

**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:

<b><u>STATE:</u></b>	<b><u>CLASS PERIOD:</u></b>
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.

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<u>ACTION</u>	<u>EXPLANATION</u>	<u>DUE DATE</u>
<b>SUBMIT A CLAIM FORM</b>	Submitting a Valid Claim Form is the only way to get a payment from the Settlement.	August 22, 2019
<b>EXCLUDE YOURSELF</b>	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.	August 6, 2019
<b>OBJECT</b>	Write to the Court about why you do not like the Settlement.	August 6, 2019
<b>GO TO A HEARING</b>	Ask to speak in Court about the Settlement.	October 7, 2019 at 1:30 p.m., Pacific
<b>FILE A NOTICE OF INTENT TO APPEAR AT THE FAIRNESS HEARING</b>	You or your attorney may ask the Court for permission to speak at the Fairness Hearing.	August 6, 2019
<b>DO NOTHING</b>	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](http://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.

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## 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
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](http://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.

Questions? Visit [www.wessonoilsettlement.com](http://www.wessonoilsettlement.com) or call toll free 1-833-291-1651.

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.

Questions? Visit [www.wessonoilsettlement.com](http://www.wessonoilsettlement.com) or call toll free 1-833-291-1651.

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](http://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](mailto:info@SettlementWebsite.com)

Please read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **August 22, 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](http://www.wessonoilsettlement.com), by **August 22, 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](http://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:

Questions? Visit [www.wessonoilsettlement.com](http://www.wessonoilsettlement.com) or call toll free 1-833-291-1651.

- 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 August 6, 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 July 23, 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 July 23, 2019, it will be posted on the settlement website at [www.wessonoilsettlement.com](http://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 August 6, 2019 at the following addresses:

<p><b><u>Clerk of the Court</u></b>  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><b><u>Class Counsel</u></b>  Ariana J. Tadler  Milberg Tadler Phillips Grossman LLP  One Penn Plaza, Suite 1920  New York, NY 10119</p>
<p><b><u>Counsel for Conagra</u></b>  Angela M. Spivey  Alston &amp; Bird  One Atlantic Center  1201 W Peachtree Street, NE  Atlanta, GA 30309-1404</p>	<p><b><u>Class Counsel</u></b>  Adam J. Levitt  DiCello Levitt Gutzler LLC  Ten North Dearborn Street, Eleventh Floor  Chicago, IL 60602</p>

Questions? Visit [www.wessonoilsettlement.com](http://www.wessonoilsettlement.com) or call toll free 1-833-291-1651.

**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 October 7, 2019 at 1:30 p.m., Pacific, 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 August 6, 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](http://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](mailto:info@wessonoilsettlement.com)

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

Updates will be posted at the Settlement Website, [www.wessonoilsettlement.com](http://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](http://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: April 14, 2019

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