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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

DENISE HOWERTON, ERIN CALDERON, and RUTH PASARELL, Individually and on Behalf of All Others Similarly Situated,

Plaintiffs,

vs.

CARGILL, INC.,

Defendant.

Civil No. 13-00336 LEK-BMK

PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF LAW IN SUPPORT OF MOTION; DECLARATIONS OF GUGLIELMO, HALUNEN AND REESE AND CORRESPONDING EXHIBITS; CERTIFICATE OF SERVICE

[CAPTION CONTINUED ON NEXT PAGE]

MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and others similarly situated, Plaintiffs, vs. CARGILL, INC., Defendant.	Civil No. 14-cv-00218-LEK-BMK

PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiffs Denise Howerton, Erin Calderon, Ruth Pasarell, Molly Martin, and Lauren Barry ("Plaintiffs") hereby respectfully move the Court, pursuant to Federal Rule of Civil Procedure 23(e), for the entry of an Order: (i) granting preliminary approval of the proposed Settlement; (ii) conditionally certifying the Settlement Class for purposes of such settlement and appointing Plaintiffs as representatives for the Settlement Class; (iii) approving Plaintiffs' selection of Class Counsel; (iv) approving the proposed notice plan; and (v) setting a hearing date for final approval of the Settlement.

This Motion is based on the Memorandum of Law, the Declarations of Joseph P. Guglielmo, Clayton D. Halunen, Michael R. Reese, Jeffrey D. Dahl, William P. Ogburn, Stephen Brobeck, corresponding exhibits, the pleading and papers on file in this action, and such oral and documentary evidence as may be

presented at the hearing on this Motion. The hearing on this Motion is presently set for July 21, 2014 at 9:45 a.m. in the Courtroom of the Honorable Leslie E. Kobayashi, United States District Judge, at the United States District Court, District of Hawaii, 300 Ala Moana Blvd C-338, Honolulu, Hawaii. ECF No. 85.

DATED: June 19, 2014

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

DENISE HOWERTON, ERIN CALDERON, and RUTH PASARELL, Individually and on Behalf of All Others Similarly Situated,

Plaintiffs,

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CARGILL, INC.,

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Civil No. 13-00336 LEK-BMK

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

[CAPTION CONTINUED ON NEXT PAGE]

MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and others similarly situated, Plaintiffs, vs. CARGILL, INC., Defendant.	Civil No. 14-cv-00218-LEK-BMK

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page(s)

CASES

STATUTES, RULES & REGULATIONS

Plaintiffs Denise Howerton, Erin Calderon, Ruth Pasarell, Molly Martin, and Lauren Barry ("Plaintiffs") respectfully submit this Memorandum of Law in Support of their Unopposed Motion for Preliminary Approval of Class Action Settlement. Pursuant to Federal Rule of Civil Procedure 23(e), Plaintiffs seek the entry of an Order: (i) granting preliminary approval of the proposed Settlement Agreement filed concurrently herewith as Exhibit 1 to the Declaration of Joseph P. Guglielmo ("Guglielmo Decl."); (ii) conditionally certifying the Settlement Class for purposes of such settlement and appointing Plaintiffs as representatives for the Settlement Class; (iii) approving Plaintiffs' selection of Class Counsel; (iv) approving the proposed notice plan; and (v) setting a hearing date for final approval of the Settlement.

I. PRELIMINARY STATEMENT

Plaintiffs allege that Cargill, Incorporated ("Cargill" or "Defendant") deceptively and misleadingly marketed and labeled its Truvia® Natural Sweetener products, including Truvia® Natural Sweetener in packet form ("Truvia® packets"), Truvia® Natural Sweetener in spoonable form, ("Truvia® spoonable") and Truvia® Natural Sweetener Baking Blend, a combination of Truvia® Natural Sweetener and sugar ("Truvia® Baking Blend") (collectively, the "Truvia

Consumer Products").[1] *See generally Howerton* Consolidated Amended Class Action Complaint ("Howerton Compl.") (ECF No. 80); *Martin* Class Action Complaint ("Martin Compl."), *Martin*, 14-cv-00218-LEK-BMK, ECF No. 1.

Plaintiffs' objective in filing the lawsuits was to remedy the alleged deception in Cargill's marketing and labeling of the Truvia Consumer Products. The Parties have reached a proposed Settlement of the various nationwide class actions (the "Settlement") that achieves this goal. The Settlement requires Cargill to make substantive changes to the Truvia Consumer Product packaging and amendments to the Truvia.com website that resolve the allegations challenging the labeling, packaging, advertising, and marketing of the Truvia Consumer Products. Additionally, the Settlement allows eligible Settlement Class Members to make a claim – depending on the amount of their purchases during the Class Period – to recover either cash reimbursement (minimum - $7.50, maximum - $45.00) or Eligible Product Vouchers (minimum value - $18.00, maximum value - $90.00).

The Parties only reached this Settlement after conducting significant settlement-related discovery and engaging in extensive arm's-length negotiations, including three mediation sessions with the Honorable James M. Rosenbaum (Ret.) (involving Cargill and Plaintiffs Martin and Barry) and multiple in-person

[1] All capitalized terms referenced in this Memorandum have the same meaning as in the Settlement Agreement. (Guglielmo Decl., Ex. 1.)

settlement conferences with all Plaintiffs, amounting to almost one year of settlement negotiations. This Settlement is an excellent result because it provides the Settlement Class with meaningful monetary and injunctive relief, while taking into account the substantial risks the Parties would face if the litigation progressed. Accordingly, Plaintiffs respectfully request that the Court grant preliminary approval of the Settlement so that notice can be provided to the members of the Settlement Class and a Fairness Hearing can be scheduled to consider final approval of the Settlement. *See* Fed. R. Civ. P. 23(e).

Plaintiffs also respectfully request that they be appointed as representatives for the Settlement Class and that their counsel be appointed as Class Counsel. *See* Fed. R. Civ. P. 23(g). The Court also should approve the robust notice program agreed to in the Settlement as it meets the requirements of due process and is the best notice practicable under the circumstances. *See* Fed. R. Civ. P. 23(c).

II. FACTUAL AND PROCEDURAL HISTORY

A. Summary of Plaintiffs' Claims

This case arises out of alleged deceptive and misleading marketing and of the Truvia Consumer Products. (Howerton Compl., ¶1; Martin Compl., ¶1). Cargill labels, advertises, and otherwise markets the Truvia Consumer Products, and their ingredients, as natural sweeteners. (Howerton Compl., ¶¶5-6, 16-20; Martin Compl., ¶¶23-31). Cargill makes the following statements on the

packaging for the Truvia Consumer Products:

- Truvía® sweetener comes from nature
- Stevia leaf extract is born from the sweet leaf of the stevia plant, native to South America. Dried stevia leaves are steeped in water, similar to making tea.
- Erythritol is a natural sweetener, produced by a natural process, and is also found in fruits like grapes and pears.
- One packet of Truvía® natural sweetener provides the same sweetness as two teaspoons of sugar.

(Howerton Compl., ¶18; Martin Compl., , ¶¶ 24, 25).

Plaintiffs claim the labeling of the Truvia Consumer Products as natural sweeteners is deceptive, misleading, and false, and allege specifically that two of the ingredients, stevia leaf extract and erythritol, are not natural due to the manner in which they are processed. (Howerton Compl., ¶¶19-20; Martin Compl., ¶40). The "natural" labeling, read in conjunction with the statements quoted above, creates consumer confusion regarding the processing of the Truvia Consumer Products' ingredients. Cargill's "natural" description on the labeling implies to reasonable consumers that stevia leaf extract is unprocessed and that the erythritol is harvested directly from fruits. (Howerton Compl., ¶¶19-20; Martin Compl., ¶¶58-64). Over two hundred times sweeter than sugar, stevia leaf extract is purported to be the principal ingredient in the Truvia Consumer Products; yet only a miniscule amount of stevia leaf extract actually is present in the Truvia

Consumer Products. (Howerton Compl., ¶¶21-22; Martin Compl., ¶41). Although stevia leaf extract is a component of the stevia leaf, Plaintiffs allege that the extraction process precludes it from being considered a natural ingredient. (Howerton Compl., ¶¶23-31; Martin Compl., ¶¶46-49). The primary ingredient in the Truvia Consumer Products, erythritol, is a sugar alcohol used as a bulking agent in the Truvia Consumer Products. (Howerton Compl., ¶21; Martin Compl., ¶50). Plaintiffs allege the erythritol cannot be considered natural – and the descriptions of erythritol on the labels are misleading – because it is produced through a fermentation process and because it uses dextrose that is derived from genetically modified corn. (Howerton Compl., ¶¶33-37; Martin Compl., ¶¶52-53). Plaintiffs allege that the descriptions of these ingredients, as listed above, render the advertisements and "natural" claims false and misleading. (Howerton Compl., ¶¶29-31, 34-37; Martin Compl., ¶¶54-55). By this conduct, Plaintiffs allege consumers were injured and Cargill was unjustly enriched, breached warranties to consumers and violated consumer protection statutes in Hawaii, California, Florida and Minnesota. (Howerton Compl., ¶¶69-168; Martin Compl., ¶¶73-150).

B. Procedural History

On February 12, 2013, counsel for Plaintiff Martin served a complaint on Cargill styled *Martin v. Cargill, Inc.* in the Hennepin County, Minnesota, District Court, challenging the labeling of Cargill's Truvia Consumer Products.

(Declaration of Clayton D. Halunen ("Halunen Decl."), ¶4; Ex. A). On February 28, 2013, Plaintiff Martin voluntarily dismissed the action without prejudice to facilitate mediation of the dispute. (Halunen Decl., ¶5; Ex. B).

On March 1, 2013, counsel for Plaintiff Barry sent a letter and draft complaint to Cargill alleging that Cargill was in violation of the California Consumers Legal Remedies Act, Cal. Civ. Code §1750 *et seq.* (the "CLRA") in its labeling and marketing of the Truvia Consumer Products as "natural" and in its description of the stevia leaf extract and erythritol ingredients. (Halunen Decl., ¶6; Ex. C). In her draft proposed complaint, Plaintiff Barry sought damages and injunctive relief and proposed to represent herself and California and nationwide classes of Truvia Consumer Product purchasers. (*Id*., Ex. C).

On June 13, 2013, counsel for Martin and Barry and Cargill participated in a two-day mediation conducted with the highly capable assistance of Hon. James M. Rosenbaum (Ret.) of JAMS, in Minneapolis, Minnesota. (*Id.*, ¶14). After lengthy negotiations, the mediation session ended with no final agreement. (*Id.*, ¶15). Following the first mediation session, the Parties had numerous in-person meetings and teleconferences to continue efforts at resolution, including working through what at times appeared to be impasses. (*Id.*).

On July 8, 2013, Plaintiff Howerton, through her counsel, who were unaware of any settlement efforts on behalf of Plaintiffs Martin and Barry, filed the

Howerton action. (Guglielmo Decl., ¶¶5, 8; Halunen Decl., ¶16). In the meantime, settlement negotiations between Plaintiffs Martin and Barry and Cargill continued for several weeks, and, on July 30, 2013, they entered into a second mediation session with the assistance of Judge Rosenbaum in Minneapolis, Minnesota. (Halunen Decl., ¶17). Plaintiffs Martin and Barry and Cargill concluded the second mediation session with a tentative agreement to attend a third mediation session if they could agree on the general terms of a settlement. (*Id.*). On August 2, 2013, Plaintiffs Martin and Barry and Cargill entered into a third mediation session with Judge Rosenbaum, which resulted in a settlement of $5.3 million nationwide class action settlement (the "Martin Settlement"). (*Id.*, ¶18).

On September 18, 2013, Plaintiffs Martin and Barry filed a federal action in the District of Minnesota along with a motion for preliminary approval of the Martin Settlement. *Martin v. Cargill, Inc.*, 13-CV-02563 ("Minnesota Action"). (Guglielmo Decl., ¶6; Halunen Decl., ¶19). Simultaneously, Cargill filed a motion for nationwide stay and preliminary injunction. (*Id.*). In this Court, on September 20, 2013, Cargill moved to stay this action (ECF No. 31), while Plaintiff Howerton submitted an *ex parte* application seeking expedited discovery relating to the Martin Settlement. ECF No. 35. (Guglielmo Decl., ¶7; Halunen Decl., ¶20). Following oral argument, on October 11, 2013, Magistrate Judge Kurren denied Defendant's motion to stay and Plaintiff Howerton's motion for discovery in

deference to resolution of the issues by the Minnesota Court. ECF No. 48. (Guglielmo Decl., ¶7; Halunen Decl., ¶23).

On October 23, 2013, Judge Richard H. Kyle of the District of Minnesota held a hearing on Plaintiffs Martin and Barry's motion for preliminary approval of the Martin Settlement. (Guglielmo Decl., ¶10; Halunen Decl., ¶24). Plaintiff Howerton objected to preliminary approval of the Martin Settlement. (Guglielmo Decl., ¶9; Halunen Decl., ¶24). On October 29, 2013, Judge Kyle denied the motion for preliminary approval without prejudice, stating that he did not have enough information to assess the settlement. *See Martin v. Cargill*, Inc., 295 F.R.D. 380, 389 (D. Minn. 2013); (Guglielmo Decl., ¶10; Halunen Decl., ¶25). Instead of asking for more information to assess the settlement at that juncture, however, and concerned with the potential for duplicative class-action litigation, Judge Kyle issued an order to show cause as to whether the first-filed rule should be applied to transfer the Minnesota Action to Hawaii. *Martin*, 295 F.R.D. at 388-89; (Guglielmo Decl., ¶10; Halunen Decl., ¶25). The matter was briefed by Plaintiffs Martin and Barry and Plaintiff Howerton. (*Id.*).

Meanwhile, on September 23, 2013, Plaintiff Calderon filed a complaint in the Central District of California. *Calderon v. Cargill, Inc*. 13-CV-7046 ("California Action"). (Guglielmo Decl., ¶11). On September 24, 2013, Plaintiff Pasarell filed a complaint in the Southern District of Florida. *Pasarell v. Cargill*,

Inc. 13-CV-23433 ("Florida Action"). (*Id*.).

On November 8, 2013, Plaintiff Pasarell filed a motion in the Florida Action to transfer that action to Hawaii. (Guglielmo Decl., ¶12; Halunen Decl., ¶26). On November 11, 2013, Plaintiff Calderon filed a motion in the California Action to transfer that action to Hawaii, which was granted on December 10, 2013. (Guglielmo Decl., ¶12; Halunen Decl., ¶27). On November 12, 2013, Cargill moved to transfer the Howerton Action pursuant to 28 U.S.C. §1404 to Minnesota. ECF No. 50; (Guglielmo Decl., ¶12). Cargill also moved for consolidated pretrial proceedings in the District of Minnesota pursuant to 28 U.S.C. §1407 before the Judicial Panel on Multidistrict Litigation ("Panel"), a motion the Panel denied on February 12, 2014. *In re Truvia Natural Sweetener Mktg. and Sales Practices Litig.*, MDL No. 2512, 2014 WL 585552 (J.P.M.L. Feb. 12, 2014). (Guglielmo Decl., ¶12; Halunen Decl., ¶28). On April 28, 2014, Plaintiff Pasarell voluntarily dismissed the Florida Action. (Guglielmo Decl., ¶12; Halunen Decl., ¶29). On May 2, 2014, Judge Kyle *sua sponte* transferred *Martin* to Hawaii. (Guglielmo Decl., 12; Halunen Decl., ¶30). On May 12, 2014, Plaintiffs Howerton, Calderon, and Pasarell filed a consolidated amended complaint in the instant action. ECF No. 80; (Guglielmo Decl., 12; Halunen Decl., ¶31). On May 19, 2014, *Martin* was consolidated with *Howerton*. ECF No. 82; (Guglielmo Decl., ¶12; Halunen Decl., ¶32).

