professions Code. Similarly, to the extent that Conagra hereafter discovers facts other than or different from those which it knows or believes to be true with respect to the Released Defendant's Claims that it could have brought in this litigation, it mutually waives and fully, finally, and forever settles and releases any Released Defendant's Claims that it could have brought in connection with this litigation.

7.2 Reservation of Claims and Rights

7.2.1 Released Claims shall not include any claim against the Released Parties for bodily injury allegedly suffered in connection with the purchase or use of the Wesson Oil Products.

7.2.2 The Parties agree that this Agreement, whether or not the Final Effective

Date occurs, and any and all negotiations, documents, and discussions associated with it, shall be without prejudice to the rights of any Party (other than those compromised in this Agreement); shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, any liability or wrongdoing by any of the Released Parties, or of the truth of any of the claims or allegations contained in any complaint or pleading, whether in the Action, any other actions, or otherwise. The Parties expressly reserve all of their rights if this Agreement fails to become Final and effective substantially in accordance with its terms.

7.2.3 If this Agreement is not approved by the Court substantially in accordance with its terms and does not become subject to a Final Approval Order following such approval, or the Final Approval Order does not become Final, then the Action, for all purposes, shall revert to its status as of the date before the execution of this Agreement. Conagra shall also be entitled to a refund of any Gross Settlement Proceeds that it has deposited into the Escrow Account, any Fee and Expense Award it has paid to Class Counsel, and/or any Service Awards to it has paid to the Class Representatives.

8. **ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

8.1 **Attorneys' Fees and Expenses and Service Awards**

8.1.1 As part of the Settlement, Class Counsel shall make a Fee and Expense Application to the Court for a Fee and Expense Award.

8.1.1.1 Class Counsel shall make a Fee and Expense Application to the Court for an award of \$6,850,000 in attorneys' fees and expenses, to be paid by Conagra.

8.1.1.2 Conagra shall take no position with respect to the Fee and Expense Application, consistent with its agreement negotiated with the assistance of Magistrate Judge McCormick as mediator. The Parties recognize that the Court shall have the final authority to award the amount of attorneys' fees and expenses. The Parties represent that the attorneys' fees and expenses were mediated after agreement on substantive terms with Magistrate Judge McCormick.

8.1.1.3 Upon a Court order providing a Fee and Expense Award, any attorneys' fees and expenses awarded to Class Counsel by the Court shall be paid by Conagra within 20 calendar days of the Final Effective Date and receipt by Conagra of all documentation reasonably necessary to make such payment. In the event the Fee and Expense Award is reversed, modified, canceled, terminated, or reduced for any reason, the relevant amount of the overpayment of attorneys' fees and costs paid by Conagra shall be returned to Conagra within thirty days of Conagra's written request to Class Counsel. Class Counsel shall be liable to Conagra for the amount of attorneys' fees and costs they received. Conagra shall be entitled to enforce this provision through a motion filed with this Court, and Class Counsel, as a condition of receiving such attorneys' fees and

costs, agrees that Class Counsel are subject to the jurisdiction of the Court for the purpose of enforcing this provision.

8.1.1.4 Conagra agrees not to take any position on an application for service awards of (a) up to \$3,000 for each of the Class Representatives who were deposed (Robert Briseño, Michele Andrade, Jill Crouch, Pauline Michael, Necla Musat, and Maureen Towey) and (b) up to \$1,000 for each of those who were not deposed (Julie Palmer, Cheri Shafstall, Dee Hooper-Kercheval, Kelly McFadden, Erika Heins, Rona Johnston, and Anita Willman). The Parties acknowledge the Court shall have the final authority to determine the amount of the awards up to these amounts in recognition of their service as Class Representatives in this Action.

8.1.1.5 Class Counsel will provide to Defendant, through Defendant's Counsel, appropriate W-9 forms for law firms and Class Representatives, and all wiring or account information necessary to enable Defendant to make the Court-awarded payment.

8.1.1.6 Any payment awarded by the Court to the Class Representatives will be paid to Class Counsel by Defendant separately from attorneys' fees and expenses. These service awards shall be paid within 20 calendar days of the Final Effective Date and deposited into Class Counsel's client trust account before disbursement to the Class Representatives or paid in the form of checks sent to Class Counsel written to each Class Representative.

8.1.1.7 Class Counsel shall allocate the attorneys' fees amongst Class Counsel and other counsel representing plaintiffs in the Action in a manner in which they in good faith believe reflects the contributions of such counsel to the prosecution and settlement of the Action with Defendant. Defendant shall have no liability or obligation with respect to any attorneys' fees, costs or expenses other than Defendant's obligation to pay or cause to be paid the amounts awarded by the Court. Defendant shall have no liability or other responsibility for allocation of any such attorneys' fees or costs and expenses awarded.

8.1.1.8 Conagra and the Released Parties shall have no liability with respect to any disputes among plaintiffs' counsel relating to the award, allocation, or entitlement to any fees, costs, or expenses. The Court shall retain jurisdiction over any disputes among plaintiffs' counsel relating to the award, allocation, or entitlement to any fees, costs, or expenses, but any such disputes shall not affect this Settlement becoming Final.

8.2 Value of Injunctive Relief

8.2.1 Class Counsel and Conagra agree that during the pendency of this litigation Conagra removed the "natural" claim from the labels of Wesson Oil Products and stopped marketing, advertising, and selling Wesson Oil Products as "natural."

8.2.2 Plaintiffs point to this change as a result achieved in the wake of this litigation, while acknowledging that this Settlement does not constitute an admission by Conagra of liability, damages, or any other issue in the lawsuit, including but not limited to what prompted the label change. Conagra denies its decision to remove ‘natural’ from Wesson Oil labels was in any way related to this litigation.

8.2.3 As part of the Settlement, Conagra agrees to injunctive relief under which Conagra agrees that should it reacquire the Wesson Oil brand, it will not market, advertise, or sell Wesson Oil Products as “natural” unless the FDA issues guidance or regulation, or federal legislation is enacted, authorizing use of a “natural” claim on a product containing oil from genetically engineered seed stock; and will not advertise, market or sell Wesson Oil Products as “non-GMO” unless the claim is certified by an independent third-party certification organization. This Agreement does not preclude Conagra from making other changes to the advertising and marketing of Wesson Oil Products, provided that those changes do not conflict with the provisions of this Agreement.

8.2.4 The Parties agree that the value of the injunctive relief to the Classes is \$27,000,000.

9. **TERMINATION OF THIS AGREEMENT**

9.1 **Termination**

9.1.1 This Agreement shall be terminated, without notice, if the Court declines to enter the Order Directing Notice, declines to grant Final Approval, or if such

approval or other necessary orders do not become Final (as a result of reversal on appeal or otherwise).

9.1.2 If the Court declines to enter the Order Directing Notice, declines to grant Final Approval, or if such approval or other necessary orders do not become Final (as a result of reversal on appeal or otherwise), this Agreement shall be of no further force or effect.

10. MISCELLANEOUS PROVISIONS

10.1 Recitals

10.1.1 The recitals set forth prior to Section 1 of this Agreement are hereby expressly incorporated into this Agreement and made a part hereof.

10.2 No Inducement

10.2.1 The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement.

10.3 Severability

10.3.1 The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision. If, in any action before any court or other tribunal of competent jurisdiction, any term, restriction, covenant, or promise is held to be unenforceable for any reason, then such term, restriction, covenant, or promise shall be deemed modified to the extent necessary to make it enforceable by such court or

other tribunal and, if it cannot be so modified, then this Agreement shall be deemed amended to delete from this Agreement such provision or portion adjudicated to be invalid or unenforceable, and this Agreement shall be deemed to be in full force and effect as so modified.

10.3.2 Notwithstanding Section 10.4.1, however, the Parties agree that the monetary and injunctive relief in this settlement, and the accompanying releases and covenants not to sue, are integral and indivisible provisions without which the parties would not have entered into this Agreement.

10.4 Receipt of Advice of Counsel

10.4.1 Class Representatives acknowledge, agree, and specifically warrant and represent that they have discussed with Class Counsel (or their designees) the portions of this Agreement relevant to them, including the release of Released Claims, and received legal advice with respect to the advisability of entering into this Agreement, and the legal effect of this Agreement.

10.5 Timing

10.5.1 Class Counsel and Conagra may agree in writing to reasonable extensions of time to carry out the provisions of this Agreement.

10.6 No Tax Advice

10.6.1 No opinion regarding the tax consequences of this Agreement to any individual Class Member is being given or shall be given by Conagra or its counsel, nor is any representation or warranty in this regard made by virtue of this Agreement. Class Members must consult their own tax advisors regarding the tax consequences of the Settlement, including any payments

provided hereunder and any tax reporting obligations they may have with respect to this Agreement. Each Class Member's tax obligations, and the determination thereof, are his, her, or its sole responsibility, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member. Released Parties shall have no liability or responsibility whatsoever for any such tax consequences resulting from payments under this Agreement. To the extent required by law, the Released Parties shall report payments made under this Agreement to the appropriate authorities.

10.7 Notice of Breach

10.7.1 The waiver by any of the Parties of any provision of or breach of this Agreement, in whole or in part, by another Party shall not be deemed or construed as a waiver of any other provision of or breach of this Agreement, whether prior, subsequent, or contemporaneous, to this Agreement. In the event that one Party to this Agreement is notified in writing by the other Party of any alleged breach of this Agreement, the allegedly-breaching Party shall have fourteen (14) days from the date of receipt of such notice to cure any such alleged breach and to notify the other Party, in writing, of the cure implemented to address the alleged breach. If the Party asserting the breach is not satisfied with the cure, that Party shall have the right to petition the Court for relief within thirty days after receipt of notice of the cure.

10.8 Enforcement

10.8.1 Only if this Settlement is finally approved by the Court and becomes Final, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted or attempted against the Released Parties in such capacity with respect to any of the Released Claims, and may be filed, offered, received into evidence, and otherwise used for such defense. This Agreement may also be used in connection with the Parties' application for approval or enforcement of this Agreement and all proceedings incident to this Agreement, including requests for attorneys' fees, costs, disbursements and compensation to the Classes, and any disputes arising from this Agreement.

10.9 Authorization to Enter Agreement

10.9.1 The undersigned representatives of Conagra represent that they are fully authorized to enter into and execute this Agreement on behalf of Conagra. Class Counsel represent that they are fully authorized to enter into and execute this Agreement on behalf of the Class Representatives and Class Members, subject to approval by the Court pursuant to Fed. R. Civ. P. 23.

10.10 No Party Is the Drafter

10.10.1 None of the Parties to this Agreement shall be considered the drafter of this Agreement or any provision thereof for the purpose of any statute, case law or rule of construction that would or might cause any provision to be construed against the drafter.

10.11 Choice of Law

10.11.1 This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of California without regard to its choice of law or conflict of laws principles. The Court shall maintain continuing jurisdiction over this matter in any proceeding to interpret, enforce, modify, or set aside the terms of this Agreement.

10.12 Computing Dates

10.12.1 For all deadlines under this Agreement, to compute deadlines (a) exclude the day of the event that triggers the period; (b) count every calendar day, including intermediate Saturdays, Sundays, and legal holidays; and (c) include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

10.13 Time for Compliance

10.13.1 If the date for performance of any act required by or under this Agreement is due to be performed on or by a Saturday, Sunday, or legal holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

10.14 Jurisdiction and Dispute Resolution

10.14.1 Pursuant to the Final Approval Order, the Court shall retain continuing and exclusive jurisdiction over the Parties and their counsel, the Settlement Administrator, the Settlement Fund (including any trustee or other

administrator or agent of the Settlement Fund, as applicable), and all Class Members with respect to the terms of this Agreement, the proper provision of all benefits thereunder, and the implementation and enforcement of its terms, conditions, and obligations. The terms of this Agreement shall be incorporated into the Final Approval Order of the Court, which shall allow that Final Approval Order to serve as an enforceable injunction by the Court for purposes of the Court's continuing jurisdiction related to this Agreement.

10.14.2 The Court also shall retain exclusive and continuing jurisdiction over the Fee and Expense Award.

10.15 Administrative Procedures

10.15.1 The Settlement Administrator may create administrative procedures, supplementary to (and not inconsistent with) those specified herein that provide further specific details about how the Settlement is to be administered, and/or other aspects of the Settlement, including, but not limited to, procedures regarding submission of documents or procedures regarding execution and signature of documents; provided, however, that such procedures comply, or otherwise are not in conflict, with the terms of this Agreement, and are agreed to by the Parties and approved by the Court.

10.16 Amendment or Waiver

10.16.1 This Agreement shall not be modified in any respect except by a writing executed by all Parties to this Agreement or their successors-in-interest. The waiver of any rights conferred by this Agreement shall be effective only if

made in writing by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior to, subsequent to, or contemporaneous with this Agreement.


10.17 Execution in Counterparts

10.17.1 This Agreement may be executed in counterparts. Facsimile or PDF signatures shall be valid signatures as of the date thereof.

10.18 Integrated Agreement

10.18.1 This Agreement, including its exhibits, contains an entire, complete, and integrated statement of the terms agreed to by and between the Parties, and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement, by and through their fully
authorized representatives, have executed this Agreement as of March 11, 2019.


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§ UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

IN RE CONAGRA FOODS, INC.	Case No. CV 11-05379-CJC (AGR _x) MDL No. 2291 <u>CLASS ACTION</u>
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ORDER DIRECTING NOTICE TO CLASS MEMBERS

In this Action,¹ Class Representatives, in their individual capacities and on behalf of all others similarly situated (the “Classes”), assert claims against Defendant Conagra Brands, Inc.. Defendant has denied each of the claims asserted against it in this Action and denies any and all liability. Class Representatives maintain that the claims have merit. The Court previously certified damages classes under Rule 23(b)(3) of the Federal Rules of Civil Procedure for California, Colorado, Florida, Illinois, Indiana, Nebraska, New York, Ohio, Oregon, South Dakota, and Texas.