C. Plaintiffs' Pre-Complaint Due Diligence

Independently from each other, Plaintiffs investigated the facts underlying the allegations in the complaints ***many months*** prior to bringing their actions. (Guglielmo Decl., ¶¶3-4; Halunen Decl., ¶7; Declaration of Michael R. Reese ("Reese Decl."), ¶¶7-13). Plaintiffs reviewed and scrutinized the Truvia Consumer Products' labeling and advertising and conducted independent scientific research regarding the manufacturing process for the Truvia Consumer Products, including the methods for producing Rebaudioside A and erythritol, as well as the use of dextrose derived from genetically modified corn as a feedstock in the erythritol production process. (Guglielmo Decl., ¶4; Halunen Decl., ¶¶10-11). Counsel for Plaintiffs Martin and Barry also consulted with an expert to thoroughly understand the complex scientific issues involved. (Halunen Decl., ¶7). Counsel for Plaintiffs Howerton, Calderon and Pasarell consulted with potential marketing and labeling experts to assist it in developing the claims. (Guglielmo Decl., ¶4).

D. Plaintiffs Martin and Barry's Initial Settlement Negotiations

Early in the litigation, counsel for Martin and Barry and Cargill agreed there were practical reasons for exploring the potential for early resolution of this matter. (Halunen Decl., ¶8; Reese Decl., ¶8). Before attending mediation, counsel for Martin and Barry conducted an extensive and thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the

potential claims to determine the strength of both defenses and liability. (*Id*.). During that time, counsel for Martin and Barry and Cargill discussed Cargill's defenses to claims and dispositive motions. (*Id.*). As a prerequisite to mediation, Plaintiffs Martin and Barry required Cargill to provide discovery regarding the labeling of the Truvia Consumer Products, including information concerning marketing, label design, product formulation, manufacturing processes for the product ingredients, profit and loss statements, information regarding Cargill's sales to grocery stores and other retailers, and Food and Drug Administration and other regulatory submissions. (*Id.*, ¶9). Prior to mediation, Plaintiffs Martin and Barry and Cargill exchanged extensive correspondence and held numerous teleconferences to discuss the parameters for mediation. (*Id.*, ¶13).

E. Plaintiffs' Counsel Work Together to Reach the Proposed Settlement

Despite the complicated and sometimes contentious procedural history in this case, Plaintiffs' Counsel determined the class was best served if all interests were aligned. (Guglielmo Decl., ¶13; Halunen Decl., ¶33; Reese Decl., ¶34). For several months after denial of preliminary approval of the Martin Settlement, all Plaintiffs' Counsel and Cargill worked to amend the Settlement Agreement to include all pending actions. (*Id*.). Counsel for Plaintiff Howerton reviewed the same pre-mediation discovery made available to Plaintiffs Martin and Barry. (Guglielmo Decl., ¶13). In this Settlement Agreement, Plaintiffs' Counsel were

able to create a $6.1 million settlement fund, an $800,000 enhancement over the Martin Settlement, and address the concerns Judge Kyle raised at the *Martin* preliminary approval hearing. (Guglielmo Decl., ¶15; Halunen Decl., ¶33). The Settlement demonstrates that the best practicable result was achieved for the Class.

III. THE TERMS OF THE PROPOSED SETTLEMENT

In exchange for a narrowly tailored Class Member release that is limited to the claims that were based upon the specific facts alleged in this case, (§7.1-7.4[2]), Cargill has agreed to undertake several important remedial measures. First, to remedy the alleged misrepresentations on the Truvia Consumer Product labels, Cargill has agreed to change its marketing and labeling. Second, Cargill will contribute $6.1 million into an independently-administered settlement fund, which will be used chiefly to compensate users of the Truvia Consumer Products who were misled by Cargill's past labeling practices, as well as to disseminate notice to the Class such that affected persons may avail themselves of this remedial monetary payment. Third, Cargill agrees to certification of the Settlement Class for purposes of achieving settlement. Finally, Cargill will pay judicially approved incentive awards and reasonable attorneys' fees and costs, which shall not exceed $1.83 million.

[2] Unless otherwise specified, all section (§) references in this Memorandum are to the Settlement Agreement filed concurrently herewith.

A. Cargill Must Pay a Substantial Sum into a Fund to Compensate Those Harmed by Its Allegedly Deceptive Labeling

Under the terms of the Settlement Agreement, Settlement Class Members who submit Claims have two options for recovery, depending on their personal preference. (§4.3). The first option is to receive cash in an amount ranging from $7.50 to $45.00, based on the dollar amount, or the number, of their purchases during the Class Period. (§§4.3, 4.4). Alternatively, Settlement Class Members can receive Eligible Product Vouchers valued from $18.00 to $90.00, based on the dollar amount, or the number, of their purchases during the Class Period. (*Id.*). If, after the payment of all valid Claims and all other costs and fees specified in the Agreement, any residual funds remain in the Settlement Fund, each Claim shall be proportionately increased on a *pro rata* basis up to one hundred percent (100%) of the Eligible Settlement Class Member's Initial Claim Amount. (§4.6(a)). Conversely, if the Settlement Fund is insufficient to cover all valid Claims and all other costs and fees, each Claim shall be reduced on a *pro rata* basis. (§4.6(b)).

If any funds remain in the Settlement Fund balance following the calculation detailed above, then, upon motion by Plaintiffs and upon approval by the Court pursuant to the *cy pres* doctrine, the Settlement Administrator shall equally distribute the Residual Funds to the following non-profit organizations: National Consumer Law Center and Consumer Federation of America. (§4.6(c)). The Residual Funds will not be returned to Cargill. (*Id.*). Cargill represents and

warrants that any payment of Residual Funds to any charities, non-profit organizations, or government entities shall not reduce any of its donations to any charitable foundation and/or non-profit organization. (*Id.*).

B. Cargill Must Change Its Business Practices So As To Be Truthful in Labeling the Truvia Consumer Products

The Settlement requires Cargill to modify the labeling of the Truvia Consumer Products and to modify the Truvia.com website. (§§4.7, 4.8). Specifically, Cargill will add an asterisk immediately following the "Nature's Calorie-Free Sweetener" tagline on the Truvia Natural Sweetener packaging, along with adding the following statement or something substantially similar on the back panel of the Truvia Natural Sweetener packaging, below the ingredients panel: "*For more information about our ingredients go to Truvia.com/FAQ." On the box of packets, this will be done on both the front of the package and the top of the package if, at Cargill's sole discretion, the "Nature's Calorie-Free Sweetener" tagline is used. The asterisk and statement set forth above will also appear after any language that says "Truvia Natural Sweetener provides the same sweetness as two teaspoons of sugar." Additionally, Cargill will remove the phrase "similar to making tea" on all Truvia Consumer Product packaging. (§4.7(b)(ii)).

Cargill agrees to modify the description of erythritol on the box panel of the Truvia Consumer Products, to replace the phrase "Erythritol is a natural sweetener, produced by a natural process, and is also found in fruits like grapes and pears."

Cargill will substitute with the following or substantially similar language: "Erythritol is a natural sweetener, produced by a fermentation process. Erythritol is also found in fruits like grapes and pears." (§4.7(b)(i)).

On any Truvia Consumer Product packaging that describes erythritol or that the stevia leaves are steeped in water, Cargill will include a reference to www.Truvia.com/FAQ on the same panel or side as the description, where consumers can find further information. (§4.7(b)(iii)). On boxes of Truvia Natural Sweetener, Cargill agrees to put an asterisk on the side panel either after the phrase about erythritol, referenced in §4.7(b)(i), above or after the phrase currently on the label which reads "Natural flavors complement the clean sweet taste of Truvia natural sweetener." The asterisk will reference "*For more information about our ingredients go to Truvia.com/FAQ." described above.

On bags of Truvia baking blend, Cargill will likewise include an asterisk, or something similar, after "Natural Ingredients" on the front of the package directing consumers to Cargill's website for more information. (§4.7(a)(v)).

Cargill also agrees to make significant additions to its website to fully explain the manufacturing processes for the ingredients in the Truvia Consumer Products. (§4.8). The Truvia.com FAQ website modifications will include significant additions that will provide information regarding the Truvia Consumer Products, the processes for making them, and why Cargill believes these products

are natural. (*See id.*). Critically, Cargill will be removing the language currently on the website that likens the stevia leaf processing to "making tea" and the suggestion that the erythritol in Truvia Consumer Products comes from fruit. (*See id.*). With these additions, consumers will be able to obtain information regarding the source and processing of the ingredients in the Truvia Consumer Products.

Plaintiffs' Counsel believe that the agreed-to modifications are sufficient to prevent consumers from being deceived by the "natural" claims on the Truvia Consumer Products' labels. While the Truvia® Natural Sweetener brand still exists, the modifications to the labeling and substantial additions to the Truvia.com/FAQ website remedy any confusion reasonable consumers may have with regard to Cargill's "natural" claims. The injunctive relief provides consumers with significant information to make their own determination as to whether they deem the Truvia Consumer Products "natural."

C. Cargill Agrees to Class Certification for Settlement Purposes Only

Plaintiffs seek certification pursuant to Fed. R. Civ. P. 23(a) and (b)(3), and Cargill agrees to certification of the proposed Settlement Class for purposes of achieving settlement. Cargill has reserved all of its objections to class certification for litigation purposes, and has reserved all rights to challenge certification of a class in this case in the event final approval of the Settlement does not occur.

D. Cargill Will Pay Plaintiffs' Incentive Awards and Court-Awarded Attorneys' Fees and Litigation Costs

The Settlement Agreement provides that Plaintiffs' Counsel may apply for an award of reasonable Attorney's Fees and Expenses not to exceed 30% of the total sum of the Administration Fund and Settlement Fund ($1.83 million), and an Incentive Award to the Plaintiffs of up to $2,000.00 each. (§§8.1, 8.5). Defendant agrees not to oppose these applications. (§§8.1, 8.5).

IV. THE COURT SHOULD PRELIMINARY APPROVE THE SETTLEMENT

Plaintiffs' Counsel have worked diligently to reach the Proposed Settlement and believe the claims resolved in the Proposed Settlement have merit. (Guglielmo Decl., ¶20; Halunen Decl., ¶37; Reese Decl., ¶¶28-30). Plaintiffs and their counsel recognize, however, the expense and length of continued proceedings necessary to prosecute the claims through trial and appeal and have taken into account the uncertain outcome and risk of litigation, as well as the difficulties and delays inherent in such litigation. (Guglielmo Decl., ¶21; Halunen Decl., ¶38). Plaintiffs' Counsel have evaluated the various state consumer protection laws, as well as the legal landscape, to determine the strength of the claims, the likelihood of success, and the parameters within which courts have assessed settlements similar to the instant Settlement. (Guglielmo Decl., ¶14; Halunen Decl., ¶12). They believe this Settlement confers substantial benefits upon the Settlement Class. (Guglielmo

Decl., ¶21; Halunen Decl., ¶38). Based on the above-described evaluation, Plaintiffs' Counsel have determined that the Settlement is fair, reasonable, and adequate and in the best interest of the Settlement Class. (*Id.*).

Cargill has denied, and continues to deny, that its labeling of the Truvia Consumer Products is false, deceptive, or misleading to consumers or violates any legal requirement. (Guglielmo Decl., ¶22; Halunen Decl., ¶39). Cargill's willingness to resolve the Action on the terms and conditions embodied in the Settlement is based on, *inter alia*: (i) the time and expense associated with litigating this Action through trial and any appeals; (ii) the benefits of resolving the Action, including limiting further expense, inconvenience, and distraction, disposing of burdensome litigation, and permitting Defendant to conduct its business unhampered by the distractions of continued litigation; and (iii) the uncertainty and risk inherent in any litigation.

A. Legal Standard

"The Ninth Circuit has stated that 'there is an overriding public interest in settling and quieting litigation,' and this is 'particularly true in class action suits.'" *Lundell v. Dell, Inc.*, No. C05-3970 JWRS, 2006 WL 3507938, at *3 (N.D. Cal. Dec. 5, 2006) (citing *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976)); *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1238 (9th Cir. 1998). Approval of a class action settlement is a two-step process; first, the court enters a

preliminary approval order, and second, following notice of the proposed settlement to the class and a final fairness hearing, the court enters a final approval order. *West v. Circle K Stores, Inc.*, No. Civ. S-04-0438 WBS GGH, 2006 WL 1652598, at *2 (E.D. Cal. June 13, 2006); Manual for Complex Litigation §13.14 (4th ed. 2004). By this motion, Plaintiffs request that the Court take the first step and preliminarily approve the proposed Settlement, thereby allowing notice of the Settlement and the final approval hearing to be sent to Settlement Class.

A district court may approve a class action settlement only after determining it is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). In making this determination, a court should consider: (1) the strength of plaintiffs' case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement. *Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 576-77 (9th Cir. 2004). "The relative degree of importance to be attached to any particular factor will depend upon and be dictated by the nature of the claim(s) advanced, the type(s) of relief sought, and the unique facts and circumstances presented by each individual case." *Officers for Justice v. Civil Serv. Comm'n of the City and Cnty. of S.F.*, 688 F.2d

615, 625 (9th Cir. 1982). As explained by the court in *West*, "[g]iven that some of these factors cannot be fully assessed until the court conducts its fairness hearing, a full fairness analysis is unnecessary at [the preliminary approval] stage[.]" 2006 WL 1652598, at *9.[3] Accordingly, when determining whether to grant preliminary approval, the Court should "simply conduct a cursory review of the terms of the parties' settlement for the purpose of resolving any glaring deficiencies before ordering the parties to send the proposal to class members." *Id*. Preliminary approval of a settlement and notice to the class is appropriate if "'the proposed settlement appears to be [1] the product of serious, informed, noncollusive negotiations, [2] has no obvious deficiencies, [3] does not improperly grant preferential treatment to class representatives or segments of the class, and [4] falls within the range of possible approval.'" *In re Tableware Antitrust Litig*., 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007). Even though the Court need not, at the preliminary approval stage, assess the final approval factors, a review of those factors shows that this Settlement merits preliminary approval.

B. The Factors Weigh in Favor of Granting Preliminary Approval

1. The Settlement Is the Result of Arm's-Length Negotiations

The courts of this Circuit "put a good deal of stock in the product of an

[3] Unless otherwise indicated, all internal citations are omitted and emphasis is added.

arms-length, non-collusive, negotiated resolution . . . and have never prescribed a particular formula by which the outcome must be tested." *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009). This Settlement was achieved after nearly a year of zealous negotiations by the Parties on behalf of their respective clients and only after multiple settlement proposals were exchanged, rejected, and then modified prior to being accepted. (Guglielmo Decl., ¶16; Halunen Decl., ¶34). Cargill and Plaintiffs Martin and Barry spent many months mediating with the guidance and direct involvement of Judge Rosenbaum. (Halunen Decl., ¶¶14-15 & 17-18; Reese Decl., ¶¶14-16). Thereafter, all Parties worked to fashion a Settlement and address the concerns raised by Judge Kyle. (Guglielmo Decl., ¶¶13-15; Halunen Decl., ¶33; Reese Decl., ¶¶24-25). As detailed above, prior to agreeing to the Settlement, Plaintiffs' Counsel conducted extensive independent investigations. (Guglielmo Decl., ¶¶3-4; Halunen Decl., ¶9). Further, Plaintiffs' Counsel obtained extensive information and documents from Cargill through confidential, settlement-related discovery. (Guglielmo Decl., ¶13; Halunen Decl., ¶10). It was through this settlement-related discovery that Plaintiffs' Counsel obtained a full understanding of the processing of the Truvia Consumer Products' ingredients, which Cargill used as a basis for its labeling. (Guglielmo Decl., ¶14; Halunen Decl., ¶10). A presumption of fairness arises when a settlement is negotiated at arm's length by well-informed counsel. *Nigh v. Humphreys*

Pharmacal, Inc., No. 12cv2714-MMA-DHB, 2013 WL 5995382, at *7 (S.D. Cal. Oct. 23, 2013). This presumption is supported by the complete lack of evidence of collusion between the Parties. Thus, this factor weighs in favor of approval.