This Court has now been presented with an Unopposed Motion for Order Directing Notice to Class Members filed on March 12, 2019. The Settlement Agreement was negotiated and consented to on behalf of the Parties, and it would resolve the claims against Defendant arising out of the Action. Notice of the proposed settlement has been served on the appropriate federal and state officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

Having considered the terms of the Settlement Agreement in light of the issues presented by the pleadings, the record in this case, the complexity of the proceedings, and the absence of any evidence of collusion between Class Representatives and Defendant, and being preliminarily satisfied that the Settlement Agreement is fair, reasonable, and consistent with applicable laws;

¹ Capitalized terms shall have the meaning ascribed to them in the Definitions section of the Settlement Agreement.

and being satisfied that the proposed Notice Plan is adequate and sufficiently informative as to the terms and effect of the proposed settlement, IT IS ORDERED THAT:

1. This Court has jurisdiction over the subject matter of the Action pursuant to 28 U.S.C. § 1332(d). This Court also has jurisdiction over all Parties to the Action, including all members of the Classes, as defined below.

2. This Order is justified by the Parties' showing that the Court will likely be able to approve the proposed settlement as fair, reasonable and adequate under Rule 23(e)(2), subject to further consideration at the Fairness Hearing. Class Representatives and Defendant are authorized and directed to take all actions that may be required prior to final approval by this Court of the proposed settlement and compromises set forth in the Settlement Agreement.

3. By the Court's Order Granting in Part and Denying in Part Plaintiffs' Amended Motion for Class Certification [ECF No. 545], eleven statewide classes were certified under Fed. R. Civ. P. 23(b)(3) to pursue the following claims:

(a) California: (1) violations of the California Unfair Competition Law, California Business & Professions Code §§ 17200, *et seq.* ("UCL"), California Consumer Legal Remedies Act, California Civil Code §§ 1750, *et seq.* ("CLRA"), and California Business & Professions Code §§ 17500, *et seq.* ("FAL"); and (2) breach of express warranty (California Commercial Code § 2313)

(b) Colorado: (1) violation of the Colorado Consumer Protection Act, Colorado Revised Statutes §§ 6-1-101, *et seq.* ("CCPA"); (2) breach of express warranty (Colorado Revised Statutes § 4-2-313); and (3) breach of implied warranty (Colorado Revised Statutes § 4-2-314)

(c) Florida: (1) violation of the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes Annotated §§ 501.201, *et seq.* ("FDUTPA")

(d) Illinois: (1) violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Illinois Compiled States §§ 505/1, *et seq.* (“ICFA”) and (2) unjust enrichment

(e) Indiana: (1) unjust enrichment and (2) breach of implied warranty (Indiana Code § 26-1-2-314)

(f) Nebraska: (1) unjust enrichment and (2) breach of implied warranty (Nebraska Revised Statutes § 2-314)

(g) New York: (1) violation of the New York Consumer Protection Act, New York General Business Law §§ 349, *et seq.* (“GBL”); and (2) breach of express warranty (N.Y. U.C.C. Law § 2-313)

(h) Ohio: (1) violation of the Ohio Consumer Sales Practices Act, Ohio Revised Code §§ 1345.01, *et seq.* (“OCSA”)

(i) Oregon: (1) violation of the Oregon Unfair Trade Practices Act, Oregon Revised Statutes §§ 646.605, *et seq.* (“OUTPA”); and (2) unjust enrichment\

(j) South Dakota: (1) violation of the South Dakota Deceptive Trade Practices and Consumer Protection Law, South Dakota Codified Laws §§ 37 24 1, *et seq.* (“SDDTPL”); and (2) unjust enrichment

(k) Texas: (1) violation of the Texas Deceptive Trade Practices - Consumer Protection Act, Texas Business & Commerce Code §§ 17.41, *et seq.* (“TDTPA”):

4. The following Classes certified under Fed. R. Civ. P. 23(b)(3), which were limited by the applicable statute of limitations periods established by the laws of the eleven states, will be notified of this proposed settlement and their rights under it:

(a) California Class: all natural persons who resided in the State of California and purchased Wesson Oil Products in California, for personal, non-commercial use, between June 28, 2007 and July 1, 2017 (“California Class Period”);

(b) Colorado Class: all natural persons who resided in the State of Colorado and purchased Wesson Oil Products in Colorado, for personal, non-commercial use, between January 12, 2009 and July 1, 2017 (“Colorado Class Period”);

(c) Florida Class: all natural persons who resided in the State of Florida and purchased Wesson Oil Products in Florida, for personal, non-commercial use, between January 12, 2008 and July 1, 2017 (“Florida Class Period”);

(d) Illinois Class: all natural persons who resided in the State of Illinois and purchased Wesson Oil Products in Illinois, for personal, non-commercial use, between January 12, 2007 and July 1, 2017 (“Illinois Class Period”);

(e) Indiana Class: all natural persons who resided in the State of Indiana and purchased Wesson Oil Products in Indiana, for personal, non-commercial use, between January 12, 2006 and July 1, 2017 (“Indiana Class Period”);

(f) Nebraska Class: all natural persons who resided in the State of Nebraska and purchased Wesson Oil Products in Nebraska, for personal, non-commercial use, between January 12, 2008 and July 1, 2017 (“Nebraska Class Period”);

(g) New York Class: all natural persons who resided in the State of New York and purchased Wesson Oil Products in New York, for personal, non-commercial use, between January 12, 2008 and July 1, 2017 (“New York Class Period”);

(h) Ohio Class: all natural persons who resided in the State of Ohio and purchased Wesson Oil Products in Ohio, for personal, non-commercial use, between January 12, 2010 and July 1, 2017 (“Ohio Class Period”);

(i) Oregon Class: all natural persons who resided in the State of Oregon and purchased Wesson Oil Products in Oregon, for personal, non-commercial use, between January 12, 2006 and July 1, 2017 (“Oregon Class Period”);

(j) South Dakota Class: all natural persons who resided in the State of South Dakota and purchased Wesson Oil Products in South Dakota, for personal, non-commercial use, between January 12, 2006 and July 1, 2017 (“South Dakota Class Period”); and

(k) Texas Class: all natural persons who resided in the State of Texas and purchased Wesson Oil Products in Texas, for personal, non-commercial use, between January 12, 2010 and July 1, 2017 (“Texas Class Period”).

5. Excluded from the Classes are (a) governmental entities; (b) Conagra, and its affiliates, subsidiaries, employees, current and former officers, directors, agents, and representatives; (c) the members of the Court and its staff; and (d) Opt-Outs.

6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court appoints the following persons as Class Representatives:

- (a) Robert Briseño and Michele Andrade for the California Class;
- (b) Jill Crouch for the Colorado Class;
- (c) Julie Palmer for the Florida Class;
- (d) Pauline Michael for the Illinois Class;
- (e) Cheri Shafstall for the Indiana Class;
- (f) Dee Hooper-Kercheval for the Nebraska Class;

- (g) Kelly McFadden and Necla Musat for the New York Class;
- (h) Maureen Towey for the Ohio Class;
- (i) Erika Heins for the Oregon Class;
- (j) Rona Johnston for the South Dakota Class; and
- (k) Anita Willman for the Texas Class.

7. Having considered the factors set forth in Rule 23(g)(1) of the Federal Rules of Civil Procedure, the Court appoints DiCello Levitt Gutzler LLC and Milberg Tadler Phillips Grossman LLP as Class Counsel.

8. **Schedule and Deadlines.** The Court hereby approves the following schedule:

ACTION	TIMING
First Publication of Class Notice	10 days after issuance of the Order Directing Notice
Settlement Website Established	One day before First Publication of Class Notice
Opt-Out Deadline	114 days after First Publication of Class Notice
Claims Deadline	130 days after First Publication of Class Notice
Motion for Final Approval and Fee and Expense Application Deadline	2 weeks before Objection Filing Deadline
Supplemental Filing in Support of Final Approval Deadline	33 days after Claims Deadline
Objection Filing Deadline	114 days after First Publication of Class Notice
Request to Appear at Hearing Filing Deadline	114 days after First Publication of Class Notice
Objection Response Deadline	2 weeks after Objection Filing Deadline
Final Approval Hearing	To be set by the Court, on or after 165 days after First Publication of Class Notice
Gross Settlement Proceeds Paid into Escrow Account	20 days after Final Effective Date

9. A Fairness Hearing shall be held at ____:____ __.m. on _____, 2019, for the purpose of determining whether the proposed settlement and compromise set forth in the Settlement Agreement shall be approved finally by the Court and whether final judgment dismissing the Action with respect to Defendant is appropriate. This hearing will be held at the United States District Court for the Central District of California, 350 W. 1st Street, Courtroom 7C, Los Angeles, CA 90012. At the Fairness Hearing, the Court will consider and determine:

(a) whether the proposed settlement is fair, reasonable, and adequate to Class Members and should be approved by the Court;

(b) whether the Classes satisfy the applicable prerequisites for class action treatment under Federal Rules of Civil Procedure 23(a) and 23(b)(3) for purposes of the proposed settlement;

(c) whether the Court should enjoin Defendant according to the specific terms in the Settlement Agreement;

(d) whether final judgment should be entered, dismissing the Action as to Defendant, on the merits and with prejudice, and to determine whether the release by Class Members of the Released Claims, as set forth in the Settlement Agreement, should be provided;

(e) whether the Court should approve Class Counsel's application for an award of attorneys' fees, expenses, and costs;

(f) whether the Court should approve any motion for service awards for the Class Representatives; and

(g) such other matters as the Court may deem appropriate.

10. JND Legal Administration is appointed as the Settlement Administrator and the Notice Plan set forth in the Declaration of Jennifer M. Keough, attached as Exhibit A-4 to the Settlement Agreement, is approved.

11. The Publication Notice attached as Exhibit A-1 to the Settlement Agreement and the Posted Notice attached as Exhibit A-2 to the Settlement Agreement are approved. Dissemination of the Class Notice as set forth in the Notice Plan satisfies the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and any other applicable laws, and constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Publication Notice and Posted Notice will be published in accordance with the terms of the Notice Plan set forth in the Settlement Agreement. Non-substantive changes may be made to the Publication Notice and Posted Notice by agreement of Class Representatives and Defendant without further order of this Court.

12. No later than one day before First Publication of Class Notice, the Settlement Administrator shall establish and maintain a toll-free number and the Settlement Website, on which relevant pleadings, settlement documents, any applicable deadlines, and the Posted Notice shall be posted in order to provide information to the Classes of the proposed Settlement.

13. The Settlement Administrator shall cause the Publication Notice to be published as provided in the Notice Plan.

14. Fourteen (14) days in advance of the Objection Date, Class Counsel shall file their Motion for Final Approval of the Settlement, and their application for attorneys' fees and expenses, and service awards to Class Representatives. Defendant shall file any response to any motions filed under this paragraph within 14 days.

15. If the Settlement Agreement is not approved by the Court substantially in accordance with its terms, or does not become subject to a Final Approval Order following such approval, or the Final Effective Dates does not occur, then the Action, for all purposes, shall revert to its status as of the date before the execution of the Settlement Agreement.

16. In order to be entitled to participate in the Gross Settlement Proceeds, each Class Member shall take the following actions and be subject to the following conditions:

(a) A properly executed Claim Form, substantially in the form attached as Exhibit A-1 to the Settlement Agreement, must be submitted to the Settlement Administrator, postmarked on or before the Claims Deadline. Such deadline may be further extended by Court Order. Each Claim Form shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first class mail, postage prepaid) provided it is actually received by the Settlement Administrator before payment of the Gross Settlement Proceeds. Any Claim Form submitted in any other manner shall be deemed to have been submitted when it was actually received by the Settlement Administrator.

(b) The Claim Form submitted by each Class Member must satisfy the following conditions: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) where required, it must be accompanied by adequate supporting documentation for residency and the transactions reported; and (iii) it must be complete and contain no material deletions or modifications and must be submitted under penalty of perjury.

(c) As part of the Claim Form, each Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted and shall (subject to effectuation of the Settlement) release all Released Claims as provided in the Settlement Agreement.

17. Any Class Member who does not submit a Claim Form in the manner stated in this Order shall be deemed to have waived his, her or its right to share in the Settlement Proceeds and shall forever be barred from sharing in the Gross Settlement Proceeds. Any such Class Member, however, in all other respects shall be subject to and bound by all of the terms of the Settlement, including the terms of the Settlement Agreement, the Final Approval Order, and the releases provided for by the Settlement Agreement and the Final Approval Order unless such Class Member has submitted a request to be excluded in the manner required by this Order.

18. **Opting Out of the Settlement**

(a) Each Class Member may elect to opt out of the Settlement. Any Class Member who wishes to opt out of the Settlement must do so, in writing, by mailing a request for exclusion to the Settlement Administrator signed by the Class Member (the “Opt-Out Request”). Any such request must be sent to the Settlement Administrator and postmarked by the Opt-Out Deadline.

(b) The Opt-Out Request must:

- (1) bear the handwritten signature of the Class Member seeking to opt out;
- (2) set out the Class Member’s full legal name, valid mailing address, and functioning telephone number;
- (3) state that the Class Member has reviewed and understood the Class Notice and chooses to be excluded from the Settlement; and
- (4) provide the name of and contact information for the Class Member’s attorney, if represented.

(c) No person or entity may opt out on behalf of another Class Member.

(d) All requests to opt out that fail to satisfy the requirements of this paragraph, as well as any additional requirements that the Court may impose, shall be void. No class-wide, mass opt-outs, or opt-outs signed by attorneys are permitted under this Agreement.

(e) Any Class Member who does not properly and timely submit a request to opt out as required in this Agreement shall be deemed to have waived all rights to opt out and shall be deemed a Class Member for all purposes under this Agreement.

19. Objecting to the Settlement

(a) Any Class Member who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement under Federal Rule of Civil Procedure 23. Each Class Member who wishes to object must do so, in writing, by filing a written objection with the Clerk of the Court and mailing it to Class Counsel and to counsel for Conagra at the addresses set forth below:

Clerk of the Court: Office of the Clerk United States District Court for the Central District of California 350 W. 1st Street, Suite 4311 Los Angeles, CA 90012	Class Counsel: Ariana J. Tadler Milberg Tadler Phillips Grossman LLP One Penn Plaza, Suite 1920 New York, NY 10119
Counsel for Conagra: Angela M. Spivey Alston & Bird One Atlantic Center 1201 W Peachtree Street, NE Atlanta, GA 30309-1404	Class Counsel: Adam J. Levitt DiCello Levitt Gutzler LLC Ten North Dearborn Street, Eleventh Floor Chicago, IL 60602

(b) Any such objection must be postmarked by the Objection Deadline for filing objections and under these procedures. Any such objection must (a) attach copies in advance of

any materials that the objector intends to submit to the Court or present at the Fairness Hearing;

(b) be personally signed by the Class Member and, if represented by counsel, by his or her counsel;

(c) include information or documents sufficient to show that the objector is a Class Member; and

(d) clearly state in detail (i) the legal and factual ground(s) for the objection, (ii) the Class Member's name, mailing address, email address, and telephone number, (iii) whether it applies only to the objector, to a specific subset of the class, or to the entire class, (iv) if represented by counsel, such counsel's name, email address, mailing address, and telephone number, (v) any request to present argument to the Court at the Fairness Hearing; (vi) previous objections that the Class Member has filed in class action settlements in the past five years and the results of those objections (including any settlements that were reached concerning his or her objection); and (vii) previous objections that the objecting Class Member's counsel has filed either in a representative capacity or on their own behalf in the past five years (including any settlements that were reached concerning those objections).

(c) Any objection that fails to satisfy the requirements of this paragraph, or that is not properly and timely submitted, shall be deemed void and waived unless otherwise ordered by the Court. The Court shall make the final determination if any objection complies with the requirements of this paragraph. Any Party may respond to any objection by the date as ordered by the Court.

20. The procedures and requirements for filing objections in connection with the Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement, in accordance with the due process rights of all Class Members.

21. **Requests to Appear at Fairness Hearing.** Any Class Member who wishes to appear and be heard in person or by counsel at the Fairness Hearing must make such request by notifying the Court and the Parties' respective counsel at the addresses set forth above, subject to the discretion of the Court. Any such request must be filed with the Clerk of the Court and postmarked by the deadline for filing requests to appear. The request must state the name, address, and telephone number of the Class Member, as well as the name, address, and telephone number of the person that shall appear on his or her behalf. Any request for appearance that fails to satisfy these requirements, or that has otherwise not been properly or timely submitted, shall be deemed ineffective and a waiver of such Class Member's rights to appear and to comment on the Settlement at the Fairness Hearing. Only the Parties, Class Members, or their counsel may request to appear and be heard at the Fairness Hearing. Persons or entities that opt out may not request to appear and be heard at the Fairness Hearing.

22. Attendance at the Fairness Hearing is not necessary. Class Members do not need to appear at the Fairness Hearing or take any other action to indicate their approval.

23. Pending the Fairness Hearing, all proceedings in the Action are stayed and, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, the prosecution of any pending or subsequently filed litigation by Class Members arising out of or relating to the Released Claims is prohibited. Proceedings in the Court arising out of and relating to the Settlement Agreement, and any other proceeding necessary to effectuate the Settlement Agreement in any other action are excepted from this stay.

24. The Court may adjourn the Fairness Hearing without any further notice other than an announcement of the adjournment at the scheduled time of the Fairness Hearing or at the scheduled time of any adjournment of the Fairness Hearing. The Court may consider modifications of the Settlement Agreement (with the consent of the Parties to the Settlement Agreement) without further notice to the Classes.

25. The Court reserves the right to approve the Settlement with or without modification and with or without further notice of any kind. The Court further reserves the right to enter its Final Approval Order approving the Settlement and dismissing the Complaint against Defendant on the merits and with prejudice regardless of whether it has approved or awarded attorneys' fees and expenses or service awards to Class Representatives.

26. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the proposed settlement.

SO ORDERED this ____ day of _____, 2019.

The Honorable Judge Cormac J. Carney
United States District Court
Central District of California

If you resided in California, Colorado, Florida, Illinois, Indiana, Nebraska, New York, Ohio, Oregon, South Dakota, or Texas and purchased Wesson Oil products in that state for your own personal, non-commercial use, you may be eligible to receive a payment from a class action settlement.

Para una notificación en español, visite www.wessonoilsettlement.com.

A Settlement has been proposed in a class action lawsuit (*In re ConAgra Foods, Inc.*, United States District Court for the Central District of California, Case No. 2:11-cv-05379-CJC-AGR, MDL No. 2291). The Court authorized this notice and will decide whether to approve the Settlement.

WHO IS AFFECTED?

You are a Class Member only if you resided in any of these eleven States and purchased Wesson brand cooking oils, including Wesson Vegetable Oil, Wesson Canola Oil, Wesson Corn Oil, and Wesson Best Blend, in that state for your own personal, non-commercial use during these time periods:

<u>State:</u>	<u>Class Period:</u>
California	June 28, 2007 through July 1, 2017
Colorado	January 12, 2009 through July 1, 2017
Florida	January 12, 2008 through July 1, 2017
Illinois	January 12, 2007 through July 1, 2017
Indiana	January 12, 2006 through July 1, 2017
Nebraska	January 12, 2008 through July 1, 2017
New York	January 12, 2008 through July 1, 2017
Ohio	January 12, 2010 through July 1, 2017
Oregon	January 12, 2006 through July 1, 2017
South Dakota	January 12, 2006 through July 1, 2017
Texas	January 12, 2010 through July 1, 2017

WHAT'S THIS ABOUT?

The lawsuit alleges that Conagra violated certain laws in the marketing, advertising and sale of Wesson Oil Products made from Genetically Modified Ingredients (GMOs) as "Natural." Conagra denies any and all wrongdoing of any kind whatsoever and has asserted various defenses that it believes are meritorious.

WHAT CAN YOU GET FROM THE SETTLEMENT?

All Class Members who submit a valid claim receive \$0.15 for each unit of Wesson Oil Product purchased during the relevant Class Period. Class Members may submit a claim for up to 30 units without proof of purchase. Class Members may submit a claim for more than 30 units only with proof of purchase. There is also a \$575,000 fund to be allocated to New York and Oregon Class Members who submit valid claims as compensation for statutory damages provided for in the laws of those states. Conagra also agreed to certain injunctive relief.

HOW DO YOU GET A PAYMENT?

Go to www.wessonoilsettlement.com and file or download a Claim Form. All Claim Forms must be either submitted online or postmarked and mailed by _____, **2019**. Only one Claim Form can be submitted per Household (defined as all persons residing at the same physical address).

WHAT ARE YOUR OPTIONS?

If you are a Class Member and you do nothing or file a claim to receive monetary benefits you will be bound by the Court's judgments. If you want to opt out of the Settlement you must mail a request for exclusion postmarked by _____, 2019. Any Class Member who does not opt out of the Settlement may object to the Settlement by filing a written objection by _____, 2019. For specific details on how to opt out or object, please read the Posted Notice at www.wessonoilsettlement.com.

The Court will hold a hearing at the U.S. Courthouse, 350 W. 1st Street, Courtroom 7C, Los Angeles, CA 90012 on _____, 2019 at ____:____.m. to consider whether to approve the Settlement and applications for attorneys' fees and expenses up to \$6,850,000 and for service awards up to (a) \$3,000 each for the six Class Representatives who were deposed and (b) \$1,000 each for the seven who were not deposed. If you wish, you or your attorney may ask to appear and speak at the hearing at your own expense, but you do not have to.

This notice is only a summary. For additional information, please visit the settlement website at www.wessonoilsettlement.com; call toll-free 1-833-291-1651; or write: Wesson Oil Settlement, c/o JND Legal Administration, P.O. Box 91249, Seattle, WA 98111-9349.

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

If you resided in California, Colorado, Florida, Illinois, Indiana, Nebraska, New York, Ohio, Oregon, South Dakota, or Texas and purchased Wesson Oil products in that state for your own personal, non-commercial use, you may be eligible to receive a payment from a class action settlement.

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

- A proposed Settlement has been reached in a class action lawsuit involving claims that the marketing, advertising and sale of Wesson brand cooking oils, including Wesson Vegetable Oil, Wesson Canola Oil, Wesson Corn Oil, and Wesson Best Blend (“Wesson Oil Products”) made from Genetically Modified Ingredients (“GMOs”) as “100% Natural” was unlawful. Conagra denies any and all wrongdoing of any kind whatsoever and has asserted various defenses that it believes are meritorious.
- If you resided in any of these eleven States and purchased Wesson Oil Products for your own personal, non-commercial, use in that state during these time periods, you may be eligible to participate in the proposed Settlement, if it is finally approved:

<u>STATE:</u>	<u>CLASS PERIOD:</u>
California	June 28, 2007 through July 1, 2017
Colorado	January 12, 2009 through July 1, 2017
Florida	January 12, 2008 through July 1, 2017
Illinois	January 12, 2007 through July 1, 2017
Indiana	January 12, 2006 through July 1, 2017
Nebraska	January 12, 2008 through July 1, 2017
New York	January 12, 2008 through July 1, 2017
Ohio	January 12, 2010 through July 1, 2017
Oregon	January 12, 2006 through July 1, 2017
South Dakota	January 12, 2006 through July 1, 2017
Texas	January 12, 2010 through July 1, 2017

- If you did not reside in any of these eleven States or did not purchase Wesson brand cooking oils in these states during these time periods, then you are not a Class Member and are not affected by this Action or this Settlement.
- The Settlement will provide payments to those who qualify. You will need to file a verified Claim Form to be eligible for a payment from the Settlement.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

<u>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u>		
<u>ACTION</u>	<u>EXPLANATION</u>	<u>DUE DATE</u>
SUBMIT A CLAIM FORM	Submitting a Valid Claim Form is the only way to get a payment from the Settlement.	Month Day, 2019
EXCLUDE YOURSELF	You will receive no payment from the Settlement. You will not be bound by the terms of the Settlement. This is the only option that allows you to ever be a part of any other lawsuit against the Defendant about the legal claims in this case.	Month Day, 2019
OBJECT	Write to the Court about why you do not like the Settlement.	Month Day, 2019
GO TO A HEARING	Ask to speak in Court about the Settlement.	Month Day, 2019 at X a/p.m.
FILE A NOTICE OF INTENT TO APPEAR AT THE FAIRNESS HEARING	You or your attorney may ask the Court for permission to speak at the Fairness Hearing.	Month Day, 2019
DO NOTHING	Get no payment. Give up rights to ever sue the Defendant about the legal claims in this case.	

- These rights and options—and the deadlines to exercise them—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, www.wessonoilsettlement.com, regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS:

BASIC INFORMATION

1. Why is there a notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?
6. Which Products are included in the Settlement?
7. What if I am still not sure if I am included in the Settlement?

SETTLEMENT BENEFITS – WHAT CLASS MEMBERS GET

8. What does the Settlement provide?
9. What can I get from the Settlement?

HOW TO GET A PAYMENT

10. How can I get a payment?
11. When would I get my payment?
12. What am I giving up to get a payment or to stay in the Settlement?

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14. If I don't exclude myself, can I sue the Defendant for the same thing later?
15. If I exclude myself, can I still get a Settlement payment?

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?
17. How will the lawyers be paid?

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THE COURT'S FAIRNESS HEARING

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IF YOU DO NOTHING

23. What happens if I do nothing at all?

GETTING MORE INFORMATION

24. How do I get more information?

BASIC INFORMATION

1. Why is there a notice?

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of this case is the United States District Court for Central District of California (the “Court”), and the case is called *In re ConAgra Foods, Inc.*, Case No. 2:11-cv-05379-CJC-AGR, MDL No. 2291. This case is assigned to United States District Judge Cormac J. Carney. The individuals who sued are called the Class Representatives, and the company they sued, Conagra Brands, Inc. (formerly ConAgra Foods, Inc.) (“Conagra”), is called the Defendant.

2. What is this lawsuit about?

The lawsuit alleges that the Defendant violated certain laws in the marketing, advertising and sale of Wesson Oil Products made from Genetically Modified Ingredients (“GMOs”) as “Natural.”

The Defendant denies any and all wrongdoing of any kind whatsoever and has asserted various defenses that it believes are meritorious.

3. Why is this a class action?

In a class action, one or more people called class representatives (in this case Robert Briseño and Michele Andrade for the California Class; Jill Crouch for the Colorado Class; Julie Palmer for the Florida Class; Pauline Michael for the Illinois Class; Cheri Shafstall for the Indiana Class; Dee Hooper-Kercheval for the Nebraska Class; Kelly McFadden and Necla Musat for the New York Class; Maureen Towey for the Ohio Class; Erika Heins for the Oregon Class; Rona Johnston for the South Dakota Class; and Anita Willman for the Texas Class), sue on behalf of people who have similar claims. All these people are a class or class members. Bringing a case, such as this one, as a class action allows adjudication of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Defendant denies that it did anything wrong. Instead, both sides, with the assistance of United States Magistrate Judge Douglas F. McCormick of the United States District Court for Central District of California acting as a mediator, have agreed to the Settlement. Both sides want to avoid the cost of further litigation. The Court has not decided in favor of the Class Representatives or the Defendant. The Class Representatives and their attorneys think the Settlement is best for the Classes.

WHO IS IN THE SETTLEMENT?

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

The Classes consist of all natural persons who resided in one of the following eleven States and purchased Wesson Oil Products in that State, for their own personal, non-commercial use, during the following time periods:

<u>STATE:</u>	<u>CLASS PERIOD:</u>
California	June 28, 2007 through July 1, 2017
Colorado	January 12, 2009 through July 1, 2017
Florida	January 12, 2008 through July 1, 2017

<u>STATE:</u>	<u>CLASS PERIOD:</u>
Illinois	January 12, 2007 through July 1, 2017
Indiana	January 12, 2006 through July 1, 2017
Nebraska	January 12, 2008 through July 1, 2017
New York	January 12, 2008 through July 1, 2017
Ohio	January 12, 2010 through July 1, 2017
Oregon	January 12, 2006 through July 1, 2017
South Dakota	January 12, 2006 through July 1, 2017
Texas	January 12, 2010 through July 1, 2017

Excluded from the Classes are: (a) governmental entities; (b) Conagra, and its affiliates, subsidiaries, employees, current and former officers, directors, agents, and representatives; (c) the members of the Court and its staff; and (d) Opt-Outs.