2. The Strength of Plaintiffs' Case and Risk, Expense, Complexity, and Likely Duration of Further Litigation

"It can be difficult to ascertain with precision the likelihood of success at trial. The Court cannot and need not determine the merits of the contested facts and legal issues at this stage, and to the extent courts assess this factor, it is to 'determine whether the decision to settle is a good value for a relatively weak case or a sell-out of an extraordinary strong case.'" *Misra* v. *Decision One Mortg. Co.*, 07-cv-0994 DOC, 2009 WL 4581276, at *7 (C.D. Cal. Apr. 13, 2009). In this case, Plaintiffs are confident in the strength of their claims. (Guglielmo Decl., ¶20; Halunen Decl., ¶37). Based on extensive investigation and discovery, Plaintiffs believe that they could obtain class certification, defeat all dispositive motions filed by Defendant, and proceed to a trial on the merits. (*Id*.). Plaintiffs nonetheless recognize that Defendant has several factual and legal defenses that, if successful, would defeat or substantially impair the value of Plaintiffs' claims. (Guglielmo Decl., ¶21; Halunen Decl., ¶38). Cargill has denied, and continues to deny, any liability and maintains that its current labeling is truthful and not misleading. (Guglielmo Decl., ¶22; Halunen Decl., ¶39). Cargill also has indicated that, should this matter proceed, it will vigorously oppose certification of

a litigation class, arguing (among other things) that individualized issues related to damages predominate because the proposed class members purchased the Truvia Consumer Products for varying reasons, had varying interpretations of the statements on the Product labels, and purchased the Truvia Consumer Products at various prices set by independent retailers. (*Id*.). If the case proceeded without settlement, Cargill also likely would argue that the class is not ascertainable and the class cannot be certified nationwide.

Litigation to date has been costly, and certainly further litigation would be costly, complex, and time consuming. Such litigation could include dispositive motions; contested class certification proceedings and appeals; costly nationwide discovery, including dozens of depositions, interrogatories, requests for admission, and voluminous document production; costly merits and class expert reports and discovery; and trial. Each step towards summary judgment and trial would likely be subject to Defendant's vigorous opposition and appeal. One of the hotly contested issues in this action would be consumer perception of "natural" to determine the materiality and deceptiveness of Defendant's labels. Such issues would be the subject of competing expert testimony subject to *Daubert* motions. The costs and risks associated with continuing to litigate this action would require extensive resources and Court time. "Avoiding such a trial and the subsequent appeals in this complex case strongly militates in favor of settlement rather than

further protracted and uncertain litigation." *Nat'l Rural Telecomms. Coop. v. DirecTV, Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004). Thus, "'unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results.'" *Id*. at 526. As discussed herein, as the Settlement confers an excellent result on the Class, approval is preferable to undeniable costly and lengthy litigation. *See, e.g., Almodova v. City & Cnty. of Honolulu*, Civil No. 07-00378DAE-LEK, 2010 WL 1372298, at *5 (D. Haw. Mar. 31, 2010) *report and recommendation adopted*, CIV.0700378-DAE-LEK, 2010 WL 1644971 (D. Haw. Apr. 20, 2010) (cost of continued litigation favored preliminary approval where significant discovery remained, class representatives had not been selected, dispositive motions had not been filed, and expert witnesses on damages would be necessary).

3. The Risk of Maintaining Class Action Status through Trial

Although Plaintiffs feel confident that class certification would be granted, Defendant has made clear that it intends to contest class certification. *See supra* Part IV.B.2. Further, Defendant has indicated that should the class be certified and this settlement not approved, it intends to file an interlocutory appeal. This raises further risk that the class may be decertified. As the value of each unit is $6.00, it is unlikely that any individual plaintiff would pursue litigation to recover this amount. As such, a class action represents consumers' best chance for recovery.

Given this risk, this factor weighs in favor of preliminary approval. *See, e.g.*, *Nigh*, 2013 WL 5995382, at *7 (finding factor favored approval where defendants represented they would vigorously contest class certification).

4. The Amount Offered in Settlement

"[T]he very essence of a settlement is compromise, 'yielding of absolutes and an abandoning of highest hopes.'" *Officers for Justice*, 688 F.2d at 624. The Ninth Circuit has held that "'it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what *might* have been achieved by the negotiators.'" *Id.* at 625. Thus, "[i]t is well-settled law that a cash settlement amounting to only a fraction of the potential recovery will not per se render the settlement inadequate or unfair." *Id.* at 628. "This is particularly true in cases, such as this, where monetary relief is but one form of the relief requested by the plaintiffs." *Id.* "It is the complete package taken as a whole, rather than the individual component parts, that must be examined for overall fairness." *Id*.

At trial, Plaintiffs would pursue judgment against Defendant seeking, *inter alia*, restitution for Class Members and injunctive relief. As outlined above, this is the precise relief the Settlement provides to the Settlement Class - $6.1 million in monetary relief for the class as well as injunctive relief. The Settlement enables

Settlement Class Members who purchased even one Truvia Consumer Product to receive $7.50, which is more than the MSRP, or 3 Vouchers to obtain 3 Eligible Voucher Products. (§4.4). Settlement Class Members even could obtain up to 100% of their purchase price. (§§4.4, 4.6(a)). This relief may not have been available had the Settlement not been reached.

Furthermore, as discussed in more detail above, Cargill has agreed to make significant label changes, including qualification of the "natural" representations[4] with detailed explanations of how the Truvia Consumer Products are made, how the erythritol and stevia leaf extract in the Truvia Consumer Products are produced, and whether the Truvia Consumer Products contain or are derived from genetically modified ingredients. (§§4.7, 4.8). These labeling changes will allow consumers to attain a clear understanding of how the Truvia Consumer Products and their ingredients are produced and, as a result, what Cargill means when it uses the term "natural" on the Product labeling. Thus, the $6,100,000 settlement and meaningful injunctive relief is fair and reasonable for an early resolution of these claims, prior to the extensive litigation discussed in the proceeding section. *See supra* Part IV.B.2; §4.1(a).

[4] Or, in at least one case, Cargill has agreed to remove the "natural" representation altogether, at its option.

5. The Stage of the Proceedings

"In the context of class action settlements, 'formal discovery is not a necessary ticket to the bargaining table' where the parties have sufficient information to make an informed decision about settlement." *Linney*, 151 F.3d at 1239. This is especially true "where there has been sufficient information sharing and cooperation in providing access to necessary data[.]" *Misra*, 2009 WL 4581276, at *8. "What is required is that 'sufficient discovery has been taken or investigation completed to enable counsel and the court to act intelligently.'" *Barbosa v. Cargill Meat Solutions Corp.*, 297 F.R.D. 431, 447 (E.D. Cal. 2013).

As discussed above, Plaintiffs' Counsel obtained extensive information and documents from Cargill through confidential discovery, including information concerning marketing, label design, product formulation, manufacturing processes for the product ingredients, profit and loss statements, information regarding Cargill's sales to grocery stores and other retailers, and Food and Drug Administration and other regulatory submissions. (Guglielmo Decl., ¶13; Halunen Decl., ¶9). Through this discovery, Plaintiffs' Counsel obtained a full understanding of the processing of the Truvia Consumer Products' ingredients, which Cargill used as a basis for its labeling. (Guglielmo Decl., ¶14; Halunen Decl., ¶10). Further, Plaintiffs' Counsel extensively investigated the ingredients in the Truvia Consumer Products, including the methods for producing Rebaudioside

A and erythritol, as well as the use of dextrose derived from genetically modified corn as a feedstock in the erythritol production process. (Guglielmo Decl., ¶¶3-4; Halunen Decl., ¶11). Thus, this factor also weighs in favor of preliminary approval. *See, e.g.*, *Nigh*, 2013 WL 5995382, at *7 (finding factor favored of approval where substantial discovery was obtained through settlement negotiations); *Almodova*, 2010 WL 1372298, at *5 (finding factor favored preliminary approval where case in early discovery stage).

6. The Experience and Views of Counsel

"'Great weight' is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation." *Nat'l Rural Telecomm. Coop.*, 221 F.R.D. at 528; "Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pac. Enter. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Counsel, for all parties, are highly experienced in complex class action litigation. For example, Class Counsel have qualified as lead counsel in other class actions and have a proven track record of successful prosecution of significant class actions. (Guglielmo Decl., ¶26, Ex. 2; Halunen Decl., ¶44, Ex. D.; Reese Decl., ¶35, Ex. A). All counsel have been privy to the entirety of the record in this case. They have reviewed the discovery provided during the settlement negotiations and approved the attached Settlement Agreement. It is the collective

opinion of all counsel that the attached Settlement is in the best interest of the Settlement Class. Thus, this factor weighs in favor of preliminary approval.

7. The Presence of a Governmental Participant

This factor is irrelevant. There has been no government action in this matter, which is a dispute between private citizens. Any government reaction to the Settlement can be assessed at the final approval hearing after notice is sent to the U.S. and state attorneys general and the United States CAFA Coordinator pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. §1715. (§5.1(b)).

8. The Reaction of the Class Members to the Settlement

Each of the Plaintiffs has agreed to the settlement terms and has signed the Settlement Agreement. Formal notice to the Settlement Class will be provided upon preliminary approval by the Court. Thus, this factor is more appropriately weighed at the final approval stage. *See, e.g., Rodriguez v. D.M. Camp & Sons*, 1:09-CV-00700-AWI, 2012 WL 6115651, at *8 (E.D. Cal. Dec. 7, 2012).

In sum, the proposed Settlement achieves the primary relief the Class would have pursued at trial and avoids the risks associated with possible adverse rulings if the case were to be litigated. Preliminary approval is therefore appropriate to avoid the uncertainties of continued litigation and in light of the extraordinary significant relief afforded to the Settlement Class. Accordingly, the Court should

preliminarily approve the Settlement.

V. THE COURT SHOULD CONDITIONALLY CERTIFY THE SETTLEMENT CLASS

A. The Proposed Settlement Class

For settlement purposes only, Plaintiffs request that the Court conditionally certify pursuant to Rule 23 the Settlement Class defined as:

> All persons who, during the Class Period (July 1, 2008 to the date of preliminary approval of the Settlement), both resided in the United States and purchased in the United States any of the Truvia Consumer Products for their household use or personal consumption and not for resale. Excluded from the Settlement Class are: (a) Cargill's board members or executive-level officers, including its attorneys; (b) governmental entities; (c) the Court, the Court's immediate family, and the Court staff; and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

(§2.29). The purpose of conditional class certification is to allow notice of the proposed settlement to be directed to members of the conditionally approved class. *Cf. West*, 2006 WL 1652598, at *2 (final settlement approval occurs after notice given to conditionally certified class); *see also In re Lupron Mktg. and Sales Practices Litig.*, 345 F. Supp. 2d 135, 138 (D. Mass. 2004) ("no practical way" for court to ascertain fairness of proposed class settlement "other than by proceeding with conditional class certification and giving notice with the opportunity for its members to opt in or out of the settlement"). Thus, class actions are routinely certified as part of proposed settlements. *See Donkerbrook v. Title Guar. Escrow*

Serv., Inc., Civil No. 10-00616 LEK-RLP, 2011 WL 1587521, at *1-2 (D. Haw. Apr. 25, 2011) (certifying the settlement class at the same time as granting preliminary approval of the proposed settlement); *Int. Longshore & Warehouse Union, Local 142 v. C. Brewer and Co., Ltd.*, Civil No. 06-00260-SOM-LEK, 2007 WL 4145228, at *1-2 (D. Haw. Nov. 20, 2007). As discussed below, the proposed Settlement Class satisfies all of the Rule 23 certification requirements.

B. Legal Standard

To certify the Settlement Class, the Rule 23(a) and at least one prong of the Rule 23(b) criteria need to be satisfied. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 614 (1997); *see Leyva v. Medline Indus. Inc.*, 716 F.3d 510, 512 (9th Cir. 2013). Rule 23(a) provides that an action may be maintained as a class action if: "(1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class, and (4) the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a); *see, Leyva*, 716 F.3d at 512. As is relevant here, the Rule 23(b)(3) requirements have been distilled into two general elements, commonly referred to as the "predominance" and "superiority" requirements. *Id.* at 512. The Settlement Class satisfies each Rule 23 requirement.

C. The Settlement Class Satisfies the Requirements of Rule 23(a)

1. The Class Is Sufficiently Numerous

The Rule 23(a) numerosity requirement "is met when a class includes at least 40 members." *Baker v. Castle & Cooke Homes Hawaii, Inc.*, Civil No. 11-00616 SOM-RLP, 2014 WL 1669131, at *4 (D. Haw. Jan. 31, 2014) *report and recommendation adopted as modified*, CIV. 11-00616 SOM, 2014 WL 1669158 (D. Haw. Apr. 28, 2014). Here it is estimated that five million households purchased the Truvia Consumer Products during the Class Period. (Dahl Aff.,[5] ¶11). This easily exceeds the threshold for establishing numerosity. *See, e.g., Int'l Longshore*, 2007 WL 4145228, at *1 (150 persons satisfied numerosity).

2. Common Questions of Law and Fact Exist

For Plaintiffs to maintain a class action there must be "common questions of law or fact among members of the class." Fed. R. Civ. P. 23(a)(2). "Th[e] common contention, moreover, must be of such a nature that it is capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011). "The key inquiry is not whether the plaintiffs have raised common questions, 'even in

[5] Affidavit of Jeffrey D. Dahl with Respect to Settlement Notice Plan attached as Exhibit C to the Settlement Agreement ("Dahl Aff.").

droves,' but rather, whether class treatment will 'generate common *answers* apt to drive the resolution of the litigation." *Abdullah v. U.S. Sec. Assoc., Inc.*, 731 F.3d 952, 957 (9th Cir. 2013) (quoting *Wal-Mart*, 131 S.Ct. at 2551) (emphasis in original). "This does not, however, mean that *every* question of law or fact must be common to the class; all that Rule 23(a)(2) requires is 'a single *significant* question of law or fact." *Id.* (emphasis in orginal).

Here, the commonality requirement is easily satisfied, as Defendant made uniform representations on the Truvia Consumer Product labeling during the Class Period as to whether the Products and ingredients are "natural." As discussed below in the context of predominance, the core questions of law or fact are not only common to all class members, but also predominate in this litigation. The determination of the following common questions will resolve issues central to the validity of Plaintiffs' and Settlement Class members' claims: (i) whether Defendant's marketing, advertising, packaging, labeling, distributing, and selling of the Truvia Consumer Products constitute (a) an unfair, unlawful, or fraudulent practice and (b) false advertising; (ii) whether Defendant materially misrepresented to the Class members that the Truvia Consumer Products are "natural," (iii) whether Defendant's alleged misrepresentations and omissions were material to reasonable consumers, and (iv) whether Defendant's alleged conduct injured consumers and, if so, the extent of the injury. These common issues of law and

fact satisfy Rule 23(a)(2)'s commonality test. *See, e.g., Forcellati v. Hyland's, Inc.*, CV 12-1983-GHK(MRWx), 2014 WL 1410264, at *9 (C.D. Cal. Apr. 9, 2014); *Nigh*, 2013 WL 5995382, at *4.