If you did not reside in any of these eleven States during these time periods or did not purchase Wesson brand cooking oils in these states, then you are not a Class Member and are not affected by this Action or this Settlement.

6. Which Products are included in the Settlement?

“Wesson Oil Products” means Wesson brand cooking oils, including Wesson Vegetable Oil, Wesson Canola Oil, Wesson Corn Oil, and Wesson Best Blend, all of which were marketed, advertised, and sold as “Natural” during the applicable Class Periods.

7. What if I am still not sure if I am included in the Settlement?

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, you should visit the Settlement Website, www.wessonoilsettlement.com, or call the Settlement Administrator toll-free at 1-833-291-1651.

SETTLEMENT BENEFITS – WHAT CLASS MEMBERS GET

8. What does the Settlement provide?

The settlement provides both injunctive relief and monetary damages to all Class members.

Injunctive Relief

In July 2017, approximately six years after this lawsuit began, Conagra removed the “100% Natural” claim from all Wesson labels, and stopped advertising the products as “natural.” Plaintiffs contend that this litigation was a significant factor leading to Conagra’s decision to institute labeling and marketing changes. Conagra contends its decision to change the label did not relate in any way to this litigation.

In November 2018, the Parties agreed to a settlement that included the entry of an injunction ordering that:

- Conagra will not advertise, market or sell Wesson Oil Products labeled as “natural” unless the FDA issues guidance or a regulation, or federal legislation is enacted, permitting use of a “natural” claim on a product containing oil derived from genetically engineered seed stock.
- Conagra will not advertise, market or sell Wesson Oil Products as “non-GMO” unless the claim is certified by an independent third-party certification organization.
- The Settlement does not preclude Conagra from making other changes to the advertising and marketing of

Wesson Oil Products, provided that those changes do not conflict with the provisions of the Settlement.

Approximately one month after the Parties reached this agreement, Conagra announced that it had agreed to sell the Wesson brand to Richardson International, a Canadian company. The sale was consummated on February 25, 2019. As a result of that sale, the Parties have revised the terms of the injunctive relief to clarify that it will apply to Conagra in the event it reacquires the Wesson brand.

The Parties agree that the value of this injunctive relief to the Classes is \$27,000,000.

Monetary Damages

The Settlement also provides the following monetary benefits to Class Members: (a) \$0.15 for each unit of Wesson Oils purchased by members of each of the eleven Classes to Households submitting Valid Claim Forms (with a maximum Household recovery of 30 units without proof of purchase); (b) an additional fund of \$575,000 to be allocated to members of the New York and Oregon state classes who submit Valid Claim forms, as compensation for the statutory damages provided for in the consumer protection laws of those states which Plaintiffs contend apply; and (c) an additional fund of \$10,000 to compensate members of each of the eleven Classes to Households submitting valid proof of purchase receipts for more than 30 purchases at \$0.15 for each such purchase above 30. Should \$10,000 be insufficient to cover such claims, Class Counsel shall pay the non-funded claims from any attorneys' fees awarded in this case; should the \$10,000 fund not be exhausted, the remaining funds will revert to category (b) above for payment to the New York and Oregon state Classes.

Recovery is limited to one Claim per Household, which means all persons residing at the same physical address.

9. What can I get from the Settlement?

ALL CLASS MEMBERS

Class Members who timely submit a valid approved claim are entitled to receive settlement compensation of Fifteen Cents (\$0.15) per unit of the Wesson Oil Product purchased during the relevant Class Period.

Class Members may submit a claim for up to a maximum of 30 units per Household without proof of purchase. Class Members who provide proof of purchase receipts for more than 30 units to the satisfaction of the Settlement Administrator may receive settlement compensation of Fifteen Cents (\$0.15) for all units with receipts.

Proof of Purchase means an itemized retail sales receipt showing, at a minimum, the purchase of the Product, and the date, place and amount of purchase.

Only one (1) Claim Form can be submitted per Household, which is defined as all persons residing at the same physical address.

NEW YORK AND OREGON CLASS MEMBERS

The Settlement includes a \$575,000 fund to be allocated solely among New York and Oregon Class Members who submit valid claim forms, in proportion to the number of units they purchased at retail during the relevant time period. This fund is to compensate New York and Oregon Class Members for the statutory damages provided for in the consumer protections laws of those states that Plaintiffs contend apply.

HOW TO GET A PAYMENT

10. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must complete and submit a timely Claim Form. You can complete and submit your Claim Form online at the Settlement Website, www.wessonoilsettlement.com. The

Claim Form can be downloaded from the Settlement Website, as well. You can also request a Claim Form be sent to you by sending a written request to the Settlement Administrator by mail or by email:

By Mail: Wesson Oil Settlement, c/o JND Legal Administration, P.O. Box 91249, Seattle, WA 98111-9349

By Email: info@SettlementWebsite.com

Please read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than _____, 2019 to the Settlement Administrator: Wesson Oil Settlement, c/o JND Legal Administration, P.O. Box 91249, Seattle, WA 98111-9349, or submit your Claim Form online at the Settlement Website, www.wessonoilsettlement.com, by _____, 2019.

If you do not submit a Valid Claim Form by the deadline, you will not receive a payment, but you will be bound by the Court's judgment in this Action.

11. When would I get my payment?

Payments will be made to Class Members who submit valid and timely Claim Forms after the Court grants "final approval" to the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It's always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

12. What am I giving up to get a payment or stay in the Settlement?

If you are a Class Member, unless you exclude yourself from the Settlement, you cannot sue the Defendant, continue to sue, or be part of any other lawsuit against the Defendant about the claims released in this Settlement. It also means that all the decisions by the Court will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement and describe the legal claims that you give up if you stay in the Settlement. The Released Claims shall not include any claim against the Released Parties for bodily injury allegedly suffered in connection with the purchase or use of the Wesson Oil Products. The Settlement Agreement is available at the Settlement Website, www.wessonoilsettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the Settlement or you want to keep the right to sue or continue to sue the Defendant on your own about the claims released in this Settlement, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as "opting out" of the Settlement.

13. How do I get out of the Settlement?

To exclude yourself (or "Opt-Out") from the Settlement, you must complete and mail to the Settlement Administrator a written request. The request to opt out must:

- bear the handwritten signature of the Class Member seeking to opt out;
- set out the Class Member's full legal name, valid mailing address, and functioning telephone number;
- state that the Class Member has reviewed and understood the Class Notice and chooses to be excluded from the Settlement; and
- provide the name of and contact information for the Class Member's attorney, if represented by an attorney.

You must mail your exclusion request, postmarked no later than _____, 2019 to:

Wesson Oil Settlement
Exclusions
c/o JND Legal Administration
P.O. Box 91250
Seattle, WA 98111-9350

You cannot exclude yourself by telephone or by e-mail. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) the Defendant and the other Released Parties about the claims in this lawsuit.

No person or entity may opt-out on behalf of another Class Member. No class-wide, mass opt-outs, or opt-outs signed by attorneys are permitted.

If you don't include the required information or timely submit your request for exclusion, you will remain a Class Member and will not be able to sue the Defendant about the claims in this lawsuit.

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

No. Unless you exclude yourself, you give up any right to sue the Defendant 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 Settlement to continue your own lawsuit. If you properly exclude yourself from the Settlement, you shall not be bound by any orders or judgments entered in the Action relating to the Settlement.

15. If I exclude myself, can I still get a Settlement payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court has appointed DiCello Levitt Gutzler LLC and Milberg Tadler Phillips Grossman LLP as 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.

17. How will the lawyers be paid?

Class Counsel will file a motion on or before _____, 2019 seeking an award of up to \$6,850,000 in fees and expenses, as well as service awards of up to (a) \$3,000 for each of the six Class Representatives whose depositions were taken by Conagra (Robert Briseño, Michele Andrade, Jill Crouch, Pauline Michael, Necla Musat, and Maureen Towey) and (b) \$1,000 for each of the seven whose depositions were not taken (Julie Palmer, Cheri Shafstall, Dee Hooper-Kercheval, Kelly McFadden, Erika Heins, Rona Johnston, and Anita Willman). The Court will determine the amounts of fees, expense and service awards, which will be paid by Conagra separately from the monetary relief paid to the Classes. Plaintiffs' Counsel spent considerable time and effort prosecuting this matter on a purely contingent fee basis, and advanced the expenses of the litigation, in the expectation that they would receive a fee, and have expenses reimbursed, only if there was a benefit created for the Classes. Class Counsel represents that the requested attorneys' fees are less than their billable hourly fees would have been had the case not been pursued on a contingent-fee basis.

After Class Counsel's motion for attorneys' fees and expenses is filed on or before _____, 2019, it will

be posted on the settlement website at www.wessonoilsettlement.com. You will have an opportunity to comment on this fee request.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court if I do not like the Settlement?

Any Class Member who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement under Federal Rule of Civil Procedure 23. Each Class Member who wishes to object to any term of this Settlement must do so, in writing, by filing a written objection with the Clerk of the Court and mailing it to Class Counsel, counsel for Conagra, and the Settlement Administrator.

The written objection must include: (a) copies of any materials that the objector intends to submit to the Court or present at the Fairness Hearing; (b) be personally signed by the objector and, if represented by counsel, by his or her counsel; (c) include information or documents sufficient to show that the objector is a Class Member; and (d) clearly state in detail (i) the legal and factual ground(s) for the objection, (ii) the objecting Class Member's name, mailing address, email address, and telephone number, (iii) whether it applies only to the objector, to a specific subset of the class, or to the entire class, (iv) if represented by counsel, such counsel's name, email address, mailing address, and telephone number, (v) any request to present argument to the Court at the Fairness Hearing; (vi) previous objections that the objecting Class Member has filed in class action settlements in the past five years and the results of those objections (including any settlements that were reached concerning his or her objection); and (vii) previous objections that the objecting Class Member's counsel has filed either in a representative capacity or on their own behalf in the past five years (including any settlements that were reached concerning those objections).

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Class Counsel and Defendant's Counsel no later than _____, 2019 at the following addresses:

<p><u>Clerk of the Court</u></p> <p>Office of the Clerk United States District Court for the Central District of California 350 W. 1st Street, Suite 4311 Los Angeles, CA 90012</p>	<p><u>Class Counsel</u></p> <p>Ariana J. Tadler Milberg Tadler Phillips Grossman LLP One Penn Plaza, Suite 1920 New York, NY 10119</p>
<p><u>Counsel for Conagra</u></p> <p>Angela M. Spivey Alston & Bird One Atlantic Center 1201 W Peachtree Street, NE Atlanta, GA 30309-1404</p>	<p><u>Class Counsel</u></p> <p>Adam J. Levitt DiCello Levitt Gutzler LLC Ten North Dearborn Street, Eleventh Floor Chicago, IL 60602</p>

19. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on _____, 2019 at ____:____.m. at the United States Courthouse, 350 W. 1st Street, Courtroom 7C, Los Angeles, CA 90012.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear." Your request must be filed with the Clerk of the Court and served on Class Counsel and Defendant's Counsel no later than _____, 2019.

Any such request must state the name, address, and telephone number of the Class Member, as well as the name, address, and telephone number of the person that shall appear on his or her behalf. Any request for appearance that fails to satisfy these requirements, or that has otherwise not been properly or timely submitted, shall be deemed ineffective and a waiver of such Class Member's rights to appear and to comment on the Settlement at the Fairness Hearing. Only the Parties, Class Members, or their counsel may request to appear and be heard at the Fairness Hearing. Persons or entities that opt out may not request to appear and be heard at the Fairness Hearing.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the legal issues in this case, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at the Settlement Website, www.wessonoilsettlement.com. If you have additional questions or want to request a Claim Form, you can visit the Settlement Website or contact the Settlement Administrator:

By Mail: Wesson Oil Settlement, c/o JND Legal Administration, P.O. Box 91249, Seattle, WA 98111-9349

By Email: info@wessonoilsettlement.com

By Phone Toll-Free: 1-833-291-1651.

Updates will be posted at the Settlement Website, www.wessonoilsettlement.com, as information about the Settlement process becomes available.

For a more detailed statement of the matters involved in the litigation or the Settlement, you may review the various

documents on the Settlement Website, www.wessonoilsettlement.com, and/or the other documents filed in this case by visiting (during business hours) the clerk's office at the United States District Court for the Central District of California, First Street Courthouse, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012, File: *In re ConAgra Foods, Inc*, Case No. 2:11-cv-05379-CJC-AGR, or by accessing the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

PLEASE DO TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS.

Dated: _____, 2019

By Order of the Court
United States District Court
Central District of California

CLAIM FORM INSTRUCTIONS

<i>Your claim must be either submitted online or postmarked and mailed by: _____, 2019</i>	Wesson Oil Settlement c/o JND Legal Administration P.O. Box 91249 Seattle, WA 98111-9349 Website: www.wessonoilsettlement.com	WESSON OIL
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Instructions for Completing the Claim Form

You are eligible to submit a Claim Form if you resided in any of these eleven States* and purchased Wesson brand cooking oils, including Wesson Vegetable Oil, Wesson Canola Oil, Wesson Corn Oil, and Wesson Best Blend (“Wesson Oil Products”), in that state for your own personal, non-commercial use during these time periods:

<u>State:</u>	<u>Class Period:</u>
California	June 28, 2007 through July 1, 2017
Colorado	January 12, 2009 through July 1, 2017
Florida	January 12, 2008 through July 1, 2017
Illinois	January 12, 2007 through July 1, 2017
Indiana	January 12, 2006 through July 1, 2017
Nebraska	January 12, 2008 through July 1, 2017
New York	January 12, 2008 through July 1, 2017
Ohio	January 12, 2010 through July 1, 2017
Oregon	January 12, 2006 through July 1, 2017
South Dakota	January 12, 2006 through July 1, 2017
Texas	January 12, 2010 through July 1, 2017

Class Members who timely submit a Valid Claim Form are entitled to receive settlement compensation of Fifteen Cents (\$0.15) per unit of the Wesson Oil Product purchased during the relevant Class Period, up to a maximum of thirty (30) units per Household without providing proof of purchase receipts. With proof of purchase receipts, there is no limit on the number of units for which Class Members are entitled to receive settlement compensation. Proof of purchase means an itemized retail sales receipt showing, at a minimum, the purchase of the Product, and the date, place and amount of purchase. Household means all persons residing at the same physical address.

Additional Fund for Residents of New York and Oregon: The Settlement includes a \$575,000 fund to be allocated solely among New York and Oregon Class Members — those individuals who resided in New York or Oregon during the class periods and purchased Wesson brand cooking oils in those states during the class periods — who submit Valid Claim Forms. This fund is to compensate New York and Oregon Class Members for the statutory damages provided for in the consumer protections laws of those states which Class Counsel would seek at trial. Participation in the separate fund for New York and Oregon Class Members requires verification of the city or town in which the purchases were made in either New York or Oregon, in Section C of this Claim Form.

* If you did not reside in any of these eleven States or did not purchase Wesson brand cooking oils in these states during these time periods, do not submit this Claim Form. You are not a Class Member and are not affected by this Action or this Settlement.

Only one (1) Claim Form may be submitted per Household, which is defined as all persons residing at the same physical address.

On or before _____, 2019, your completed Claim Form must be either submitted online at www.wessonoilsettlement.com or postmarked and mailed to:

Wesson Oil Settlement
c/o JND Legal Administration
P.O. Box 91249
Seattle, WA 98111-9349

You must complete the entire Claim Form and sign the Claim Form under penalty of perjury. If you are submitting purchase receipts in support of your Claim Form, provide copies of those receipts. Do not submit original receipts, as they will not be returned to you.

ALL CLAIMS ARE SUBJECT TO VERIFICATION

PLEASE KEEP A COPY OF YOUR COMPLETED CLAIM FORM FOR YOUR RECORDS.

<u>CLAIM FORM</u>		
<i>Your claim must be either submitted online or postmarked and mailed by:</i> _____, 2019	Wesson Oil Settlement c/o JND Legal Administration P.O. Box 91249 Seattle, WA 98111-9349 Website: www.wessonoilsettlement.com	WESSON OIL

SECTION A: NAME AND CONTACT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

First Name	Last Name	
Physical Address (Street Address, Including Apartment or Unit Number)		
City	State	Zip Code
Email Address	Phone Number	

SECTION B: PURCHASE INFORMATION

Check the box below to verify the State[†] where your Household resided and where you purchased Wesson Oil Products for your own personal, non-commercial use during the applicable Class Period:

	<u>State:</u>	<u>Class Period:</u>
<input type="checkbox"/>	California	June 28, 2007 through July 1, 2017
<input type="checkbox"/>	Colorado	January 12, 2009 through July 1, 2017
<input type="checkbox"/>	Florida	January 12, 2008 through July 1, 2017
<input type="checkbox"/>	Illinois	January 12, 2007 through July 1, 2017
<input type="checkbox"/>	Indiana	January 12, 2006 through July 1, 2017
<input type="checkbox"/>	Nebraska	January 12, 2008 through July 1, 2017
<input type="checkbox"/>	New York**	January 12, 2008 through July 1, 2017

[†] If you did not reside in any of these eleven States during these time periods, do not submit this Claim Form. You are not a Class Member and are not affected by this Action or this Settlement.

	<u>State:</u>	<u>Class Period:</u>
<input type="checkbox"/>	Ohio	January 12, 2010 through July 1, 2017
<input type="checkbox"/>	Oregon**	January 12, 2006 through July 1, 2017
<input type="checkbox"/>	South Dakota	January 12, 2006 through July 1, 2017
<input type="checkbox"/>	Texas	January 12, 2010 through July 1, 2017

** Note: Participation in the separate fund for New York or Oregon state consumers requires verification of the city or town in which the purchases were made in either New York or Oregon. If you are a New York or Oregon purchaser, you must complete Section C of this Claim Form.

If your Household address at the time of purchase of Wesson Oil Products during the above applicable Class Period **differs from the address provided above**, provide your Household address at the time of purchase below:

Household Address (Physical Address, Including Apartment or Unit Number)

City

State

Zip Code

- ☐ Check this box to verify that only one Claim Form has been submitted per Household, which is defined as all persons residing at the same physical address.

List in the box below the total number of units of Wesson Oil Product you purchased in the state selected above during the applicable Class Period:

Units

- ☐ Check this box to verify that each of the above purchase units were for private, household use, and not purchases for commercial use or catering operations.
- ☐ Check this box if you are providing proof of purchase receipts in support of your Claim Form. You may submit a claim for up to 30 units without providing proof of purchase. There is no limit on the number of units you can claim for which you submit proof of purchase. Proof of purchase means itemized retail sales receipts showing, at a minimum, the name of the product, and the date, place, and amount of purchase.

SECTION C: PURCHASE INFORMATION FOR NEW YORK AND OREGON PURCHASERS ONLY

If you did not reside in either New York or Oregon and make purchases in those states, skip this section and go to Section D.

- ☐ Check this box if you are a New York or Oregon Class Member to verify state residence and provide in the box below the city or town where your purchases were made:

<u>City or Town where purchases were made during the applicable Class Period:</u>	<u>State (NY or OR)</u>

SECTION D: CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information provided in this Claim Form, and any attachments, is true and correct to the best of my knowledge, information and belief. I understand the Settlement Administrator may contact me to request further verification of the information provided in this Claim Form.

Signed: _____ Date: _____

Full Printed Name: _____

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

IN RE CONAGRA FOODS, INC.

Case No. CV 11-05379-CJC (AGR_x)

MDL No. 2291

**DECLARATION OF JENNIFER M.
KEOUGH REGARDING PROPOSED
NOTICE PROGRAM**

I, JENNIFER M. KEOUGH, declare as follows:

INTRODUCTION

1. I am the Chief Executive Officer (“CEO”) of JND Legal Administration LLC (“JND”). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees, and if called upon to do so, I could and would testify competently thereto.

2. I have more than 20 years of legal experience creating and supervising notice and claims administration programs and have personally overseen well over 500 matters. A summary overview of my experience is attached hereto as Exhibit A. A more comprehensive description of my experience is available on request.

3. JND is a legal administration service provider with headquarters in Seattle, Washington. JND has extensive experience with all aspects of legal administration and has administered hundreds of class action settlements.

4. As CEO, I am involved in all facets of JND’s operation, including monitoring the implementation of our notice and claims administration programs.

5. I submit this Declaration at the request of Counsel in the above-referenced litigation to describe the proposed Notice Program, attached hereto as Exhibit B, and address why it is consistent with other best practicable court-approved notice programs and the requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”) and the Federal Judicial Center (“FJC”) guidelines for best practicable due process notice.

RELEVANT EXPERIENCE

6. JND is one of the leading legal administration firms in the country. JND’s class action division provides all services necessary for the effective implementation of class action settlements including: (1) all facets of legal notice, such as outbound mailing, email notification, and the design and implementation of media programs, including through digital and social media platforms; (2) website design and deployment, including on-line claim filing capabilities; (3) call center and other contact support; (4) secure class member data management; (5) paper and electronic claims processing; (6) calculation design and programming; (7) payment disbursements through check, wire, PayPal, merchandise credits, and other means; (8) qualified settlement fund tax reporting; (9) banking services and reporting; and (10) all other functions related to the secure and accurate administration of class action settlements.

7. JND was recently approved as a vendor for the United States Securities and Exchange Commission (“SEC”) as well as by the Federal Trade Commission (“FTC”). We also have Master Services Agreements with various law firms, corporations, banks, and other government agencies, which were only awarded after JND underwent rigorous reviews of our systems, privacy policies, and procedures. JND has also been certified as SOC 2 compliant by noted accounting firm Moss Adams. Finally, JND has been recognized by various publications, including the *National Law Journal*, the *Legal Times*, and, most recently, the *New York Law Journal*, for excellence in class action administration.

8. JND and its principals have extensive experience handling Settlements in courts throughout the 9th Circuit including, but not limited to: *Hernandez v. Experian Information Solutions, Inc.*, Case No. 05-cv-1070-DOC (MLGx) (C.D. Cal.); *Chester v. The TJX Co., Inc.*, Case No. 5:15-cv-01437-DDP-DTBx (C.D. Cal.); *Gragg v. Orange CAB Co., Inc.*, Case No. CV 12-576 RSL (W.D. Wash.); *Kellgren, et al., v. Petco Animal Supplies, Inc., et al.*, Case No. 3:13-cv-00644-L-KSC (S.D. Cal.); *Nozzi, et al., v. Housing Authority of the City of Los Angeles, et al.*, Case No. CV 07-0380-PA-FFMx (C.D. Cal.); *Kissel v. Code42 Software, Inc., et al.*, Case No. SACV 15-1936-JLS (KES) (C.D. Cal.); *Harris, et al., v. Amgen, Inc., et al.*, Case No. CV 07-05442-PSG(PLAx) (C.D. Cal.); *In re: Resonant Inc. Securities Litigation*, Case No. 15-cv-01970-SJO-MRW (C.D. Cal.); *Scherer v. Tiffany & Co.*, Case No. 11-cv-00532 (S.D. Cal.); *Seebrook v. The Children's Place Retail Stores*, Case No. 11-cv-00837 (N.D. Cal.); *Fleury v. Richemont North America, Inc. (Cartier)*, Case No. 05-cv-04525 (N.D. Cal.); *Howell v. Checkr, Inc.*, Case No. 3:17-cv-04305-SK (N.D. Cal.); *Lloyd v. CVB Financial Corp., et al.*, Case No. 10-cv-06256-CAS-PJW (C.D. Cal.); *In re Intuit Data Litigation*, Case No. 15-cv-1778-EJD (N.D. Cal.); *DeFrees, et al. v. John C. Kirkland, et al. and U.S. Aerospace, Inc.*, Case No. 11-cv-04272-JLS-SP (C.D. Cal.); *McKibben, et al. v. McMahon, et al.*, Case No. 14-cv-02171-JGB-SP (C.D. Cal.); *Schwartz v. Opus Bank et al.*, Case No. 16-cv-07991-AB-JPR (C.D. Cal.); *Paggos v. Resonant, Inc. et al.*, Case No. 15-cv-01970-SJO (MRW) (C.D. Cal.); *Wahl v. Yahoo! Inc. d/b/a Rivals.com*, Case No. 17-cv-02745-BLF (N.D. Cal.); *del Toro Lopez v. Uber Technologies, Inc.*, Case No. 17-cv-06255-YGR (N.D. Cal.); *In re Yahoo! Inc. Securities Litigation*, Case No. 17-cv-00373 (N.D. Cal.); *Connolly v. Umpqua Bank*, Case No. C15-517-TSZ (W.D. Wash.).

9. The principals of JND, including myself, collectively have over 75 years of experience in class action legal and administrative fields. We have personally overseen some of the most complex legal administration programs including: \$20 billion Gulf Coast Claims Facility; \$10 billion Deepwater Horizon BP Settlement; \$6.15 billion WorldCom Securities Settlement; \$3.4 billion Indian Trust (the largest U.S. Government class action ever); and \$3.05 billion VisaCheck/MasterMoney Antitrust Settlement.

10. In the past several months alone, JND has been appointed Notice Expert in the following matters: *Linneman, et al. v. Vita-Mix Corp.*, Case No. 15-cv-748 (S.D. Ohio); *In re Intuit Data Litig.*, Case No. 15-cv-1778-EJD (N.D. Cal.); *In re Broiler Chicken Antitrust Litig.*, Case No. 1:16-cv-08637 (N.D. Ill.); *McWilliams v. City of Long Beach*, Case No. BC361469 (Cal. Super. Ct.); *Granados v. County of Los Angeles*, Case No. BC361470 (Cal. Super. Ct.); *Finerman v. Marriott Ownership Resorts, Inc.*, Case No. 3:14-cv-1154-J-32MCR (M.D. Fla.); *Huntzinger et al. v. Suunto Oy et al.*, Case No. 37-2018-00027159-CU-BT-CTL (Cal. Super. Ct.); and *Dover v. British Airways, PLC (UK)*, Case No. 12-5567 (E.D.N.Y.). I have also been appointed as the Independent Claims Administrator by the United States District Court for the Northern District of California in *Allagas v. BP Solar Int'l, Inc.*, Case No. 14-cv-00560.

11. JND's legal notice team, which operates under my direct supervision, researches, designs, develops, and implements a wide array of legal notice programs to meet the requirements of Rule 23 and relevant state court rules. Our notice campaigns, which are regularly approved by courts throughout the United States, use a variety of media including newspapers, press releases, magazines, trade journals, radio, television, social media and the internet. The media proposed depends on the circumstances and allegations of the case, the demographics of the class, and the habits of its members, as reported by various research and analytics tools. During my career, I have submitted several hundred affidavits to courts throughout the country attesting to our role in the creation and launch of various media programs.

NOTICE PLAN OVERVIEW

12. The objective of the Notice Program is to provide notice of the proposed Settlement to members of the following Settlement Classes, which are limited by the applicable statute of limitations periods established by the laws of the eleven states ("Class States"):

- a. California Class: all natural persons who resided in the State of California and purchased Wesson Oil Products in California, for personal, non-commercial use, between June 28, 2007 and July 1, 2017 ("California Class Period").
- b. Colorado Class: all natural persons who resided in the State of Colorado and purchased Wesson Oil Products in Colorado, for personal, non-commercial use, between January 12, 2009 and July 1, 2017 ("Colorado Class Period").