3. Plaintiffs' Claims Are Typical of Those of the Class

Rule 23(a)(3) requires "the claims and defenses of the representative parties [to be] typical of the claims or defenses of the class." Fed. R. Civ. P. 23(a)(3). Representative claims are typical if they are "reasonably coextensive with those of the absent class members; they need not be substantially identical." *Dukes v. Walmart, Inc.*, 509 F.3d 1168, 1184 (9th Cir. 2007). "In determining whether typicality is met, the focus should be 'on the defendants' conduct and the plaintiff's legal theory,' not the injury caused to the plaintiff." *Simpson v. Fireman's Fund Ins. Co.*, 231 F.R.D. 391, 396 (N.D. Cal. 2005). Typicality is met here as Plaintiffs and the proposed Class assert the same claims arising from the same factual predicate, that is, Defendant's marketing and labeling of a purportedly "all natural" sugar alternative that Plaintiffs allege contains synthetic ingredients and is heavily chemically processed. Thus, Plaintiffs and Settlement Class Members allegedly sustained the same injuries and damages arising out of Cargill's conduct and share the same interests in determining whether Truvia Consumer Products are deceptively labeled. *Nigh*, 2013 WL 5995382, at *4; *Weeks v. Kellogg Co.*, CV 09-08102 (MMM)(RZX), 2013 WL 6531177, at *7 (C.D. Cal. Nov. 23, 2013).

Consequently, Plaintiffs satisfy the typicality requirement.

4. Adequate Representation Is Satisfied

Finally, Plaintiffs must demonstrate that "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). The Ninth Circuit established a two prong test for this requirement: "(1) do the named plaintiffs and their counsel have any conflicts of interest with other class members and (2) will the named plaintiffs and their counsel prosecute the action vigorously on behalf of the class?" *Staton v. Boeing Co*., 327 F.3d 938, 957 (9th Cir. 2003). Absent evidence to the contrary, a proposed class representative's adequacy of representation is presumed. *Californians for Disability Rights, Inc. v. California Dep't of Transp.*, 249 F.R.D. 334, 349 (N.D. Cal. 2008).

Here, Plaintiffs are members of the Class they seek to represent. Plaintiffs' individual and the Settlement Class's claims arise from the same misconduct of Defendant's falsely labeling and advertising the Truvia Consumer Products. Moreover, Plaintiffs have sought and obtained remedies equally applicable and beneficial to the Settlement Class as to themselves. Thus, Plaintiffs share the same claims and interest in obtaining relief as all other Settlement Class members and have no conflicts of interests with other Settlement Class members. Plaintiffs have demonstrated their adequacy by diligently advancing this litigation, including achievement of the proposed Settlement that is presently before the Court. Further,

Plaintiffs have selected highly experienced complex class action attorneys, who have qualified as lead counsel in other class actions and have a proven track record of successful prosecution of significant class actions. (Guglielmo Decl., ¶26; Halunen Decl., ¶44; Ex. D.; Reese Decl., ¶35, Ex. A). Indeed, as with the proposed representatives themselves, "[i]n the absence of proof to the contrary, courts presume that class counsel is competent and sufficiently experienced to vigorously prosecute the class action." *Halbach v. Great-W. Life & Annuity Ins. Co.*, No. 4:05CV02399 ERW, 2007 WL 1018658, at *5 (E.D. Mo. Apr. 2, 2007).[6] Thus, the adequacy of representation requirement is satisfied. As such, Plaintiffs respectfully request they be appointed Class Representatives. *See, e.g., Int'l Longshore*, 2007 WL 4145228, at *1-2 (finding named plaintiffs to be adequate and appointing them as class representatives).

D. The Settlement Class Satisfies the Requirements of Rule 23(b)(3)

Plaintiffs seek to have the proposed Settlement Class certified pursuant to Rule 23(b)(3), as: (1) common questions of law or fact will predominate over questions affecting only individual members; and (2) a class action is "superior to

[6] *See also Cabbat v. Philip Morris USA, Inc.*, Civil No. 10-00162 DKW/BMK, 2014 WL 32172, at *8 (D. Haw. Jan. 6, 2014); *Wadsworth v. KSL Grand Wailea Resort, Inc.*, Civil No. 08-00527 ACK-RLP, 2011 WL 2938469, at *3 (D. Haw. June 27, 2011); *Kyne v. Ritz-Carlton Hotel, L.L.C.*, Civil No. 08-00530 ACK-RLP, 2011WL 2938502, at *3 (D. Haw. June 27, 2011).

other available methods" of adjudicating the case. Fed. R. Civ. P 23(b)(3).

1. Common Legal and Factual Questions Predominate

With regard to Rule 23(b)(3) predominance, the court analyzes whether the "proposed classes are sufficiently cohesive to warrant adjudication by representation." *Amchem*, 521 U.S. at 623. As stated by the Supreme Court, the "[p]redominance is a test readily met in certain cases alleging consumer . . . fraud." *Id*. at 625. "[T]he common issues must be 'a significant aspect of the case and they [must] be resolved for all members of the class in a single adjudication[.]'" *Davis v. Four Seasons Hotel Ltd.*, 277 F.R.D. 429, 437 (D. Haw. 2011).

The central issues in this litigation with respect to the Settlement Class arise out of Plaintiffs' efforts to remedy a common legal grievance concerning Defendant's marketing and sale of the Truvia Consumer Products. The common remedial theories – modification of the "natural" representations concerning the Truvia Consumer Products, reimbursement of Class Members for the purchase price – were all addressed in the Parties' negotiations and are addressed in the Proposed Settlement. Common, predominant questions include whether Defendant is responsible for one or more of the violations of law of which Plaintiffs complain and whether Plaintiffs are entitled to injunctive and monetary relief. Because these overriding questions focus on Defendant's conduct – and not on Plaintiffs' conduct – and because they concern the core question of liability, they are predominant.

See Hanlon v. Chrysler Corp., 150 F.3d 1011, 1022 (9th Cir. 1998). The proposed Settlement accomplishes Plaintiffs' collective goal – namely, it resolves and settles with finality all of the claims asserted against Defendant. Thus, predominance is satisfied. *See, e.g.*, *Weeks*, 2013 WL 6531177, at *9; *Nigh*, 2013 WL 5995382, at *5.

2. A Class Action Is the Superior Means to Adjudicate the Claims

Rule 23(b)(3) sets forth factors for determining whether "a class action [is] superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). As explained by the Ninth Circuit in *Zinser v. Accufix Research Inst., Inc.*, 253 F.3d 1180 (9th Cir. 2001), "'consideration of these factors requires the court to focus on the efficiency and economy elements of the class action so that cases allowed under subdivision (b)(3) are those that can be adjudicated most profitably on a representative basis.'" *Id*. at 1190.

Rule 23(b)(3)'s four "superiority" factors weigh heavily in favor of class certification here. First, although there have been several actions filed by different class members, none have been filed on a strictly individual basis. Each case was filed as a class, thus no class member has shown interest in handling the claims made in the complaint in an individual capacity. Second, Defendant has made clear that should this settlement not be approved, it intends to vigorously defend against the claims. Third, the procedural history demonstrates that several courts

have found the current venue the most desirable for conducting this action. Finally, given the vast experience of Plaintiffs' Counsel in conducting class actions, and the predominance of the legal and factual questions involved in the current case, management of the class would not be difficult. Liability in this action will turn on whether Defendant's labeling message is likely to deceive the reasonable consumer. Because establishing this for one Class member is the same as for any other, judicial efficiency weighs in favor of a class action. Likewise, it is not economically feasible for the many thousands of Settlement Class members to pursue their claims against Defendant on an individual basis given the average retail price of Truvia compared to the expense of establishing these claims. *Hanlon*, 150 F.3d at 1023. Here, a class action is superior to individual suits. *See, e.g.*, *Weeks*, 2013 WL 6531177, at *9.

In sum, the Court should conditionally certify the Settlement Class under Rule 23(a) and (b)(3).

E. The Court Should Appoint Class Counsel for the Settlement Class

Rule 23(g)(1) requires the Court to appoint counsel to represent the interests of the class. *In re Rubber Chemicals Antitrust Litig.*, 232 F.R.D. 346, 355 (N.D. Cal. 2005). For the reasons stated above in connection with the adequacy requirements of Rule 23(a)(4), and as has been demonstrated thus far in this litigation, the law firms retained by Plaintiffs to prosecute this class action are

"well equipped" to vigorously, competently and efficiently represent the Settlement Class. (Guglielmo Decl., ¶26; Halunen Decl., ¶44; Ex. D.; Reese Decl., ¶35, Ex. A). Accordingly, the Court should appoint Scott+Scott, Attorneys at Law, LLP, Halunen & Associates, and Reese Richman LLP as Class Counsel for the Settlement Class. *See, e.g., Int'l Longshore*, 2007 WL 4145228, at *2 (appointing adequate plaintiffs' counsel as class counsel).

VI. THE COURT SHOULD APPROVE THE PROPOSED NOTICE PLAN

Rule 23(e) provides that "[t]he court must direct notice in a reasonable manner to all class members who would be bound by" a proposed settlement. Fed. R. Civ. P. 23(e)(1). In addition, "[f]or any class certified under Rule 23(b)(3), the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B).

A. The Notice Plan

The Parties developed a robust notice program with the assistance of Dahl Administration, LLC, a company that specializes in the development and implementation of notice and settlement administration.[7] The Notice Plan includes: (a) direct mail notice to the approximately 3,500 Settlement Class

[7] The details of the notice program ("Notice Plan" or "Notice"), including the mediums utilized, design, and intended reach and frequency, are detailed in the attached Dahl Affidavit. (Settlement, Ex. C).

Members identified from Cargill's records; (b) published notice through the use of paid print media; (c) web-based notice using paid banner ads on targeted websites; (d) additional web-based notice using "keyword" searches displaying banner ads; (e) social media ads targeting relevant interest areas; (f) national media through the issuing of a press release distributed nationwide through PR Newswire; (g) a dedicated, informational website through which Settlement Class Members can obtain more detailed information about the Settlement and access case documents; and (h) a toll-free telephone helpline by which Settlement Class Members can obtain additional information about the Settlement and request a Class Notice and/or Claim Form. (Dahl Aff., ¶¶14, 18-33; *see also* Dahl Aff., Exs. 2-5.) Further, pursuant to CAFA, notice of the Settlement will be mailed to state Attorneys General, the United States Attorney General, and the United States CAFA Coordinator. (§5.1(b)). The Notice Plan has been designed to obtain over 147 million individual print and digital impressions targeted to approximately 28 million persons in order to achieve sufficient scale and impression frequency to target approximately five million class members. (Dahl Aff., ¶15). Coverage and exposure will be further increased by the earned media campaign, the website, and the toll-free helpline. (*Id.*).

B. The Proposed Method of Notice is Appropriate

The method proposed for providing notice to Class members is "reasonable"

and should be approved. Notice to the Class will be achieved shortly after entry of the Preliminary Approval Order. The Notice will be provided to Class members so that they have sufficient time to decide whether to participate in the settlement, object, or opt out. Courts routinely find that similar comprehensive notice programs meet the requirements of due process and Rule 23. *See*, *e.g.*, *Arnold v. Fitflop USA, LLC*, 11-CV-0973 W (KSC), 2014 WL 1670133, at *4-5 (S.D. Cal. Apr. 28, 2014); *Beck-Ellman v. Kaz USA, Inc.*, 3:10-CV-02134-H-DHB, 2013 WL 1748729, at *8 (S.D. Cal. Jan. 7, 2013).

C. The Proposed Content of Notice Is Adequate

Rule 23 requires that notice of a settlement be "the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). The contents of the notice to class members "'is satisfactory if it "generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard."'" *Rodriguez*, 563 F.3d at 962.

Here, the proposed Notice provides this "sufficient detail." Together, they define the Class, explain all Class member rights, releases, and applicable deadlines, and describe in detail the injunctive and monetary terms of the settlement, including the procedures for allocating and distributing settlement funds among the Settlement Class Members. They plainly indicate the time and

place of the hearing to consider approval of the settlement, and the method for objecting to or opting out of the settlement. They detail the provisions for payment of attorneys' fees and incentive awards to the class representatives, and provide contact information for the putative Class Counsel. This comports with settlement notices upheld in other cases. *See, e.g., In re Wells Fargo Loan Processor Overtime Pay Litig.*, MDL Docket No. C-07-1841(EMC), 2011 WL 3352460, at *4 (N.D. Cal. Aug. 2, 2011) (notice adequate where "[i]t disclosed all material elements of the settlement, including class members' release of claims, their ability to opt out or object to the settlement, the amount of incentive awards and attorneys' fees sought, and estimates of the award members could expect to receive."); *Int'l Longshore*, 2007 WL 4145228, at *3. *See generally Rodriguez*, 563 F.3d at 962-63 (because "[s]ettlement notices are supposed to present information about a proposed settlement neutrally, simply, and understandably," they need not "detail the content of objections, or analyze the expected value" of fully litigating the case).

VII. PROPOSED SCHEDULE OF EVENTS

The last step in the settlement approval process is to hold a final fairness hearing at which the Court may hear all evidence and argument necessary to make the settlement evaluation. Proponents of the settlement may explain the terms and conditions of the settlement and offer argument in support of final approval. In

addition, settlement class members, or their counsel, may be heard in support of or in opposition to the Settlement Agreement. The Court will determine after the Final Approval Hearing whether the settlement should be approved, and whether to enter a final order and judgment under Rule 23(e).

Plaintiffs propose the following schedule of events leading to the Final Approval Hearing as set forth in the proposed Preliminary Approval Order submitted herewith:

Event	Time for Compliance
Preliminary Approval Hearing	July 21, 2014 at 9:45 a.m. Hawaii time
Entry of Preliminary Approval Order	TBD
Escrow of Administration Fund	Within 7 days after the entry of the Preliminary Approval Order
Commencement of Notice Plan	Within 14 days after the entry of the Preliminary Approval Order
Motion in Support of Final Approval of Settlement and Motion in Support of Award of Attorneys' Fees, Expenses and Incentive Awards	44 days before the Final Approval Hearing
Mailing/Filing Deadline for Objections	30 days before the Final Approval Hearing
Mailing Deadline for Requests for Exclusion ("Opt-outs")	30 days before the Final Approval Hearing
Filing of Notice of Intent to Appear by any objector	15 days before Final Approval Hearing
Service and Filing of Affidavit by Notice Administrator of Notice	10 days prior to the Final Approval

Publication and Opt-outs	Hearing
Reply in Support of Motion for Final Approval of Settlement and Award of Attorneys' Fees, Expenses and Incentive Awards	7 days before the Final Approval Hearing
Final Approval Hearing	Approximately 100 days from entry of Preliminary Approval Order
Proofs of Claim	Postmarked no later than 120 days from publication of notice

This schedule is reasonable and provides due process for Settlement Class Members with respect to their Settlement rights.

VIII. CONCLUSION

For the foregoing reasons, the Court should preliminarily approve Plaintiffs' Settlement with Defendant; conditionally certify the Settlement Class and appoint Plaintiffs as representatives of their respective proposed Settlement Class; approve the manner and form of notice to be furnished to conditional Settlement Class members; and schedule a fairness hearing under Federal Rule of Civil Procedure 23(e)(1)(C) for the purpose of determining whether the Settlement is fair, reasonable, and adequate and, therefore, deserving of final approval.