- c. Florida Class: all natural persons who resided in the State of Florida and purchased Wesson Oil Products in Florida, for personal, non-commercial use, between January 12, 2008 and July 1, 2017 (“Florida Class Period”).
- d. Illinois Class: all natural persons who resided in the State of Illinois and purchased Wesson Oil Products in Illinois, for personal, non-commercial use, between January 12, 2007 and July 1, 2017 (“Illinois Class Period”).
- e. Indiana Class: all natural persons who resided in the State of Indiana and purchased Wesson Oil Products in Indiana, for personal, non-commercial use, between January 12, 2006 and July 1, 2017 (“Indiana Class Period”).
- f. Nebraska Class: all natural persons who resided in the State of Nebraska and purchased Wesson Oil Products in Nebraska, for personal, non-commercial use, between January 12, 2008 and July 1, 2017 (“Nebraska Class Period”).
- g. New York Class: all natural persons who resided in the State of New York and purchased Wesson Oil Products in New York, for personal, non-commercial use, between January 12, 2008 and July 1, 2017 (“New York Class Period”).
- h. Ohio Class: all natural persons who resided in the State of Ohio and purchased Wesson Oil Products in Ohio, for personal, non-commercial use, between January 12, 2010 and July 1, 2017 (“Ohio Class Period”).
- i. Oregon Class: all natural persons who resided in the State of Oregon and purchased Wesson Oil Products in Oregon, for personal, non-commercial use, between January 12, 2006 and July 1, 2017 (“Oregon Class Period”).
- j. South Dakota Class: all natural persons who resided in the State of South Dakota and purchased Wesson Oil Products in South Dakota, for personal, non-commercial use, between January 12, 2006 and July 1, 2017 (“South Dakota Class Period”).
- k. Texas Class: all natural persons who resided in the State of Texas and purchased Wesson Oil Products in Texas, for personal, non-commercial use, between January 12, 2010 and July 1, 2017 (“Texas Class Period”).

13. Excluded from the Classes are: (a) governmental entities; (b) Conagra, and its affiliates, subsidiaries, employees, current and former officers, directors, agents, and representatives; (c) the members of the Court and its staff; and (d) Opt-Outs.

14. It is our understanding that contact information is not readily available for Class Members. As a result, JND designed a Notice Program that will effectively reach unknown Class Members in the Class States through a consumer media campaign. JND’s proposed Notice Program consists of a print effort in the national edition of a leading consumer magazine (*People*); a heavy digital effort geographically focused on the Class States that includes the leading digital network (Google Display Network) and the top social platform (Facebook); newspaper notice placements in the *Los Angeles Daily News* to fulfill

California's Consumers Legal Remedies Act (CLRA) notice requirements; an internet search effort on a top search engine site (Google); a press release that will be distributed to media outlets nationwide; and the establishment of a settlement website and toll-free phone number from which Class Members may receive additional information about the Settlement. The print and digital media effort alone is designed to reach 70% of potential Class Members.¹ The CLRA notice placements, internet search effort and the distribution of the press release will enhance reach beyond the estimated 70%.

TARGET ANALYSIS

15. JND utilizes reputable advertising media research tools when analyzing our target, selecting media and determining the effectiveness of our media plans. GfK Mediamark Research & Intelligence, LLC (MRI)² data was used to analyze demographic and media usage for households located in the Class States that purchased Wesson Best Blend or Wesson Vegetable Oil in the past six months ("Wesson Oil Consumers in the Class States"). According to MRI data, the majority of Wesson Oil Consumers in the Class States are: 25 years of age or older (91.0%), from households with incomes less than \$150,000 (84.5%), White (68.5%), and women (52.4%). Compared to the general adult population, Wesson Oil Consumers in the Class States are more likely to be: 45 years of age or older, Spanish-speakers, and Black/African American or Spanish/Hispanic/Latino descent/origin.

16. U.S. Census data was also studied, indicating a mobility rate ranging between 10.8-12.7% during the 2006-2017 Class period, of which 14.7-19.3% moved out of state. Therefore, JND considered the fact that some Class Members may no longer reside within the Class States. As a result, for media

¹ Reach is the net, unduplicated percent of potential Class Members who have an opportunity to be exposed to notice at least one time over the course of the notice campaign.

² MRI is a nationally accredited research firm that provides consumer demographics, product and brand usage, and audience/exposure in all forms of advertising media. Established in 1979, MRI measures the usage of nearly 6,000 product and service brands across 550 categories, along with the readership of hundreds of magazines and newspapers, internet usage, television viewership, national and local radio listening, yellow page usage, and out-of-home exposure. Based on a yearly face-to-face interview of 26,000 consumers in their homes, MRI's Survey of the American Consumer™ is the primary source of audience data for the U.S. consumer magazine industry and the most comprehensive and reliable source of multi-media audience data available.

buying and reach calculating purposes, a broad target of adults 18 years of age or older (“Adults 18+”) in the Class States will be used and internet impressions will be allocated based on the age breakdown of Wesson Oil Consumers in the Class States.³ In addition, an emphasis will be placed on reaching Spanish-speaking Class Members and some nationwide notice tactics will be considered to reach Class Members who now reside outside of the Class States.

17. In terms of media usage, MRI data indicates that 85% of Wesson Oil Consumers in the Class States use the internet in a 30-day period, with 74% looking at or using the internet on their cellphone or smartphone. As a result, JND’s proposed plan relies heavily on digital notice efforts geographically targeted to the Class States. Given that 15% of likely Class Members *do not* use the internet in a 30-day period and the fact that some Class Members may no longer reside within the Class States, a national print effort is also proposed.

NOTICE PLAN DETAILS

18. **Print Notice:** JND will place a minimum third page notice in the national edition of *People*, a leading weekly entertainment magazine. *People* provides readership to over 38 million adults nationwide, reaching 15.5% of Adults 18+ and 17.6% of Wesson Oil Consumers in the Class States. Its readers are also 14% more likely to be Wesson Oil Consumers in the Class States, as compared to the general population. *People* extends reach among a broad demographic segment, including Class Members who may not use the internet as frequent, as well as those who may no longer reside in the Class States.

19. **Digital Notice:** JND will implement a digital notice effort that includes notice placements on GDN and Facebook. The digital effort will deliver approximately 194 million impressions to Adults 18+ in the Class States. Parameters will be set up for each state specifically, so that impressions will be designated based on the state’s population. Impressions will also be allocated

³ Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. Impressions are a gross or cumulative number that may include the same person more than once. As a result, impressions can and often do exceed the population size

based on MRI's demographic age breakdown of Wesson Oil Consumers in the Class States (i.e. (approximately), 9% to Adults 18-24 years of age, 14% to Adults 25-34 years of age, 16% to Adults 35-44 years of age, 19% to Adults 45-54 years of age, 20% to Adults 55-64 years of age, and 22% to Adults 65 years of age or older). In addition, nearly 12% of GDN impressions will target Spanish Adults 18+. Activity will run across all devices (i.e., desktop, laptop, tablet, and mobile), with a heavy emphasis on mobile, over a 12-week period.

20. **CLRA Notice**: To fulfill the CLRA notice requirement, JND will place an approximately quarter page notice once per week, over four consecutive weeks in the *Los Angeles Daily News*.

21. **Internet Search**: Web browsers frequently default to a search engine pages like Google, Bing or Yahoo!, making search engines a common source to get to a specific website (i.e., as opposed to typing in the desired URL in the navigation bar). As a result, JND will implement an internet search effort with Google. When purchased keywords related to the case are searched, a paid ad with a hyperlink to the case website may appear on the search engine results page. Efforts will be monitored and optimized so that ads appear above or below organic search results generating the most click-throughs to the case website. The internet search effort enhances notice exposure nationwide and allows Class Members who may be searching about the case to readily find a direct link to the case url.

22. **Press Release**: JND will distribute a press release in English and Spanish that will be issued to approximately 11,000 English media outlets and approximately 150 Spanish media outlets nationwide. The press release will provide information about the settlement and allow for additional notice exposure.

23. **Settlement Website**: JND will develop an informational, interactive, settlement website that will allow Class Members to obtain more information about the Settlement, including relevant pleadings, settlement documents, any applicable deadlines, the Posted Notice, and a notice in Spanish for Spanish-speaking Class Members. The Settlement website will have an easy-to-navigate design and will be formatted to emphasize important information and deadlines.

24. The Settlement website will be optimized for mobile visitors so that information loads quickly on mobile devices and will also be designed to maximize search engine optimization through Google and other search engines. Keywords and natural language search terms will be included in the site's metadata to maximize search engine rankings. Visitors to the Settlement website will have the ability to download a Claim Form or submit one electronically.

25. **Settlement Toll-Free Number:** JND will establish and maintain a 24-hour, toll-free telephone line where callers may obtain information about the Settlement.

NOTICE REACH

26. To calculate the reach of the Notice Program, JND used MRI and a comScore reach platform with a total Adult 18+ population base, as opposed to an internet population base which would result in fewer impressions and would inflate the overall reach calculation.⁴ According to these two reputable resources, the proposed Notice Plan will reach 70% of likely Class Members on average 2.6 times each. The CLRA notice placements, internet search effort and the press release will enhance reach beyond the estimated 70%.⁵

NOTICE DESIGN AND CONTENT

27. I have reviewed the proposed notice documents and believe they are in plain language and comply with the Federal Judicial Center's guidelines for class action notices. They contain easy-to-read summaries of the Settlement and the options that are available to each potential Class Member. The notices also provide instructions on how to get more information about the Settlement.

⁴ comScore is a leading cross-platform measurement and analytics company that precisely measures audiences, brands and consumer behavior everywhere, capturing 1.9 trillion global interactions monthly. comScore's proprietary digital audience measurement methodology allows marketers to calculate audience reach in a manner not affected by variables such as cookie deletion and cookie blocking/rejection, allowing these audiences to be reached more effectively. comScore operates in more than 75 countries, serving over 3,200 clients worldwide.

⁵ The FJC's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide considers 70-95% reach among class members reasonable.

NOTICE TIMELINE

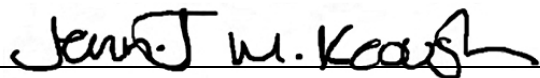
28. JND will commence the media campaign within 10 days of a court order directing notice. The media campaign will run for a period of 84 days (i.e., 12 weeks). JND will activate the settlement website and toll-free number no later than one day before First Publication of Class Notice. The proposed objection and exclusion deadlines are 114 days after First Publication of Class Notice, and the final approval hearing on or after 165 days after First Publication of Class Notice. 30 days are allowed from the last notice appearance and the first court deadline (i.e., the exclusion/objection deadline); therefore, in my opinion, the proposed notice timeline allows adequate time for Class Members to review the notice and make an informed decision regarding the Settlement.

CONCLUSION

29. In JND's opinion, the Notice Program as described herein provides the best notice practicable under the circumstances; is consistent with the requirements of Rule 23 and all applicable court rules; and is consistent with other similar court-approved notice programs. The Notice Program is designed to reach at least 70% of likely Class Members via the digital notice effort alone and provide them with the opportunity to review a notice and the ability to easily take next steps to learn more about the Settlement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 11, 2019, in Seattle, Washington.


JENNIFER M. KEOUGH

— EXHIBIT A —
Jennifer Keough's
Bio

As Chief Executive Officer, Ms. Keough has a hand in all facets of JND's business, from day-to-day processes to high-level strategy. Ms. Keough is recognized by practitioners on both sides of the aisle as an expert in all facets of class action administration, from notice through distribution. She has testified on settlement matters in many courts nationally and before the Senate Committee for Indian Affairs.

With more than 20 years of legal and administration experience, Jennifer has directly overseen hundreds of high-profile engagements, including such landmark matters as the BP Deepwater Horizon Settlement, Cobell Indian Trust Settlement, Engle Smokers Trust Fund, Gulf Coast Claims Facility, and Stryker Modular Hip Settlement. Since forming JND with her partners, Jennifer has been appointed notice expert in a number of high-profile matters and was appointed by the United States District Court for the Northern District of California as the Independent Claims Administrator ("ICA") supervising the notice and administration of a settlement involving inspection, remediation and replacement of solar panels on homes and businesses throughout the United States.

Prior to forming JND, Jennifer was COO and executive vice president for one of the then largest legal administration firms in the country. Previously, Jennifer worked as a class action business analyst at Perkins Coie, responsible for managing complex class action settlements and remediation programs, including the selection, retention and supervision of legal administration firms.

Jennifer earned her J.D. from Seattle University. She also graduated from Seattle University with a B.A. and M.S.F. with honors. In 2013, she was profiled in a CNN article, "What Changes With Women in the Boardroom." In 2015 and 2017, she was named a "Woman Worth Watching" by Profiles in Diversity Journal. In 2017, she was also named a female entrepreneur of the year in the 14th annual Stevie Awards for Women in Business. Jennifer is frequently invited to speak on class action issues and has written numerous articles in her areas of expertise.

JENNIFERKEOUGH

CHIEF EXECUTIVE OFFICER, FOUNDER

jennifer.keough@JNDLA.com

www.linkedin.com/in/jennifer-keough



— EXHIBIT B —
Notice Plan



Briseno v. Conagra Foods, Inc.

Objective:

The objective of the proposed Notice Plan is to provide the best notice practicable, consistent with the requirements set forth in Rule 23 of the Federal Rules of Civil Procedure and all applicable state laws and court rules. The methods and tools used in developing this Notice Plan have been employed in many other court-approved notice programs.

Case Information:

The proposed Notice Plan is based on the following case information:

1. Plaintiffs challenged Conagra's use of the term "natural" on the labels of Wesson oil products because the products are made from genetically modified crops (GMOs).
2. Conagra removed the "natural" claim from Wesson labels in July 2017.
3. Class members must be reached through a consumer media campaign.
4. It is our understanding that the class action alleges violations of California's Consumers Legal Remedies Act (CLRA); therefore, CLRA notice requirements will need to be fulfilled.

Class Definition:

It is our understanding that the "Class" or "Class members" consist of purchasers of Wesson oil products between 2006 and July 2017 (consumers, not commercial) in 11 states: CA, CO, FL, IL, IN, NE, NY, OH, OR, SD, TX (the "Class States").

Media Resources:

JND utilizes reputable advertising media research tools to analyze class demographics and media usage of Class members and to determine the effectiveness of our media plans. These resources include:

- comScore, Inc. (comScore): comScore is a leading cross-platform measurement and analytics company that precisely measures audiences, brands and consumer behavior everywhere, capturing 1.9 trillion global interactions monthly. comScore's proprietary digital audience measurement methodology allows marketers to calculate audience reach in a manner not affected by variables such as cookie deletion and cookie blocking/rejection, allowing these audiences to be reached more effectively. comScore operates in more than 75 countries, serving over 3,200 clients worldwide.
- GfK Mediamark Research & Intelligence, LLC (MRI): MRI is a nationally accredited research firm that provides consumer demographics, product and brand usage, and audience/exposure in all forms of advertising media. Established in 1979, MRI measures the usage of nearly 6,000 product and service brands across 550 categories, along with the readership of hundreds of magazines and newspapers, internet usage, television viewership, national and local radio listening, yellow page usage, and out-of-home exposure. Based on a yearly face-to-face interview of 26,000 consumers in their homes, MRI's Survey of the American Consumer™ is the primary source of audience data for the U.S. consumer magazine industry and the most comprehensive and reliable source of multi-media audience data available.



Estimated Class Size:

MRI measures consumer demographic and media usage data, not sales data over a given period. However, for general estimating purposes, according to MRI, 31.7 million households have purchased a Wesson oil product in the last 6 months nationwide. Applying census data where the 11 Class States represent 47% of the U.S. population, we can assume there are approximately 14.9 million households in the Class States that have purchased a Wesson oil product in a 6-month period. Keep in mind that: 1) the purchase cycle for a Wesson oil product may be longer than 6 months; 2) with this type of product, consumers are likely to change brands frequently; and 3) the estimated 14.9 million purchasers does not factor in a changing customer base over the 10-year class period. We understand that Conagra estimates 2.1 million Class members in New York state alone, which based on population, supports our estimate.

Target Analysis:

MRI measures demographics and media usage for households located in the Class States that purchased Wesson Best Blend or Wesson Vegetable Oil in the past six months ("Wesson Oil Consumers in the Class States").¹ According to MRI data, the majority of Wesson Oil Consumers in the Class States are: 25 years of age or older (91.0%), from households with incomes *less than* \$150,000 (84.5%), White (68.5%), and women (52.4%). Compared to the general adult population, Wesson Oil Consumers in the Class States are more likely to be: 45 years of age or older, Spanish-speakers, and Black/African American or Spanish/Hispanic/Latino descent/origin.

DEMOGRAPHIC	% OF ADULTS 18+	% OF WESSON OIL CONSUMERS IN THE CLASS STATES	INDEX % OF WESSON OIL CONSUMERS IN THE CLASS STATES V. % OF ADULTS 18+
Men	48.26	47.61	99
Women	51.74	52.39	101
18-24	12.18	9.04	74
25-34	17.85	13.72	77
35-44	16.36	15.92	97
45-54	17.38	18.75	108
55-64	16.77	19.99	119
65+	19.46	22.58	116
Household Income: \$150,000+	15.02	15.48	103
Household Income: \$100,000+	32.25	33.08	103
Household Income: \$75,000+	45.83	45.06	98
Household Income: \$60,000+	55.85	55.15	99
Household Income: \$50,000+	63.24	62.83	99
Household Income: \$40,000+	71.11	71.20	100
Household Income: \$30,000+	79.66	79.60	100

¹ The MRI data included the following six states that are not part of the Class States: WA, ND, KS, MT, ID, WY.



DEMOGRAPHIC	% OF ADULTS 18+	% OF WESSON OIL CONSUMERS IN THE CLASS STATES	INDEX % OF WESSON OIL CONSUMERS IN THE CLASS STATES V. % OF ADULTS 18+
Race: White	75.14	68.53	91
Race: Black/African American	12.91	15.02	116
Spanish, Hispanic or Latino Origin or Descent	15.74	22.89	145
Hispanic Respondent Personally Speaks at Home: Only Spanish	4.34	6.96	160
Hispanic Respondent Personally Speaks at Home: Mostly Spanish, but some English	4.00	4.73	118

Source: 2018 MRI Doublebase Study.

U.S. Census data indicates a mobility rate ranging between 10.8 - 12.7% during the 2006-2017 Class period, of which 14.7-19.3% moved out of state.² Therefore, JND will consider the fact that some Class members may no longer reside within the Class States.

TIME PERIOD	% MOBILITY	% OF MOVERS WHO MOVED OUT OF STATE
2006-2007	12.7	16.3
2007-2008	11.7	17.2
2008-2009	12.0	15.8
2009-2010	12.0	14.7
2010-2011	11.1	17.4
2011-2012	11.4	17.7
2012-2013	11.3	16.7
2013-2014	11.2	16.9
2014-2015	11.3	19.0
2015-2016	10.8	17.6
2016-2017	10.8	19.3

As a result, for media buying and reach calculating purposes, a broad target of adults 18 years of age or older in the Class States ("Adults 18+ in the Class States") will be used; however:

- internet impressions will be allocated based on the age breakdown of Wesson Oil Consumers in the Class States;
- an emphasis will be placed on reaching Spanish-speaking Class members; and
- some nationwide notice tactics will be considered to reach Class members who now reside outside of the Class States.

² <https://www.census.gov/topics/population/migration/data/tables.2004.html>



Proposed Notice Tactics:

MRI research indicates that 85% of Wesson Oil Consumers in the Class States use the internet in a 30-day period, with 74% looking at or using the internet on their cellphone or smartphone. Given that 15% of likely Class members do not use the internet in a 30-day period and the fact that some Class members may no longer reside within the Class States, JND designed a notice program that includes the **national edition** of a leading consumer magazine (*People*), as well as a heavy digital effort geographically focused on the Class States that consists of the leading digital network (Google Display Network) and the top social network (Facebook), which skews to the older age segment of Class members. To fulfill the CLRA notice requirements, a notice will appear once per week, over four consecutive weeks in the *Los Angeles Daily News*. An internet search effort and the distribution of a national press release are also proposed to further extend notice exposure **nationwide**.

Recommended Print Effort:

PRINT	INSERTIONS
<i>People</i> (Nationwide distribution)	1
TOTAL INSERTIONS	1

Recommended Digital Effort:

INTERNET	TARGET/DESCRIPTION
Google Display Network (GDN)	Adults 18+ in the Class States; Across all devices (desktop, laptop, tablet and mobile), with a heavy emphasis on mobile; Impressions allocated based on the age breakdown of Wesson Oil Consumers in the Class States; 11.7% of impressions allocated to Spanish sites
Facebook	Adults 18+ in the Class States; Across all devices (desktop, laptop, tablet and mobile); 11.7% of impressions allocated to Spanish accounts
TOTAL IMPRESSIONS	Over 194 million impressions displayed over 12 weeks

Recommended Extended Efforts (not calculated into reach):

CLRA NOTICE REQUIREMENT	INSERTIONS
<i>Los Angeles Daily News</i>	4

TACTIC	DETAILS
Internet Search Effort	Keywords pertaining to the case; Across all devices (desktop, laptop, tablet and mobile)
National Press Release	Distributed to English and Spanish outlets



Plan Delivery:

To calculate the reach, JND used MRI data, a comScore reach and frequency platform and a total Adult 18+ population base within the Class States, *as opposed to an internet population base which would result in fewer impressions and would inflate the overall reach calculation*. According to these two reputable resources, the proposed Notice Plan will reach 70% of likely Class members on average 2.6 times each. The potential for direct notice, the CLRA notice placements, internet search effort and the press release will enhance reach beyond the estimated 70%.



MEDIA DETAILS



People Magazine

- Weekly entertainment magazine
 - Largest consumer magazine
 - Provides a readership of over 38 million
 - Reaches 15.5% of Adults 18+ and 17.6% of Wesson Oil Consumers in the Class States
 - Readers are 14% more likely to be Wesson Oil Consumers in the Class States, as compared to the general population
 - Extends reach among a broad demographic segment, including Class members who may not use the internet as frequent as well as those who may no longer reside in the Class States
-



Google Display Network

- Vast ad network that reaches over 90% of internet users
- Harnesses the power of advertising opportunities to over two million websites, including some of the most-visited websites and most recognizable properties on the entire internet
- Impressions will be delivered across all devices (desktop, laptop, tablet and mobile), with a heavy emphasis on mobile
- Impressions will be allocated based on the demographic age breakdown of Wesson Oil Consumers in the Class States:

TARGET	% OF WESSON OIL CONSUMERS IN CLASS STATES
A18-24	9.04%
A25-34	13.72%
A35-44	15.92%
A45-54	18.75%
A55-64	19.99%
A65+	22.58%

- Based on MRI data, 11.7% of impressions will be allocated to Spanish sites



Facebook

- The largest social media network, with over 200 million users nationwide
 - Impressions will be delivered across all devices (desktop, laptop, tablet and mobile)
 - Extends reach to the older segment of Class members
 - Based on MRI data, 11.7% of impressions will be allocated to Spanish accounts
-

Internet Search Effort

- Web browsers frequently default to a search engine pages like Google, Bing or Yahoo!, making search engines a common source to get to a specific website (i.e., as opposed to typing in the desired URL in the navigation bar)
 - When purchased keywords related to the case are searched, a paid ad with a hyperlink to the case website may appear on the search engine results page
 - Efforts will be monitored and optimized so that ads appear above or below organic search results for keywords generating the most click-throughs to the case website
 - Enhances notice exposure nationwide and allows Class members who may be searching about the case to readily find a direct link to the case url
-

Press Release

- Issued nationwide to approximately 11,000 English and 150 Spanish media outlets
- Cost-efficient method of distributing information
- Assists in getting “word of mouth” out about the litigation
- Enhances notice exposures nationwide

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

IN RE CONAGRA FOODS, INC.	Case No. CV 11-05379-CJC (AGR _x) MDL No. 2291 <u>CLASS ACTION</u>
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[PROPOSED] FINAL ORDER APPROVING CLASS ACTION SETTLEMENT

This matter came on for hearing upon the joint application of the Parties for the approval of the Settlement set forth in the Settlement Agreement.

On the _____ day of _____, 2019, a hearing having been held before this Court to consider and determine: (1) whether the proposed settlement is fair, reasonable, and adequate to Class Members and should be approved by the Court; (2) whether the Classes satisfy the applicable prerequisites for class action treatment under Federal Rules of Civil Procedure 23(a) and 23(b)(3) for purposes of the proposed settlement; (3) whether the Court should enjoin Defendant according to the specific terms in the Settlement Agreement; (4) whether final judgment should be entered, dismissing the Action as to Defendant, on the merits and with prejudice, and to determine whether the release by Class Members of the Released Claims, as set forth in the Settlement Agreement, should be provided; (5) whether the Court should approve Class Counsel's application for an award of attorneys' fees, expenses, and costs; (6) whether the Court should approve any motion for service awards for the Class Representatives; and (7) such other matters as the Court may deem appropriate.

The Court having considered all matters submitted to it at the hearing and otherwise; and it appearing that a notice of the hearing substantially in the form approved by the Court was disseminated in the manner directed by the Court-approved Notice Plan, IT IS ORDERED THAT:

1. This Final Approval Order incorporates by reference the definitions set forth in the Settlement Agreement, and all terms used herein shall have the same meanings as set forth in the Settlement Agreement unless otherwise specified herein. The terms of the Settlement Agreement are incorporated in this Final Approval Order as if fully set forth herein.

2. This Court has jurisdiction over the subject matter of the Action pursuant to 28 U.S.C. § 1332(d). This Court also has jurisdiction over all Parties to the Action, including all members of the Classes, as defined below.

3. The Court finds that the prerequisites for a class action under Federal Rules of Civil Procedure 23 (a) and (b)(3) have been satisfied in that: (a) the number of Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Classes; (c) the claims of the Class Representatives are typical of the claims of the Class they seek to represent; (d) the Class Representatives and Class Counsel have and will fairly and adequately represent the interests of the Classes; (e) the questions of law and fact common to the Class Members predominate over any questions affecting only individual members of the Classes; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally certifies this action as a class action on behalf of the following Classes:

(a) California Class: all natural persons who resided in the State of California and purchased Wesson Oil Products in California, for personal, non-commercial use, between June 28, 2007 and July 1, 2017 (“California Class Period”);

(b) Colorado Class: all natural persons who resided in the State of Colorado and purchased Wesson Oil Products in Colorado, for personal, non-commercial use, between January 12, 2009 and July 1, 2017 (“Colorado Class Period”);

(c) Florida Class: all natural persons who resided in the State of Florida and purchased Wesson Oil Products in Florida, for personal, non-commercial use, between January 12, 2008 and July 1, 2017 (“Florida Class Period”);

(d) Illinois Class: all natural persons who resided in the State of Illinois and purchased Wesson Oil Products in Illinois, for personal, non-commercial use, between January 12, 2007 and July 1, 2017 (“Illinois Class Period”);

(e) Indiana Class: all natural persons who resided in the State of Indiana and purchased Wesson Oil Products in Indiana, for personal, non-commercial use, between January 12, 2006 and July 1, 2017 (“Indiana Class Period”);

(f) Nebraska Class: all natural persons who resided in the State of Nebraska and purchased Wesson Oil Products in Nebraska, for personal, non-commercial use, between January 12, 2008 and July 1, 2017 (“Nebraska Class Period”);

(g) New York Class: all natural persons who resided in the State of New York and purchased Wesson Oil Products in New York, for personal, non-commercial use, between January 12, 2008 and July 1, 2017 (“New York Class Period”);

(h) Ohio Class: all natural persons who resided in the State of Ohio and purchased Wesson Oil Products in Ohio, for personal, non-commercial use, between January 12, 2010 and July 1, 2017 (“Ohio Class Period”);

(i) Oregon Class: all natural persons who resided in the State of Oregon and purchased Wesson Oil Products in Oregon, for personal, non-commercial use, between January 12, 2006 and July 1, 2017 (“Oregon Class Period”);

(j) South Dakota Class: all natural persons who resided in the State of South Dakota and purchased Wesson Oil Products in South Dakota, for personal, non-commercial use, between January 12, 2006 and July 1, 2017 (“South Dakota Class Period”); and

(k) Texas Class: all natural persons who resided in the State of Texas and purchased Wesson Oil Products in Texas, for personal, non-commercial use, between January 12, 2010 and July 1, 2017 (“Texas Class Period”).