DATED: June 19, 2014

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

DENISE HOWERTON, ERIN CALDERON, and RUTH PASARELL, Individually and on Behalf of All Others Similarly Situated, Plaintiffs, vs. CARGILL, INC., Defendant.	Civil No. 13-00336 LEK-BMK **DECLARATION OF JOSEPH P. GUGLIELMO IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and others similarly situated, Plaintiffs, vs. CARGILL, INC., Defendant.	Civil No. 14-cv-00218-LEK-BMK

Pursuant to 28 U.S.C. §1746, Joseph P. Guglielmo, under penalty of perjury, declares that the following is true and correct to the best of his knowledge and belief:

1. I am a partner at the law firm of Scott+Scott, Attorneys At Law, LLP ("Scott+Scott"), and counsel for Plaintiffs Denise Howerton, Erin Calderon, and Ruth Pasarell. I have personal knowledge of the matters set forth herein based on my active participation in all material aspects of the prosecution of the action, *Howerton v. Cargill, Inc*., 13-cv-0336-LEK-BMK (the "*Howerton* Action"), and submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval"). Attached hereto as Exhibit 1 is a true and correct copy of the fully executed Class Action Settlement Agreement with corresponding exhibits.

2. I represent Plaintiffs Howerton, Calderon, and Pasarell in this matter and am seeking appointment as one of the Class Counsel for the proposed Settlement Class along with counsel for Plaintiffs Martin and Barry, Halunen & Associates ("Halunen") and Reese Richman LLP ("Reese Richman"). I, and my firm, Scott+Scott, along with my co-counsel, have been responsible for the prosecution of this Action on behalf of Plaintiffs Howerton, Calderon, and Pasarell and have led the negotiations on behalf of these clients to achieve the Proposed Settlement along with the Halunen and Reese Richman firms. From the outset of

the investigation and filing of the *Howerton* action, through the negotiation and drafting of the settlement before the Court, Scott+Scott has vigorously represented the interests of its clients and the Class Members to obtain the best possible recovery.

3. Scott+Scott performed extensive work identifying and investigating the potential factual and legal claims, drafting and filing the initial complaint and the consolidated class complaint on behalf of Plaintiffs Howerton, Calderon, Pasarell and the proposed Class.

4. Scott+Scott investigated the facts underlying the allegations in the Action several months prior to bringing this Action, starting in February 2013. Scott+Scott reviewed and scrutinized the Truvia Consumer Products' labeling and advertising and conducted independent scientific research regarding the manufacturing process for the Truvia Consumer Products, including the methods for producing Rebaudioside A and erythritol, as well as the use of dextrose derived from genetically modified corn as a feedstock in the erythritol production process. Scott+Scott also consulted with potential marketing and labeling experts to assist it in developing the claims.

5. The *Howerton* Action was filed on July 8, 2013 and the complaint was served on July 22, 2013. *Howerton*, ECF Nos. 1, 21. Cargill's counsel entered an appearance in the Action on August 6, 2013 and obtained Plaintiff

Howerton's consent for a courtesy extension of time to respond to the complaint until September 26, 2013. *Howerton*, ECF Nos. 17, 20.

6. After the close of business on September 19, 2013, Cargill's counsel served me with a complaint that Plaintiffs Molly Martin and Lauren Barry filed in the District of Minnesota, captioned *Martin v. Cargill, Inc.*, 13-CV-02563 (D. Minn.), as well as a motion for preliminary approval of a proposed settlement agreement resolving nationwide class claims pertaining to Cargill's labeling and marketing of its purportedly all natural sweetener, Truvia ("Martin Settlement") (*Martin*, 14-cv-00218-LEK-BMK (D. Hawaii), ECF Nos. 7-12) along with a motion for preliminary injunction to enjoin the prosecution of this Action. *Martin*, 14-cv-00218-LEK-BMK (D. Hawaii), ECF Nos. 16-20.

7. On September 20, 2013, Cargill moved to stay this action pending approval of the settlement in *Martin* (*Howerton*, ECF No. 31). In response to that filing, Plaintiff Howerton submitted an *ex parte* application seeking expedited discovery relating to the Martin Settlement and opposition to Defendant's motion to stay. ECF Nos. 35, 38. Following oral argument, on October 11, 2013, Magistrate Judge Kurren denied both motions in deference to resolution of the issues by the Minnesota Court. *Howerton*, ECF No. 48.

8. At no time prior to September 19, 2013, when I was served with the proposed Martin Settlement, was I aware of any other action pending against

Cargill involving the allegations made in the *Howerton* Action, nor was I aware of any efforts to settle any claims relating to Cargill's false and misleading promotion of the Truvia Consumer Products.

9. On October 16, 2013, Plaintiff Howerton filed an objection to the *Martin* plaintiffs' motion for preliminary approval. *Martin,* 14-cv-00218-LEK-BMK (D. Hawaii), ECF Nos. 48-50.

10. On October 23, 2013, United States District Judge Richard H. Kyle of the District of Minnesota held a hearing on Plaintiffs Martin and Barry's motion for preliminary approval of the Martin Settlement. *Martin,* 14-cv-00218-LEK-BMK (D. Hawaii), ECF No. 53. On October 29, 2013, Judge Kyle denied the motion for preliminary approval without prejudice, stating that he did not have sufficient information to assess the settlement. *See Martin v. Cargill, Inc*., 295 F.R.D. 380, 389 (D. Minn. 2013); *Martin*, 14-cv-00218-LEK-BMK (D. Hawaii), ECF No. 56. Judge Kyle also issued an order to show cause as to whether the first-filed rule should be applied to transfer the *Martin* Action to the District of Hawaii. *Martin*, 295 F.R.D. at 388-89. Plaintiff Howerton responded to the order to show cause and requested that the *Martin* action be transferred to Hawaii. *Martin*, 14-cv-00218-LEK-BMK (D. Hawaii), ECF Nos. 62-63.

11. On September 23, 2013, Plaintiff Calderon filed a complaint in the Central District of California. *Calderon v. Cargill, Inc*., 13-CV-7046 ("California

Action"). On September 24, 2013, Plaintiff Pasarell filed a complaint in the Southern District of Florida. *Pasarell v. Cargill, Inc.*, 13-CV-23433 ("Florida Action").

12. On November 8, 2013, Plaintiff Pasarell filed a motion in the Florida Action to transfer that action to Hawaii. *Pasarell*, ECF Nos. 5-6. On November 11, 2013, Plaintiff Calderon filed a motion in the California Action to transfer that action to Hawaii, which was granted on December 10, 2013. *Calderon*, ECF Nos. 9, 20. On November 12, 2013, Cargill moved to transfer the *Howerton* action pursuant to 28 U.S.C. §1404 to the District of Minnesota. *Howerton*, ECF No. 50. Cargill also moved to have all five actions centralized for consolidated pretrial proceedings in the District of Minnesota pursuant to 28 U.S.C. §1407 before the Judicial Panel on Multidistrict Litigation ("Panel"). Following oral argument, the Panel denied Cargill's transfer motion on February 12, 2014. *In re Truvia Natural Sweetener Mktg. and Sales Practices Litig.*, MDL No. 2512, 2014 WL 585552 (J.P.M.L. Feb. 12, 2014). On April 28, 2014, Plaintiff Pasarell voluntarily dismissed the Florida Action. *Pasarell*, ECF No. 28. Thereafter, on May 2, 2014, Judge Kyle *sua sponte* transferred the *Martin* Action to the District of Hawaii. *Martin*, 14-cv-00218-LEK-BMK (D. Hawaii), ECF Nos. 66. On May 12, 2014, Plaintiffs Howerton, Calderon, and Pasarell filed a consolidated amended

complaint in the District of Hawaii. *Howerton*, ECF No. 80. On May 19, 2014, *Martin* was consolidated with the *Howerton* Action. *Howerton*, ECF No. 82.

13. Despite the complicated and sometimes contentious procedural history in this case, Plaintiffs' Counsel determined the class was best served if all interests were aligned to achieve a beneficial resolution of the claims in the actions. For several months, all Plaintiffs' Counsel and Cargill worked to amend the Settlement Agreement to include all pending actions. As a prerequisite to further settlement negotiations, I required Cargill to provide me with the same discovery it provided Plaintiffs Martin and Barry regarding the labeling of the Truvia Consumer Products, including information concerning marketing, label design, product formulation, manufacturing processes for the product ingredients, profit and loss statements, information regarding Cargill's sales to grocery stores and other retailers, and Food and Drug Administration and other regulatory submissions.

14. Through the settlement related discovery, Plaintiffs' Counsel obtained a full understanding of the processing of the Truvia Consumer Products' ingredients, which Cargill used as a basis for its labeling. Scott+Scott also extensively investigated the ingredients in the Truvia Consumer Products, including the methods for producing Rebaudioside A and erythritol, as well as the use of dextrose derived from genetically modified corn as a feedstock in the

erythritol production process. In addition, Scott+Scott evaluated the various state consumer protection laws, as well as the legal landscape to determine the strength of the claims, the likelihood of success, and the parameters within which courts have assessed settlements similar to the instant proposed Settlement.

15. With this understanding of the strengths and weaknesses of Plaintiffs' claims, we continued to negotiate both the monetary terms as well as the prospective changes to the marketing, advertising, and labeling of the Truvia Consumer Products. As a result of those negotiations, we were able to enhance the settlement fund, obtaining a $6.1 million cash settlement, improve the marketing, advertising, and labeling changes and address all concerns raised by Judge Kyle at the preliminary approval hearing in Minnesota.

16. Additional settlement-related negotiations were hard-fought, and it appeared at many junctures that the Parties would not reach agreement. During the negotiations, multiple proposals were exchanged, rejected and modified prior to being accepted. Accordingly, the Proposed Settlement is the product of extensive, arms-length, and vigorously contested settlement negotiations.

17. In my opinion, this Settlement demonstrates that the best practicable result was achieved on behalf of the Class.

18. The Parties fully formalized the Settlement in a long-form Settlement Agreement that was fully executed on June 19, 2014.

19. The Parties negotiated the Attorney's Fees and Expenses here only after they had agreed upon the basic structure of the Settlement's substantive terms.

20. Plaintiffs remain convinced their case has merit, but recognize substantial risk is involved in continued litigation. Based on extensive investigation and discovery, Plaintiffs believe that they could obtain class certification, defeat all dispositive motions filed by Defendant, and proceed to a trial on the merits.

21. All complex class actions are uncertain in terms of ultimate outcome, difficulties of proof, and duration, and this action is no different. There is always the possibility that we may not prevail if this action continues. Plaintiffs and Plaintiffs' Counsel recognize, however, the expense and length of continued proceedings necessary to prosecute the claims through trial and appeal and have taken into account the uncertain outcome and risk of litigation, as well as the difficulties and delays inherent in such litigation. I believe the monetary, advertising, marketing, and labeling terms set forth in the Proposed Settlement confers substantial benefits upon the Settlement Class Members. Based on the above-described evaluation, I have determined that the Proposed Settlement is fair, reasonable, and adequate and in the best interest of the Settlement Class.

22. Cargill has denied, and continues to deny, any liability and maintains that its current labeling is truthful and not misleading. Cargill has also indicated that, should this matter proceed, it will vigorously oppose certification of a litigation class. In the event Plaintiffs seek certification of a litigation class, Cargill will argue, among other things, that individualized issues related to damages predominate because the proposed class members purchased the Truvia Consumer Products for varying reasons, had varying interpretations of the statements on the Product labels, and purchased the Truvia Consumer Products at various prices set by independent retailers. Indeed, Cargill has denied, and continues to deny, any and all fault, wrongdoing, and liability for Plaintiffs' claims.

23. Throughout the course of investigation, settlement-related discovery, settlement negotiations, litigation, and filing of the Settlement and accompanying motions with the Court, Plaintiffs' Counsel have devoted significant time to the investigation, development, prosecution, and resolution of this action.

24. Each Plaintiff performed an important and valuable service for the benefit of the Settlement Class. Each met, conferred, and corresponded with Plaintiffs' Counsel as needed for the efficient process of this litigation.

25. Each Plaintiff has participated in numerous interviews by Plaintiffs' Counsel and provided informal discovery, including personal information relating to their purchases of the Truvia Consumer Products.

26. Scott+Scott has substantial experience with consumer class actions in general and with consumer fraud and false advertising, specifically. I have served in many leadership roles on behalf of consumers including:

- *In re Managed Care Litigation*, MDL No. 1334 (S.D. Fla.) (settlements with Aetna, CIGNA, Prudential, Health Net, Humana, and WellPoint providing monetary and injunctive benefits exceeding $1 billion);
- *Love v. Blue Cross and Blue Shield Ass'n*., No. 03-cv-21296 (S.D. Fla.) (settlements of approximately $130 million and injunctive benefits valued in excess of $2 billion);
- *In re Insurance Brokerage Antitrust Litigation*, MDL No. 1897 (D.N.J.) (settlements in excess of $180 million);
- *In re Pre-Filled Propane Tank Marketing and Sales Practices Litigation*, MDL 2086 (W.D. Mo.) (settlements in excess of $40 million).
- I was the principle litigator and obtained a significant opinion from the Hawaii Supreme Court in *Hawaii Medical Association v. Hawaii Medical Service Association, Inc.*, 113 Hawaii 77 (Haw. 2006), reversing the trial court's dismissal and clarifying rights for consumers under the state's unfair competition law.

27. Attached hereto as Exhibit 2 is a true and correct copy of Scott+Scott's Firm Resume.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Colchester, Connecticut on June 19, 2014.

/s/ Joseph P. Guglielmo
Joseph P. Guglielmo

EXHIBIT 1

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

Denise Howerton, on behalf of herself and all others similarly situated, Plaintiff, v. Cargill, Incorporated, Defendant	Civil Action No. 13-cv-00336-LEK-BMK
Molly Martin and Lauren Barry, on behalf of themselves and all others similarly situated, Plaintiffs, v. Cargill, Incorporated, Defendant.	Civil Action No. 14-cv-00218-LEK-BMK

CLASS SETTLEMENT AGREEMENT

TABLE OF CONTENTS

TABLE OF EXHIBITS

CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement is entered into this 13th day of June, 2014 by and between Plaintiffs Molly Martin, Lauren Barry, Denise Howerton, Erin Calderon, Ruth Pasarell ("Plaintiffs"), on behalf of themselves and each of the Settlement Class Members, on the one hand, and Defendant Cargill, Incorporated ("Cargill" or "Defendant"), a Delaware corporation, on the other hand (collectively, Plaintiffs and Defendant are the "Parties"). The Parties intend for the Class Settlement Agreement to fully, finally, and forever resolve, discharge, and settle all released rights and claims, subject to the terms and conditions set forth herein.

I. RECITALS

1.1 Four putative class actions involving five named plaintiffs have been filed and originally were pending in four different jurisdictions, all challenging the labeling, marketing, and advertising of Cargill's Truvia Consumer Products. Plaintiffs allege that Truvia Consumer Products are not "natural," and are inaccurately and deceptively labeled as "natural." Each action is discussed, in turn, below.

1.2 *Martin and Barry v. Cargill, Inc.* On February 12, 2013, Plaintiff Martin commenced an action styled *Martin v. Cargill, Inc.*, in the Hennepin

County, Minnesota state district court, by serving a complaint on Cargill. On March 1, 2013, Counsel for Plaintiff Barry, who also represents Plaintiff Martin, sent a letter and a draft complaint to Cargill alleging Cargill was in violation of the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq*. (the "CLRA"), in its labeling and marketing of Truvia Consumer Products. Alleging they were deceived by "natural" statements on the labels of the Truvia Consumer Products they purchased, Plaintiff Martin sought to represent a class of Minnesota consumers of Truvia Consumer Products, and Plaintiff Barry sought to represent both a California and a multi-state class of Truvia Consumer Product purchasers. The complaints alleged that Truvia Consumer Products – and stevia leaf extract and erythritol ingredients of which Truvia Consumer Products are composed – were not "natural" because they were "highly processed," synthetic, and/or derived from GMOs, and that the descriptions of the Truvia Consumer Products were inaccurate or misleading. On February 28, 2013, Plaintiff Martin voluntarily dismissed her complaint without prejudice to facilitate mediation of the dispute, and Plaintiff Barry agreed to delay filing a complaint to facilitate mediation. On September 18, 2013, Plaintiffs Martin and Barry filed a joint action styled *Martin, et al. v. Cargill, Inc.*, in the United States District Court for the District of Minnesota on behalf of a proposed nationwide class. Plaintiffs asserted claims for unjust enrichment; for violation of the

consumer protection, deceptive trade practice, and false advertising statutes under both Minnesota and California law (*i.e.*, the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. § 325F.69, the Unlawful Trade Practices Act, Minn. Stat. § 325D.13, the Deceptive Trade Practices Act, Minn. Stat. § 325D.44, the False Advertising Statute, Minn. Stat. § 325F.67; the CLRA; the California False Advertising Law, Cal. Bus. & Prof. Code § 17500 *et seq.*; and the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*), and for breach of warranty regarding the advertising, labeling, and marketing of Cargill's Truvia Consumer Products. This case was transferred to the United States District Court for the District of Hawaii on May 2, 2014.

1.3 *Howerton v. Cargill, Inc.* On July 8, 2013, Plaintiff Howerton filed *Howerton v. Cargill, Inc.*, in the United States District Court for the District of Hawaii, with substantially similar factual allegations and claims as Plaintiffs Martin and Barry. Plaintiff Howerton also claimed violations of Hawaii's unfair and deceptive trade practices laws, Haw. Rev. Stat. §§ 480.1 *et seq.*; violations of Hawaii's Uniform Deceptive Trade Practices Act, Haw. Rev. Stat. §§ 481A-1, *et seq.*; unjust enrichment; breach of express and implied warranties of multiple states; and violation of consumer fraud laws of multiple states. Plaintiff Howerton sought to represent both a nationwide and Hawaii class of Truvia Consumer Product purchasers.

1.4 *Calderon v. Cargill, Inc.* On September 23, 2013, Plaintiff Calderon filed *Calderon v. Cargill, Inc.* in the United States District Court for the Central District of California. Plaintiff Calderon's complaint is substantially similar to that of Plaintiff Howerton, but also alleged violations of the CRLA; California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*; and California False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq*. Plaintiff Calderon sought to represent both a California and a nationwide class of Truvia Consumer Product purchasers. This case was transferred to the District of Hawaii on December 10, 2013, and consolidated with *Howerton v Cargill, Inc.*

1.5 *Pasarell v. Cargill, Inc.* On September 24, 2013, Plaintiff Pasarell, represented by the same counsel as Plaintiff Howerton, filed *Pasarell v. Cargill, Inc.*, in the United States District Court for the Southern District of Florida. Plaintiff Pasarell's complaint is substantially similar to that of Plaintiff Howerton, but also alleged violations of the Florida Deceptive & Unfair Trade Practices Act, Fla. Stat. §§ 501.201, *et seq*.. Plaintiff Pasarell sought to represent both a Florida and a nationwide class of Truvia Consumer Product purchasers. This case was voluntarily dismissed without prejudice, by stipulation, on April 25, 2014.

1.6 Plaintiffs Howerton, Calderon, and Pasarell filed an amended consolidated putative class action complaint in the United States District Court

for the District of Hawaii on May 12, 2014. Thereafter, *Howerton* and *Martin* were administratively consolidated by stipulation and Order dated May 15, 2014.

1.7 Cargill and Counsel for Plaintiffs Martin and Barry mediated the claims they raised in their putative class action complaints for four days on June 13, 2013, June 14, 2013, July 30, 2013, and August 1, 2013, before Hon. James Rosenbaum (Ret.) of JAMS, in Minneapolis, Minnesota. As part of the mediation process, Counsel for Plaintiffs Martin and Barry obtained extensive information and documents from Cargill through confidential, pre-mediation discovery, including information concerning marketing, label design, product formulation, sales, profit-and-loss information for the Truvia Consumer Products, information regarding Cargill's sales to grocery stores and other retailers, and Food and Drug Administration and other regulatory submissions.

1.8 On September 19, 2013, Plaintiffs Martin and Barry filed a proposed putative nationwide settlement class action agreement with Cargill. After briefing and a hearing, Hon. Richard Kyle (D. Minn.) denied preliminary approval of the initial proposed settlement on October 29, 2013, and issued an Order to Show Cause why the action should not be transferred to the District of Hawaii under the "first filed" doctrine. As stated above in paragraph 1.2, on May 2, 2014, Judge Kyle transferred the *Martin* action to the United States District Court for the District of Hawaii.

1.9 Following the denial of preliminary approval of the proposed settlement, the confidential information and documents previously-exchanged with Counsel for Plaintiffs Martin and Barry were exchanged with and thoroughly examined by Counsel for Plaintiffs Howerton, Calderon, and Pasarell.

1.10 From November 2013 through May 2014, Cargill and representatives for all Plaintiffs continued hard-fought negotiations for a revised settlement agreement with multiple in-person meetings, phone conferences, written exchanges of information, and additional informal discovery including Cargill providing additional information on sales. This new Settlement Agreement was reached as a result of these hard-fought negotiations.

1.11 Before entering into this Settlement Agreement, Plaintiffs' Counsel conducted an extensive and thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the claims, potential claims, and potential defenses asserted in this Action. As part of that investigation, Plaintiffs' Counsel obtained extensive information and documents from Cargill through confidential, informal discovery, including information concerning marketing, label design, product formulation, sales, pricing, profit-and-loss information for the Truvia Consumer Products,

information regarding Cargill's sales to grocery stores and other retailers, and Food and Drug Administration and other regulatory submissions.

1.12 This Agreement is the product of extensive, arms-length, and vigorously contested settlement negotiations and exchange of information relevant to the negotiation that spanned over a year, from March 2013 to May 2014. Four days of mediation were held between Defendant Cargill and Counsel for Plaintiffs Martin and Barry in June, July, and August 2013, before the Honorable James M. Rosenbaum (Ret.) of JAMS, in Minneapolis, Minnesota. Following the denial of approval of the first proposed class action settlement, the Parties have spent the past six to seven months in continued settlement negotiations through multiple in-person meetings, phone conferences, and written exchange of information and demands. Representative of all named plaintiffs of all currently-filed cases have had the opportunity to participate in these settlement negotiations.

1.13 The Action has not been certified as a class action. Subject to the approval of the Court, the Parties agree that a class may be conditionally certified for purposes of this Settlement. Cargill agrees to class-action treatment of the claims alleged in this Action solely for the purpose of compromising and settling those claims on a class basis as set forth herein.

1.14 Plaintiffs, as proposed Settlement Class representatives, believe the claims settled herein have merit. Plaintiffs and their counsel recognize, however, the litigation risk involved, including the expense and length of continued proceedings necessary to prosecute the claims through trial and appeal, and have taken into account those factors, as well as the litigation's inherent difficulties and delays. They believe the settlement set forth in this Agreement confers substantial benefits upon the Settlement Class Members. They have evaluated the settlement set forth in this Agreement and have determined it is fair, reasonable, adequate to resolve their grievances, and in the best interest of the Settlement Class.

1.15 Cargill has denied, and continues to deny, that its marketing, advertising, and/or labeling of the Truvia Consumer Products is false, deceptive, or misleading to consumers or violates any legal requirement. Cargill's willingness to resolve the Action on the terms and conditions embodied in this Agreement is based on, *inter alia*: (i) the time and expense associated with litigating this Action through trial and any appeals; (ii) the benefits of resolving the Action, including limiting further expense, inconvenience, and distraction, disposing of burdensome litigation, and permitting Cargill to conduct its business unhampered by the distractions of continued litigation; and (iii) the uncertainty and risk inherent in any litigation, regardless of legal merit.

1.16 This Agreement, any negotiations, proceedings, or documents related to this Agreement, its implementation, or its judicial approval cannot be asserted or used by any person to support a contention that class certification is proper or that liability does or does not exist, or for any other reason, in the above-captioned action or in any other proceedings, *provided, however*, that Settlement Class Members, Class Counsel, Cargill, other related persons, and any person or entity that is a beneficiary of a release set forth herein, may reference and file this Agreement, and any resulting Order or Judgment, with the Court, or any other tribunal or proceeding, in connection with the implementation or enforcement of its terms (including but not limited to the releases granted therein or any dispute related thereto).

THEREFORE, in consideration of the mutual promises and covenants contained herein and of the releases and dismissals of claims described below, the Parties agree to this Settlement, subject to the Final Approval of the Court, upon the following terms and conditions set forth in this Class Settlement Agreement.

II. DEFINITIONS

2.1 "Action" means the instant administratively consolidated lawsuits, styled *Howerton, Calderon, and Pasarell v. Cargill, Inc.*, No. 13-cv-00336-LEK-BMK (D. Haw.), and *Martin and Barry v. Cargill, Inc.*, 14-cv-00218-LEK-BMK.

Collectively, the *Howerton* consolidated and amended complaint (13-cv-00336-LEK-BMK, ECF No. 80) and the *Martin* complaint (14-cv-00218-LEK-BMK, ECF No. 1) are referred to herein as the "Complaints."

2.2 "Agreement" or "Settlement" or "Settlement Agreement" means this Class Settlement Agreement and its exhibits, attached hereto or incorporated herein, including any subsequent amendments agreed to by the Parties and any exhibits to such amendments.

2.3 "Attorneys' Fees and Expenses" means such funds as the Court may award to Class Counsel to compensate Class Counsel for the fees and expenses they have incurred or will incur in connection with this Action and Settlement, as described in Section VIII of this Agreement. Attorneys' Fees and Expenses do not include any costs or expenses associated with the Class Notice or administration of the Settlement.

2.4 "Cargill" means Cargill, Incorporated, a Delaware corporation with its principal place of business in Wayzata, Minnesota, and its predecessors, subsidiaries, shareholders, affiliates, officers, directors, partners, employees, agents, servants, assignees, successors, and/or other transferees or representatives.

2.5 "Cargill's Counsel" means Robins, Kaplan, Miller & Ciresi, L.L.P., 800 LaSalle Avenue, 2800 LaSalle Plaza, Minneapolis, Minnesota 55402.

2.6 "Claim Form" means the document to be submitted by Claimants seeking payment pursuant to Section 4.2 of this Class Settlement Agreement. The Claim Form will accompany the mailed Class Notice and will be available online at the Settlement Website, substantially in the form of Exhibit A to this Class Settlement Agreement.

2.7 "Claim Period" means the time period during which Settlement Class Members may submit a Claim Form to the Settlement Administrator for review. The Claim Period shall run for a period of time ordered by the Court, and last at least one-hundred and twenty (120) calendar days from the date of the first publication of the Summary Settlement Notice or Class Notice, whether online, via print publication, or via press release, whichever is earlier.

2.8 "Claimant" means a Settlement Class Member who submits a claim for payment as described in Section 4.2 of this Class Settlement Agreement.

2.9 "Class Action Settlement Administrator," "Settlement Administrator," or "Notice Administrator" means Dahl Administration, the company jointly selected by Class Counsel and Cargill's Counsel and approved by the Court to provide Class Notice and to administer the claims process.

2.10 "Class Counsel" means Reese Richman LLP, 875 Sixth Avenue, 18th Floor, New York, NY 10001, Halunen & Associates, 80 South Eighth Street,

Suite 1650, Minneapolis, MN 55402, and Scott+Scott, Attorneys at Law, LLP, The Chrysler Building, 405 Lexington Ave., 40th Floor, New York, NY 10174.

2.11 "Class Notice" or "Long-Form Notice" means the legal notice of the proposed Settlement terms, as approved by Cargill's Counsel and Class Counsel, subject to approval by the Court, to be provided to potential members of the Settlement Class pursuant to Section 5.1 below. The Class Notice shall be substantially in the form attached hereto as Exhibit B. Any changes to the Class Notice from Exhibit B must be jointly approved by Class Counsel and Cargill's Counsel.

2.12 "Class Period" means the period from July 1, 2008, up to and including the date of the Court's Preliminary Approval Order.

2.13 "Court" means the United States District Court for the District of Hawaii.

2.14 "Effective Date" means:

(a) if no appeal is taken from the Order and Final Judgment, thirty-five (35) days after the Court enters the Order and Final Judgment of this Class Settlement Agreement; or

(b) if an appeal is taken from the Order and Final Judgment, the date on which all appellate rights (including petitions for rehearing or re-argument, petitions for rehearing en banc, petitions for certiorari or any other

form of review, and proceedings in the United States Supreme Court or any other appellate court) have expired, been exhausted, or been finally disposed of in a manner that affirms the Order and Final Judgment.

2.15 "Eligible Voucher Products" means certain Truvia Consumer Products which Claimants may use a Voucher to obtain. Specifically, the Eligible Voucher Products are the 40-count and 80-count packages of Truvia Natural Sweetener packets, and any sizes of the Truvia Natural Sweetener spoonable jars and baking blends. Eligible Voucher Products do not include the 140-count or 300-count packages of Truvia Natural Sweetener packets. Cargill agrees that it will continue to make these Eligible Voucher Products available for purchase by consumers during a period of no less than eighteen months after the date the last Voucher is distributed.

2.16 "Final Approval" of this Class Settlement Agreement means the date that Judgment is entered in this Action approving this Class Settlement Agreement.

2.17 "Fund Institution" means a third-party banking institution where the cash funds Cargill will pay under the terms of this Agreement will be deposited into an interest-bearing Qualified Settlement Fund account, specifically, the Settlement Fund, as defined herein. Pursuant to Section 4.1, Class Counsel will select the Fund Institution, and Cargill will approve it.

2.18 "Incentive Award" means the amount the named plaintiffs, Plaintiffs Martin, Barry, Howerton, Calderon, and Pasarell, will receive, pursuant to Section 8.5.

2.19 "Initial Claim Amount" means the amount a Settlement Class Member claims as a cash payment or Voucher payment on a Claim Form that is timely, valid, and approved by the Settlement Administrator. The value basis of the Initial Claim Amount is described in Section 4.6. The Initial Claim Amount is subject to *pro rata* increase or decrease, depending on the value of all approved Claims submitted, pursuant to Section 4.6.

2.20 "Notice Plan" means the plan for publication of Class Notice developed by the Settlement Claim Administrator, attached hereto as Exhibit C, Affidavit of Jeffrey D. Dahl With Respect to Settlement Notice Plan.

2.21 "Order and Final Judgment" means the final order to be entered by the Court approving the Settlement pursuant to the terms and conditions of this Agreement, dismissing the Action with prejudice, releasing claims, and otherwise directing as the Court or the Parties deem necessary and appropriate to effectuate the terms and conditions of this Agreement.

2.22 "Plaintiffs' Counsel" means Class Counsel and Beck & Lee Trial Lawyers, 66 West Flagler Street, Suite 1000, Miami, FL 33130; Davis & Taliaferro, LLC, 7031 Halcyon Park Drive, Montgomery, AL 36117; Marlin & Saltzman, LLP,

29229 Canwood Street, Suite 208, Agoura Hills, CA 91301; Wood Law Firm, LLC, P.O. Box 382434, Birmingham, AL 35238-2434; and Lawrence W. Cohn, Attorney at Law, 75-109 Lolo Lane, Kailua Kona, HI 96740.

2.23 "Preliminary Approval" means the order preliminarily approving the Class Settlement Agreement, preliminarily certifying the Settlement Class, approving the Notice of Proposed Settlement, and issuing any necessary related orders.

2.24 "Qualified Settlement Fund" means the type of fund, account, or trust, created pursuant to 26 C.F.R. § 1.468B-1, that the Fund Institution will establish to receive payments under this Agreement.

2.25 "Related Actions" means any action filed, threatened to be filed, or filed in the future in other state or federal courts asserting claims and alleging facts substantially similar to those asserted and alleged in this Action, including but not limited to the following: the threatened lawsuits by Joel Gurss and "Ms. Lanigan."