5. Excluded from the Classes are (a) governmental entities; (b) Conagra, and its affiliates, subsidiaries, employees, current and former officers, directors, agents, and representatives; and (c) the members of the Court and its staff. **[Also excluded from the Classes are the persons who requested exclusion as listed on Exhibit 1 attached hereto OR No requests for exclusion from the Classes were received.]**

6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court finally certifies the following persons as Class Representatives:

- (a) Robert Briseño and Michele Andrade for the California Class;
- (b) Jill Crouch for the Colorado Class;
- (c) Julie Palmer for the Florida Class;
- (d) Pauline Michael for the Illinois Class;
- (e) Cheri Shafstall for the Indiana Class;
- (f) Dee Hooper-Kercheval for the Nebraska Class;
- (g) Kelly McFadden and Necla Musat for the New York Class;

- (h) Maureen Towey for the Ohio Class;
- (i) Erika Heins for the Oregon Class;
- (j) Rona Johnston for the South Dakota Class; and
- (k) Anita Willman for the Texas Class.

7. Having considered the factors set forth in Rule 23(g)(1) of the Federal Rules of Civil Procedure, the Court appoints DiCello Levitt Gutzler LLC and Milberg Tadler Phillips Grossman LLP as Class Counsel.

8. Class Notice. As established by the Settlement Administrator's Declaration, filed on _____, 2019, the Settlement Administrator caused the Publication Notice to be published in the manner required by the Order Directing Notice and caused the Posted Notice and the Claim Form, also in the forms approved by the Order Directing Notice, to be made available to Class Members on the Settlement Website and upon their request.

9. The Court finds that the Settlement Administrator fully complied with this Court's Order Directing Notice and that notice of the pendency of this Action as a class action and of the proposed Settlement was given to all Class Members who could be identified with reasonable effort. The Court further finds that the notice program in accordance with the terms of the Order Directing Notice met the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, due process, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

10. CAFA Notice. The Court finds that Settlement Administrator provided notice of the proposed Settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. § 1715.

11. Objections. [The Court finds there were no objections to the Settlement.] OR [All objections to the Settlement, to the extent not previously withdrawn, are overruled.]

12. Final Settlement Approval. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court fully and finally approves the Settlement set forth in the Settlement Agreement is approved as fair, reasonable, and adequate. Class Members and the Parties are directed to consummate the Settlement in accordance with terms and provisions of the Settlement Agreement.

13. Gross Settlement Proceeds. The Settlement Administrator has processed all Claim Forms submitted and has determined there are ____ Valid Claim Forms representing a recovery for ____ units. Defendant is directed to pay the Gross Settlement Proceeds to provide the Classes with monetary relief 20 days after the Final Effective Date as set forth in the Settlement Agreement.

14. Value of Injunctive Relief. During the pendency of this litigation Conagra removed the “natural” claim from the labels of Wesson Oil Products and stopped marketing, advertising, and selling Wesson Oil Products as “natural.”

(a) Plaintiffs point to this change as a result achieved in the wake of this litigation, while acknowledging that this Settlement does not constitute an admission by Conagra of liability, damages, or any other issue in the lawsuit, including but not limited to what prompted the label change. Conagra denies its decision to drop ‘natural’ from the labels was in any way related to this litigation.

(b) As part of the Settlement, Conagra agrees to injunctive relief under which should Conagra reacquire the Wesson Oil brand, (1) Conagra will not advertise, market or sell Wesson Oil Products labeled as “natural” unless the FDA issues guidance or a regulation, or

federal legislation is enacted, permitting use of a “natural” claim on a product containing oil derived from genetically engineered seed stock; and (2) Conagra will not advertise, market or sell Wesson Oil Products as “non-GMO” unless the claim is certified by an independent third-party certification organization.

(c) The Settlement does not preclude Conagra from making other changes to the advertising and marketing of Wesson Oil Products, should Conagra reacquire the brand, provided that those changes do not conflict with the provisions of the Settlement.

(d) The Parties agree that the value of the Injunctive Relief to the Classes is \$27,000,000.

15. Released Claims and Covenants Not to Sue

(a) In consideration of the benefits described and the provisions contained in the Settlement Agreement, all Class Members (regardless of whether a Class Member submits a Claim Form) shall be deemed to have, as of the Final Effective Date and by operation of the Final Approval Order, fully and irrevocably released and forever discharged the Released Parties (as defined in the Settlement Agreement) from any liability for all claims of any nature whatsoever in law or in equity, past and present, and whether known or unknown, suspected or claimed, relating to or arising under any federal, state, local, or international statute, regulation, or law (including state consumer fraud, warranty, unjust enrichment laws, codal law, adjudication, quasi-adjudication, tort claims, contract claims, actions, causes of action, declaratory judgment actions, cross-claims, counterclaims, third-party claims, demands, and claims for damages, compensatory damages, liquidated damages, punitive damages, exemplary damages, multiple damages, and other noncompensatory damages or penalties of any kind, fines, equitable relief, injunctive relief, conditional or other payments or interest of any type, debts, liens, costs, expenses and/or attorneys’

fees, interest, or liabilities) that have been or could have been brought in connection with the Released Parties' distribution, labeling, packaging, marketing, advertising, and/or sale of the Wesson Oil Products during the applicable Class Period, subject only to the express exceptions listed in the Reservation of Claims and Rights below. Specifically excluded from this release is any claim for bodily injury allegedly suffered in connection with the Wesson Oil Products. Conagra shall be deemed to have fully and irrevocably released and forever discharged Class Representatives and Class Members from any liability that was or could have been asserted arising out of or relating in any way to the institution, prosecution, or settlement of the Action ("Released Defendant's Claims").

(b) All Class Members shall not hereafter seek to sue or otherwise establish liability against any Released Parties based, in whole or in part, on any of the Released Claims. Each Class Member has expressly waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims without regard to the subsequent discovery or existence of different or additional facts. The Parties shall cooperate and assist one another in defending against and obtaining the dismissal of any claims brought by Persons seeking to assert claims released under the Settlement Agreement. Similarly, Conagra shall not hereafter seek to sue or otherwise establish liability against any Class Representative or Class Member regarding this litigation, or any Released Defendant's Claims that Conagra could have brought as part of this litigation or in litigation concerning distribution, sale, purchase, labeling, packaging, marketing, and/or advertising of the Wesson Oil Products.

(c) IN ADDITION, EACH CLASS MEMBER SHALL BE DEEMED TO HAVE FULLY AND IRREVOCABLY WAIVED AND RELEASED, UPON THE FINAL EFFECTIVE DATE, ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED

BY § 1542 OF THE CALIFORNIA CIVIL CODE OR ANY OTHER STATUTE, LAW OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO § 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

(d) Each Class Member may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Class Member has expressly waived and fully, finally, and forever settled and released, upon the Final Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims with respect to the subject matter of the Released Claims whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Class Member has also expressly waived and fully, finally, and forever settled and released any and all Released Claims it may have against the Released Parties under § 17200, *et seq.*, of the California Business and Professions Code. Similarly, to the extent that Conagra hereafter discovers facts other than or different from those which it knows or believes to be true with respect to the Released Defendant's Claims that it could have brought in this litigation, it has mutually waived and fully, finally, and forever settled and released any Released Defendant's Claims that it could have brought in connection with this litigation.

16. Reservation of Claims and Rights

(a) Released Claims shall not include any claim against the Released Parties for bodily injury allegedly suffered in connection with the purchase or use of the Wesson Oil Products.

(b) This Final Approval Order and the Settlement Agreement, whether or not the Final Effective Date occurs, and any and all negotiations, documents, and discussions associated with the Settlement Agreement, shall be without prejudice to the rights of any Party (other than those compromised in the Settlement Agreement); shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, any liability or wrongdoing by any of the Released Parties, or of the truth of any of the claims or allegations contained in any complaint or pleading, whether in the Action, any other actions, or otherwise. The Parties expressly reserve all of their rights if the Settlement Agreement fails to become Final and effective substantially in accordance with its terms.

(c) If the Final Effective Dates does not occur, then the Action, for all purposes, shall revert to its status as of the date before the execution of the Settlement Agreement. Conagra shall also be entitled to a refund of any Gross Settlement Proceeds that it has deposited into the Escrow Account, and any Fee and Expense Award it has paid to Class Counsel and/or Class Representatives.

17. Enforcement of Settlement. Nothing in this Final Approval Order shall preclude any action to enforce the terms of the Settlement.

18. Binding Effect. The terms of the Settlement Agreement and of this Final Approval Order shall be forever binding upon, and inure to the benefit of, the successors and assigns of the Parties

19. No Admissions. Neither this Final Approval Order nor the Settlement Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of the Settlement Agreement is intended to be or may be construed as or deemed to be evidence of an admission or concession by Conagra of any (i) liability or wrongdoing or of the truth of any allegations in the Complaint against Conagra, or (ii) infirmity of, or strength of any alleged defense against, the allegations in the Complaint; and neither the Settlement Agreement nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of the Settlement Agreement shall be admissible in evidence for any such purpose in any proceeding.

20. Dismissal of Action. The Action is hereby dismissed with prejudice on the merits.

21. Attorneys' Fees and Expenses and Service Awards. Having considered Class Counsel's Fee and Expense Application, the Court hereby awards attorneys' fees and expenses to Class Counsel in the amount of \$_____, which the Court finds to be fair and reasonable to compensate Class Counsel for their time incurred and expenses advanced. This award shall be paid to Class Counsel as provided in the Settlement Agreement. Class Counsel shall allocate the attorneys' fees amongst Class Counsel and other counsel representing plaintiffs in the Action in a manner in which they in good faith believe reflects the contributions of such counsel to the prosecution and settlement of the Action with Defendant. Defendant shall have no liability or other responsibility for allocation of any such attorneys' fees or costs and expenses awarded. This Court shall retain jurisdiction over any disputes among plaintiffs' counsel relating to the award, allocation, or entitlement to any fees, costs, or expenses.

22. In making this award of attorneys' fees and expenses, the Court has considered and found that:

(a) Class Counsel achieved a favorable result for the Classes.

(b) The Settlement created a benefit with a substantial value to the Classes: the Parties agree that the value to the Classes of the Injunctive Relief is \$27,000,000, and Conagra will pay Gross Settlement Proceeds of \$_____ in cash;

(c) After reaching agreement in principle regarding monetary relief to Class Members and the provisions of injunctive relief, the parties entered into arm's length negotiations regarding attorneys' fees and expenses for Class Counsel, with the Honorable Douglas F. McCormick, United States Magistrate Judge, acting as mediator. Consistent with the agreement mediated by Magistrate Judge McCormick, Conagra took no position with respect to the Fee and Expense Application submitted by Class Counsel;

(d) Notice was disseminated to the Classes indicating that Class Counsel were moving for up to \$6,850,000 in fees and expenses, as well as service awards of (a) up to \$3,000 for each of the six Class Representatives who were deposed (Robert Briseño, Michele Andrade, Jill Crouch, Pauline Michael, Necla Musat, and Maureen Towey) and (b) up to \$1,000 for each of the seven who were not deposed (Julie Palmer, Cheri Shafstall, Dee Hooper-Kercheval, Kelly McFadden, Erika Heins, Rona Johnston, and Anita Willman) and Class Counsel filed and posted their Fee and Expense Application in time for the Classes to make a meaningful decision whether to object to the Fee and Expense Application, and [_____] objections were filed;

(e) The action involves complex factual and legal issues and was actively prosecuted over eight years and, in the absence of a settlement, would involve further lengthy proceedings with uncertain resolution of the complex factual and legal issues;

(f) Had Class Counsel not achieved the Settlement there would remain a significant risk that no relief would have been obtained;

(g) Class Counsel have conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy;

(h) Class Counsel devoted substantial effort to pre-and post-filing investigation, legal analysis, and litigation;

(i) Class Counsel prosecuted the class claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover their expenses;

(j) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the Class, despite Conagra's legal defenses and its experienced and capable counsel;

(k) Class Counsel's rates and hours billed are reasonable; and

(l) Class Counsel have devoted over _____ hours, with a lodestar value of \$_____, to achieve the Settlement.

23. For the six Class Representatives whose depositions were taken: Robert Briseño is hereby awarded \$_____, Michele Andrade is hereby awarded \$_____, Jill Crouch is hereby awarded \$_____, Pauline Michael is hereby awarded \$_____, Necla Musat is hereby awarded \$_____, and Maureen Towey is hereby awarded \$_____.

24. For the seven Class Representatives whose depositions were not taken: Julie Palmer is hereby awarded \$_____, Cheri Shafstall is hereby awarded \$_____, Dee Hooper-Kercheval is hereby awarded \$_____, Kelly McFadden is hereby awarded \$_____, Erika Heins is hereby awarded \$_____, Rona Johnston is hereby awarded \$_____, and Anita Willman is hereby awarded \$_____.

25. These awards are for their contributions to the prosecution of the Action and for the time, effort, and risk they undertook as Class Representatives.

26. Conagra shall pay the fee and expense award to Class Counsel and the service awards to the Class Representatives 20 days after the Final Effective Date in accordance with the terms of the Settlement Agreement.

27. Counsel for the Parties are hereby instructed to abide by any stipulation and Protective Order entered in this Action with regard to disposition of confidential documents obtained during the course of this Action. Counsel for the Parties are also authorized (unless required by their clients, any stipulation or protective order entered in this Action to either return or destroy confidential documents produced in this Action) to destroy any and all documents (whether paper, electronic or any other form) in their custody or control that were obtained in the course of the Action from their adversaries, third party witnesses or anyone else (including from their clients or any affiliates of their clients) not less than one (1) year after the Final Effective Date.

28. The stipulation or orders entered during this Action relating to the confidentiality of information shall survive this Settlement.

29. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

30. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement.

31. There is no just reason for delay in the entry of this Final Approval Order and immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54 (b) of the Federal Rules of Civil Procedure.

SO ORDERED this ____ day of _____, 2019.

The Honorable Judge Cormac J. Carney
United States District Court
Central District of California