2.26 "Released Claims" means any claim, cross-claim, liability, right, demand, suit, matter, obligation, damage, restitution, disgorgement, loss or cost, attorney's fee or expense, action, or cause of every kind and description that Plaintiffs and the Settlement Class had or have, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether as

individual claims asserted on a class basis or on behalf of the general public, whether known or unknown, asserted or unasserted, suspected or unsuspected, latent or patent, that is, has been, could reasonably have been, or in the future might reasonably be asserted by Plaintiffs or members of the Settlement Class either in the Action or in any action or proceeding in this Court or in any other court or forum, including any Related Actions, regardless of legal theory or the law under which such action may be brought, and regardless of the type or amount of relief or damages claimed, against any of the Released Persons, arising out of or relating to the allegations in the Complaints or Cargill's labeling, marketing, and advertising of the Truvia Consumer Products as alleged in the Complaints. This includes, *inter alia,* and for the avoidance of doubt, all such claims that relate in any way to statements that are contained on the Truvia Consumer Products or otherwise relate to the advertising, labeling, or marketing of the Truvia Consumer Products as "natural," "Truvia Natural Sweetener," "Nature's Calorie-Free Sweetener," "natural sweetness," "Natural Ingredients," "natural sweetener," "From Nature," "Honestly Sweet®," "produced by a natural process," "Naturally Sweetened with Truvia," "From nature, for sweetness," "sweetness born from the leaves of the stevia plant," "naturally sweetened with," "Calorie-Free Sweetness from the Stevia Leaf," "Calorie-Free Sweetener from the Stevia Leaf," "Calorie-Free Sweetness from Stevia, "Calorie-

Free Sweetener from Stevia," and similar statements regarding the Truvia Consumer Products through any medium (on-label, Internet, television, radio, or otherwise). Plaintiffs and the Settlement Class agree that the agreed modifications to the labeling, packaging, marketing, and advertising of the Truvia Consumer Products set forth in Section 4.7 below are satisfactory to Plaintiffs and the Settlement Class and alleviate each and every alleged deficiency with regard to the labeling, packaging, advertising, and marketing of the Truvia Consumer Products (and similar deficiencies, if any, with regard to other or future Truvia products) set forth in or related to the Complaints. For the avoidance of doubt, the term "Released Claims" includes only those claims that arise out of or relate to the allegations in the Complaints or Cargill's labeling, marketing, and advertising of the Truvia Consumer Products.

2.27 "Released Persons" means and includes Cargill and each of its affiliated entities, subsidiaries, predecessors, and successors, distributors, retailers, customers, and assigns, including the present and former directors, officers, employees, shareholders, agents, insurers, partners, privies, representatives, attorneys, accountants, and all persons acting by, through, under the direction of, or in concert with them.

2.28 "Residual Fund" means the value of funds remaining in the Settlement Fund, less all Claimants' Initial Claim Amounts; less Class Notice and

administration costs; and less all Attorneys' Fees and Expenses and Incentive Awards pursuant to Court Order or otherwise specified in this Agreement.

2.29 "Settlement Class" or "Settlement Class Member" means all persons who, during the Class Period, both resided in the United States and purchased in the United States any of the Truvia Consumer Products for their household use or personal consumption and not for resale. Excluded from the Settlement Class are: (a) Cargill's board members or executive-level officers, including its attorneys; (b) governmental entities; (c) the Court, the Court's immediate family, and the Court staff; and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

2.30 "Settlement Fund" means the fund valued at Six Million One Hundred Thousand Dollars and No Cents ($6,100,000.00) that Cargill will pay either in cash or in Vouchers to Settlement Class Members who submit valid and timely Claim Forms, pursuant to Section 4.2. The Settlement Fund will also be used to pay for any award of Attorneys' Fees and Expenses that the Court orders, any Class Notice and administration costs, Incentive Awards, and other costs pursuant to the terms of Section 4.1(a) of this Agreement.

2.31 "Settlement Hearing" means the hearings the Court will hold to consider and determine whether it should approve the proposed settlement

contained in this Class Settlement Agreement as fair, reasonable, and adequate, and whether it should enter Judgment approving the terms of the Class Settlement Agreement. These Settlement Hearings include both a "Preliminary Approval Hearing" and a "Final Approval Hearing" or "Fairness Hearing," to be held after preliminary approval is granted, as the Court so orders.

2.32 "Settlement Website" means the website to be created for this settlement that will include information about the Actions and the Settlement, relevant documents, and electronic and printable forms relating to the Settlement, including the Claim Form. The Settlement Website shall be activated by the date of the first publication of the Summary Settlement Notice or Class Notice, whichever is earlier, and shall remain active until one hundred and twenty (120) calendar days after the Court enters the Order and Final Judgment.

2.33 "Summary Settlement Notice" or "Short Form Notice" means the Summary Class Notice of proposed class action settlement, to be disseminated by publication substantially in the form of Exhibit D attached to this Agreement. Any changes to the Summary Settlement Notice or Short Form Notice from the form set forth in Exhibit D must be jointly approved by Class Counsel and Cargill's Counsel.

2.34 "Tally" or "Final Tally" means the calculation and report the Settlement Administrator shall provide to the Parties, which shall include the

value, number, and type of timely, valid, and approved Claims. The Final Tally shall also include the amount due to the Settlement Fund in cash and the calculation of the value of the Vouchers that Settlement Class Members timely and validly claimed. The Settlement Administrator shall give the Final Tally to the Parties no later than seven (7) calendar days after the close of the Claim Period.

2.35 "Truvia Consumer Products" means Cargill's products composed of the ingredients Plaintiffs complained of in this Action, including erythritol and stevia leaf extract (also known as rebiana). The Truvia Consumer Products include Truvia Natural Sweetener in packet, spoonable jar, and baking blend forms, of any size or quantity, purchased by Settlement Class Members during the Class Period, as well as any of these products that are purchased in the future, provided that there is no change in their ingredients or formulation that would be material to the claims resolved in this Settlement Agreement.

2.36 "Voucher" means a voucher that may be redeemed for any Eligible Voucher Product. No cash is required to redeem a Voucher for an Eligible Voucher Product, as the Voucher covers the entire purchase price of the Eligible Voucher Product. Vouchers are fully transferrable. Vouchers will expire eighteen months after distribution. The MSRP on the Eligible Voucher Products is Three Dollars and Ninety-Nine Cents ($3.99) for Truvia Natural Sweetener 40-

count packets, and Six Dollars and Ninety-Nine Cents ($6.99) for Truvia Natural Sweetener 80-count packets, baking blends, and spoonable jars. Actual average sales prices of the Eligible Voucher Product vary from the MSRP, as different retailers set their own prices and purchases may be subject to discounts or coupons from retailers or from Cargill. Cargill must reimburse the retailer the then-current, non-discounted price of every product that is redeemed by a Voucher, which is sometimes higher and more often lower than the MSRP. Based upon the MSRP and the current average retail price for Eligible Voucher Products, the Parties have agreed, for the purposes of this administering the Settlement Funds under this Agreement, to value the Vouchers at Six Dollars and No Cents ($6.00) per Voucher. In addition, Cargill must pay eight cents ($0.08) per Voucher to the retailer for each redeemed Voucher.

III. CERTIFICATION OF THE SETTLEMENT CLASS AND PRELIMINARY APPROVAL

3.1 For the purposes of settlement and the proceedings contemplated herein, the parties stipulate and agree that a nationwide Settlement Class should be certified. Class certification shall be for settlement purposes only and shall have no effect for any other purpose.

3.2 The certification of the Settlement Class shall be binding only with respect to this Class Settlement Agreement. In the event that Final Approval does not occur for any reason, the Preliminary Approval, and all of its provisions,

shall be vacated by its own terms, and this Action shall revert to its status that existed prior to the date of this Class Settlement Agreement.

3.3 As part of the settlement process, Cargill consents to Plaintiffs' application to the Court for entry of an order which, among other things: (a) preliminarily certifies the Settlement Class in accordance with the definition set forth in Section 2.29 of this Class Settlement Agreement; (b) preliminarily approves this Agreement for purposes of issuing Class Notice; (c) approves the timing, content, and manner of the Class Notice and Summary Settlement Notice or Short Form Notice; (d) appoints the Settlement Administrator; (e) appoints Reese Richman, LLP, Halunen & Associates, and Scott+Scott, Attorneys at Law, LLP as Class Counsel and Plaintiffs Martin, Barry, Pasarell, Howerton and Calderon as named Class Representatives; and (f) makes such orders as are necessary and appropriate to effectuate the terms and conditions of this Agreement.

IV. SETTLEMENT CONSIDERATION AND BENEFITS

The settlement relief includes four components to benefit the Settlement Class: (a) a Settlement Fund from which Settlement Class Members who submit timely, valid, and approved claims will obtain refunds or Vouchers; (b) modifications to the Truvia Consumer Products labeling; and (c) modifications to the Truvia Consumer Products website.

4.1 Settlement Fund

(a) **Settlement Fund**. Cargill shall establish a Settlement Fund with a value of Six Million, One Hundred Thousand Dollars and No Cents ($6,100,000.00). The value of the Settlement Fund shall be composed of cash combined with the value of the Vouchers and cost to Cargill of Voucher redemption, which is defined in Section 2.36. Cargill shall pay all cash payments due per Section 4.1(b) by paying this amount into a Qualified Settlement Fund at the Fund Institution. The Settlement Fund shall be applied to pay in full and in the following order:

(i) any necessary taxes and tax expenses;

(ii) all costs and expenses associated with disseminating notice to the Settlement Class, including but not limited to, the Class Notice and Summary Settlement Notice;

(iii) all costs and expenses associated with the administration of the Settlement, including but not limited to, processing claims and fees of the Class Action Settlement Administrator.

(iv) any Attorneys' Fees and Expenses award made by the Court to Class Counsel pursuant to Section VIII of this Class Settlement Agreement;

(v) any Incentive Award made by the Court to Plaintiffs under Section 8.5 of this Class Settlement Agreement;

(vi) cash payments, Voucher payments, and cost of redemption of Vouchers measured by number of Vouchers distributed to Settlement Class Members who have submitted timely, valid, and approved Claims pursuant to the Claims Process outlined in Section 4.2 and the Monetary Relief outlined in Section 4.3 of this Agreement; and

(vii) the Residual Funds, if any, pursuant to Section 4.6 of this Agreement.

(b) Cargill's Funding of the Settlement Fund.

(i) Initial Deposit. Within seven (7) calendar days after the entry of the Preliminary Approval Order, Cargill shall fund the Settlement Fund by depositing Five-Hundred Thousand Dollars and No Cents ($500,000.00) into the Settlement Fund account. This seven-day deadline may be extended by mutual consent of the Parties.

(ii) Periodic Payment(s) to the Settlement Fund. Following the entry of the Preliminary Approval Order and after the payment of the Initial Deposit, Cargill shall pay subsequent amounts invoiced by the Settlement Administrator for expenses incurred and approved by Class Counsel, by depositing the invoiced amounts into the Settlement Fund, within thirty (30)

calendar days after Class Counsel has approved the invoice and communicated that approval to Cargill.

(iii) Attorneys' Fees and Costs and Incentive Payment. Within (5) days after the Effective Date, or sooner if the procedure outlined in Section 8.2 is used, Cargill shall fund the amount ordered by the Court in its Final Approval Order for Attorneys' Fees and Expenses and Incentive Awards to the Plaintiffs.

(iv) Balance Payment to the Settlement Fund. No later than seven (7) calendar days after the close of the Claim Period, the Settlement Administrator shall provide the Parties a Final Tally, which includes the value, number, and type of timely, valid, and approved Claims. The Tally shall include the amount due to the Settlement Fund in cash and the value of the Vouchers to be distributed. No later than fourteen (14) days after receipt of the Final Tally or no later than fourteen (14) days after the Effective Date, whichever is later, Cargill shall deposit the remaining cash balance into the Settlement Fund and shall approve the release of the Vouchers due.

(c) Class Counsel must approve any payment of costs or expenses under Sections 4.1(a)(i), 4.1 (a)(ii), and 4.1(a)(iii).

(d) In no circumstances shall Cargill's contribution to the Settlement Fund, which includes cash, plus the value and redemption cost of all Vouchers distributed, exceed Six Million, One Hundred Thousand Dollars and No Cents

($6,100,000.00). Vouchers are valued at Six Dollars and No Cents ($6.00) per Voucher and the cost of redemption at eight cents ($0.08) per Voucher. Thus, under this Settlement Agreement, the Parties agree that the combined cash, and Voucher value and redemption costs, of the Settlement Fund encompasses the full extent of Cargill's monetary payment due under this Agreement. These payments, pursuant to the terms and conditions of this Agreement, and any other non-monetary obligations of and considerations due from Cargill set forth in this Agreement, will be in full satisfaction of all individual and class claims asserted in this Action.

(e) Cargill and the Released Parties are not obligated (and will not be obligated) to compute, estimate, or pay any taxes on behalf of Plaintiffs, Plaintiffs' Counsel, Class Counsel, any Settlement Class Member, the Notice Administrator, or the Settlement Administrator.

(f) In the event the Effective Date does not occur, all amounts paid into the Settlement Fund, less amounts incurred for claims administration and notice, shall be returned to Cargill.

4.2 Eligibility and Process for Obtaining a Cash or Voucher Payment

To be eligible for a cash or Voucher payment, a Settlement Class Member must submit a timely and valid Claim Form, which will be evaluated by the Settlement Administrator.

(a) **Claim Form Availability**. The Claim Form shall be in a substantially similar form to that attached as Exhibit A. The Claim Form will be: (i) included on the Settlement Website to be designed and administered by the Settlement Administrator; (ii) made readily available from the Settlement Administrator, including by requesting a Claim Form from the Settlement Administrator by mail, e-mail, or calling a toll-free number provided by the Settlement Administrator; and (iii) mailed to those individuals who have directly bought Truvia Consumer Products from www.truvia.com. The Claim Form will be available for downloading on Class Counsel's website, at Class Counsel's option.

(b) **Timely Claim Forms**. Settlement Class Members must submit a timely Claim Form, which is one postmarked or submitted online before or on the last day of the Claim Period, the specific date of which will be prominently displayed on the Claim Form and Class Notice. For a non-online Claim Form, the Claim Form will be deemed to have been submitted on the date of the postmark on the envelope or mailer. For an online Claim Form and in all other cases, the Claim Form will be deemed to have been submitted on the date it is received by the Settlement Administrator.

(c) **Validity of Claim Forms**. Settlement Class Members must submit a valid Claim Form, which must contain the Settlement Class Member's name

and mailing address, attestation of purchase(s) as described in Section 4.2(d), type(s) of Truvia Consumer Products purchased, and location(s) of purchase(s). On the Claim Form, Settlement Class Members must include either the estimated number of Truvia Consumer Products purchased or the estimated value of the Truvia Consumer Products purchased. Subject to Section 4.2(g) herein, Claim Forms that do not meet the requirements set forth in this Agreement and in the Claim Form instructions may be rejected. The Settlement Administrator will determine a Claim Form's validity. Where a good faith basis exists, the Settlement Administrator may reject a Settlement Class Member's Claim Form for, among other reasons, the following:

(i) Failure to attest to the purchase of the Truvia Consumer Products, or purchase of products that are not covered by the terms of this Settlement Agreement;

(ii) Failure to provide adequate verification or additional information of the Claim pursuant to a request of the Settlement Administrator;

(iii) Failure to fully complete and/or sign the Claim Form;

(iv) Failure to submit a legible Claim Form;

(v) Submission of a fraudulent Claim Form;

(vi) Submission of Claim Form that is duplicative of another Claim Form;

(vii) Submission of Claim Form by a person who is not a Settlement Class Member;

(viii) Request by person submitting the Claim Form to pay funds to a person or entity that is not the Settlement Class Member for whom the Claim Form is submitted;

(ix) Failure to submit a Claim Form by the end of the Claim Period; or

(x) Failure to otherwise meet the requirements of this Agreement.

(d) **Attestation of Purchase Under Penalty of Perjury Required**. Because the claims process will not require proof of purchase, each Settlement Class Member shall sign and submit a Claim Form that states to the best of his or her knowledge the total number and type of purchased Truvia Consumer Products, and location of his or her purchases. The Claim Form shall be signed under an affirmation stating the following or substantially similar language: "I declare, under penalty of perjury, that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased the Truvia Consumer Product(s) claimed above during the Class Period for personal or household use and not for resale. I understand that my Claim Form may be subject to audit, verification, and Court review."

(e) **Verification of Purchase May be Required.** The Claim Form shall advise Settlement Class Members that while proof of purchase is not required to submit a Claim, the Settlement Administrator has the right to request verification or more information regarding the purchase of the Truvia Consumer Products for the purpose of preventing fraud. If the Settlement Class Member does not timely comply or is unable to produce documents or additional information to substantiate the information on the Claim Form and the Claim is otherwise not approved, the Settlement Administrator may disqualify the Claim.

(f) **Claim Form Submission and Review.** Claimants may submit a Claim Form either by mail or electronically. The Settlement Administrator shall review and process the Claim Forms pursuant to the process described in this Agreement to determine each Claim Form's validity. Adequate and customary procedures and standards will be used by the Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims. The Parties shall take all reasonable steps, and direct the Settlement Administrator to take all reasonable steps, to ensure that Claim Forms completed and signed electronically by Settlement Class Members conform to the requirements of the federal Electronic Signatures Act, 15 U.S.C. § 7001, *et seq*.

(g) **Claim Form Deficiencies**. Failure to provide all information requested on the Claim Form will not result in immediate denial or nonpayment

of a claim. Instead, the Settlement Administrator will take all adequate and customary steps to attempt to cure the defect and to determine the Settlement Class Member's eligibility for payment and the amount of payment based on the information contained in the Claim Form or otherwise submitted, including but not limited to attempting to follow up with the Claimant to gather additional information if necessary. If the Claim Form defect cannot be cured, the Claim will be rejected.

(h) **Failure to Submit Claim Form**. Unless a Settlement Class Member opts out pursuant to Section VI, any Settlement Class Member who fails to submit a timely and valid Claim Form shall be forever barred from receiving any payment pursuant to this Agreement, and shall in all other respects be bound by all of the terms of this Agreement and the terms of the Order and Final Judgment to be entered in the Action. Based on the Release contained in the Agreement, any Settlement Class Member who does not opt out will be barred from bringing any action in any forum (state or federal) against any of the Released Parties concerning any of the matters subject to the Release.

4.3 Monetary Relief to Settlement Class Members: Payments of Cash Refunds or Vouchers.

(a) The relief to be provided to each Settlement Class Member who submits a timely and valid Claim Form pursuant to the terms and conditions of

this Agreement shall be a Payment either in the form of (i) a cash refund or (ii) a Voucher redeemable for Eligible Voucher Products. The Settlement Class Member may choose whether he or she wants (i) a cash refund or (ii) Vouchers for Eligible Voucher Products. The amount or value of the payment will vary based on: (i) the type and number (or value) of the Truvia Consumer Products that the Settlement Class Member purchased; (ii) whether the Settlement Class Member elects to receive a cash refund or a Voucher; (iii) whether the Settlement Class Member submits a valid Claim Form for all qualifying purchases; and (iv) the total amount of valid claims submitted.

(b) Cash refunds will be paid by the Settlement Administrator pursuant to Section 4.5, via check.

(c) Vouchers will be paid by the Settlement Administrator pursuant to Section 4.5, via a printed Voucher booklet. One Voucher may be redeemed for any Eligible Voucher Product—specifically, a 40-count box of packets of Truvia Natural Sweetener, an 80-count box of packets of Truvia Natural Sweetener, a bag of Truvia Baking Blend, or a spoonable jar of Truvia Natural Sweetener. The Voucher shall look substantially similar to the example in Exhibit E.

4.4 Monetary Relief for Settlement Class.

On the Claim Form, a Settlement Class Member must state the type of Truvia Consumer Products purchased, the location purchased, and either the

number or the approximate value (not including sales taxes and/or shipping charges paid by the Settlement Class Member) of Truvia Consumer Products purchased during the Class Period. The Initial Claim Amount depends on the number and type, or value, of Truvia Consumer Products purchased as described below and in Table 1, and is subject to *pro rata* upward or downward adjustment pursuant to Section 4.6. In the event that the number and types of Truvia Consumer Products purchased do not correspond with the value claimed, the Settlement Claims Administrator shall have discretion to determine the Initial Claim Amount.

For the purposes of administering this Settlement Agreement, the parties agree that the value of each purchase of Truvia Eligible Voucher Products is $6.00, based on the MSRP, current average sales price, and sales data exchanged. For the purposes of this Settlement Agreement, the parties agree that if litigation continued, the damages available to Plaintiffs , if any, would be based in part on a "price premium" theory, whereby Plaintiffs would have attempted to recover the premium paid for the Truvia Consumer Products due to the complained-of labeling as opposed to the price paid without the complained-of labeling.

(a) **Tier 1:** Subject to *pro rata* upward or downward adjustment pursuant to Section 4.6, a Settlement Class Member who purchased One Hundred Twenty Dollars and No Cents ($120.00.00) or more worth of Truvia

Consumer Products, or twenty (20) or more Truvia Consumer Products, may choose to receive, at his or her sole election, payment of either:

(i) Forty-Five Dollars and No Cents ($45.00) cash refund, or

(ii) Fifteen (15) Vouchers, each of which can be redeemed for a free Eligible Voucher Product. Pursuant to the terms of this Agreement, the value of the Vouchers to the Settlement Class Member is Ninety Dollars and No Cents ($90.00), but the Vouchers may not be redeemed for cash from Cargill or from any retailer.

(b) **Tier 2:** Subject to *pro rata* upward or downward adjustment pursuant to Section 4.6, a Settlement Class Member who purchased Sixty Dollars and No Cents ($60.00) up to and including One Hundred Nineteen Dollars and Ninety-Nine Cents ($119.99) worth of Truvia Consumer Products, or ten (10) to nineteen (19) Truvia Consumer Products, may choose to receive, at his or her sole election, payment of either:

(i) Thirty Dollars and No Cents ($30.00) cash refund, or

(ii) Ten (10) Vouchers, each of which can be redeemed for a free Eligible Voucher Product. Pursuant to the terms of this Agreement, the value of the Vouchers to the Settlement Class Member is Sixty Dollars and No Cents ($60.00), but the Vouchers may not be redeemed for cash from Cargill or from any retailer.

(c) **Tier 3:** Subject to *pro rata* upward or downward adjustment pursuant to Section 4.6, a Settlement Class Member who purchased Thirty Dollars and No Cents ($30.00) up to and including Fifty-Nine Dollars and Ninety-Nine Cents ($59.99) worth of Truvia Consumer Products, or five (5) to nine (9) Truvia Consumer Products, may choose to receive, at his or her sole election, payment of either:

(i) Fifteen Dollars and No Cents ($15.00) cash refund, or

(ii) Five (5) Vouchers, each of which can be redeemed for a free Eligible Voucher Product. Pursuant to the terms of this Agreement, the value of the Vouchers to the Settlement Class Member is Thirty Dollars and No Cents ($30.00), but the Vouchers may not be redeemed for cash from Cargill or from any retailer.

(e) **Tier 4:** Subject to *pro rata* upward or downward adjustment pursuant to Section 4.6, a Settlement Class Member who purchased less than Thirty Dollars and No Cents ($30.00) worth of Truvia Consumer Products , but more than One Cent ($.01), or one (1) to four (4) Truvia Consumer Products, may choose to receive, at his or her sole election, payment of either:

(i) Seven Dollars and Fifty Cents ($7.50) cash refund, or

(ii) Three (3) Vouchers, which can be redeemed for free Eligible Voucher Products. The value of the Vouchers to the Settlement Class Member is

Eighteen Dollars and No Cents ($18.00), but the Vouchers may not be redeemed for cash from Cargill or from any retailer.

Table 1

	Settlement Class Member Reports the Approximate Value of Truvia Consumer Products Purchased As:	*OR* Settlement Class Member Reports the Number of Truvia Consumer Products Purchased As:	Initial Claim Amount to Settlement Class Member, subject to *pro rata* upward or downward adjustment pursuant to Section 4.6
Tier 1	$120.00 or more	20 or more	$45.00 Cash Refund or 15 Vouchers for Eligible Voucher Products (estimated Voucher value: $90.00)
Tier 2	$60.00 to $119.99	10 to 19	$30 Cash Refund or 10 Vouchers for Eligible Voucher Products (estimated Voucher value: $60.00)
Tier 3	$30.00 to $59.99	5 to 9	$15 Cash Refund or 5 Vouchers for Eligible Voucher Products (estimated Voucher value: $30.00)

Tier 4	Less than $30.00 (but more than $0.01)	1 to 4	$7.50 Cash Refund *or* 3 Vouchers for Eligible Voucher Products (estimated Voucher value: $18.00)

4.5 Distribution to Authorized Settlement Class Members.

(a) The Settlement Administrator shall begin paying timely, valid, and approved Claims via first-class mail no later than thirty (30) calendar days after the Effective Date. The Settlement Administrator may begin to pay timely, valid, and approved Claims sooner upon Cargill and Class Counsel's joint direction, but not before the Effective Date.

(b) The Settlement Administrator shall have completed the payment to Settlement Class Members who have submitted timely, valid, and approved Claims pursuant to the Claim Process no later than sixty (60) calendar days after the Effective Date, whichever is later.

4.6 Excess or Insufficient Funds in the Settlement Fund.

(a) **Excess Funds**. If, after the payment of all valid Claims, Notice and Administration costs, Attorneys' Fees and Expenses, Incentive Awards, and any other claim, cost, or fee specified by this Agreement, value remains in the Settlement Fund, it shall be called the Residual Fund. Any value remaining in the

Residual Fund shall increase eligible Settlement Class Members' relief on a *pro rata* basis such that Settlement Class Members are entitled to receive an increased payment constituting up to one hundred percent (100%) of the Eligible Settlement Class Member's Initial Claim Amount, consistent with his or her election on the Claim Form. In order to fairly and adequately increase the claims on a *pro rata* basis to comport with the available relief, if a Claimant selected a Voucher award, and a *pro rata* increase is applied, the number of vouchers shall be rounded down to the nearest Voucher number. Because the Voucher award is proportionately higher at the same tier than the cash award, the downward adjustment will ensure that a *pro rata* reduction is favorable to both cash and Voucher Claimants. The Settlement Administrator shall determine each authorized Settlement Class member's *pro rata* share based upon each Settlement Class Member's Claim Form and the total number of valid Claims. Accordingly, the actual amount recovered by each Settlement Class Member will not be determined until after the Claim Period has ended and all Claims have been calculated. Examples include, but are not limited to:

(i) If enough remained in the Settlement Fund to pay each Eligible Settlement Class Member seventy-five percent (75%) more than his or her Initial Claim Amount and a Claimant was eligible for a Tier 3 payment and elected a cash award of Fifteen Dollars and No Cents ($15.00), that Claimant

would be entitled to an additional Eleven Dollars and Twenty-Five Cents ($11.25), for a total cash award of Twenty-Six Dollars and Twenty-Five Cents ($26.25).

(ii) If enough remained in the Settlement Fund to pay each Eligible Settlement Class Member seventy-five percent (75%) more than his or her Initial Claim Amount and a Claimant was eligible for a Tier 3 payment and elected a Voucher award of Five (5) Vouchers, that Claimant would be entitled to an additional Three (3) Vouchers, for a total of Eight (8) Vouchers, which is worth Forty-Eight Dollars and No Cents ($48.00) pursuant to this Agreement.

(b) **Insufficient Funds**. If the total amount of the timely, valid, and approved Claims submitted by Settlement Class Members exceeds the available relief, considering any fees, payments, and costs set forth in this Agreement that must also be paid from the Settlement Fund, each eligible Settlement Class Member's Initial Claim Amount shall be proportionately reduced on a *pro rata* basis, such that the aggregate value of the cash payments, Voucher payments, and costs of redeeming the Vouchers as measured by the number of Vouchers distributed does not exceed the Settlement Fund Balance. In order to fairly and adequately reduce the claims on a *pro rata* basis to comport with the available relief, if a Claimant selected a Voucher award, and a *pro rata* reduction is applied, the number of vouchers shall be rounded down to the nearest Voucher number.

Because the Voucher award is proportionately higher at the same tier than the cash award, the downward adjustment will ensure that a *pro rata* reduction is favorable to both cash and Voucher Claimants. The Settlement Administrator shall determine each authorized Settlement Class member's *pro rata* share based upon each Settlement Class Member's Claim Form and the total number of valid Claims. Accordingly, the actual amount recovered by each Settlement Class Member will not be determined until after the Claim Period has ended and all Claims have been calculated. Examples include, but are not limited to:

(i) If the total number of claims exceed the relief such that there is a fifty-percent *pro rata* reduction of the Settlement Member's Initial Claim Amount, and the Claimant was eligible for a Tier 3 payment and elected a cash award of Fifteen Dollars and No Cents ($15.00), that Claimant would be entitled to an Initial Claim Amount of Seven Dollars and Fifty Cents ($7.50).

(ii) If the total number of claims exceed the relief such that there is a fifty-percent *pro rata* reduction of the Settlement Member's Initial Claim Amount, and the Claimant was eligible for a Tier 3 payment and elected a Voucher award of Five (5) Vouchers, that Claimant would be entitled to a total of two vouchers, which is worth Twelve Dollars ($12.00) pursuant to this Agreement.

(c) It is the Parties intent to distribute all Settlement Funds to Settlement Class Members. However, if there are any funds remaining in the Settlement Fund Balance following the calculation pursuant to the above Sections 4.6(a) or (b), including any checks that were not cashed, then, upon motion by Plaintiffs and upon approval by the Court pursuant to the *cy pres* doctrine, the Settlement Administrator shall equally distribute the Residual Funds to the following non-profit organizations: National Consumer Law Center and Consumer Federation of America. Affidavits from these organizations are attached at Exhibits F and G. The Residual Funds will not be returned to Cargill. Cargill represents and warrants that any payment of Residual Funds to any charities, non-profit organizations, or government entities shall not reduce any of its donations or contributions to any entity, charity, charitable foundation or trust, and/or non-profit organization.

4.7 Injunctive Relief: Modification of Truvia Consumer Products' Labels.

Cargill agrees to make the changes described below to its labeling on its Truvia Consumer Products, beginning within ninety (90) days after the Effective Date, but shall be able to continue to sell existing inventory pursuant to Section 4.7(c). Cargill agrees to modify the content of the Truvia website, www.Truvia.com, to correspond to the labeling changes. Cargill also agrees to

add the additional language described below to the FAQ page of the Truvia website to provide more information to consumers about the ingredients in Truvia as follows:

(a) **Modification to "Nature's Calorie-Free Sweetener" Tagline on Packet Boxes and Spoonable Jar Labels.** Cargill will modify the "Nature's Calorie-Free Sweetener" tagline on certain areas of its packet boxes and spoonable jar labels, in one of two ways, in combination or alone, at Cargill's sole discretion, as follows:

(i) Option One: add an asterisk immediately following the "Nature's Calorie-Free Sweetener" tagline on the Truvia Natural Sweetener packaging, along with adding the following statement or something substantially similar on the back panel of the Truvia Natural Sweetener packaging, below the ingredients panel: "*For more information about our ingredients go to Truvia.com/FAQ." On the box of packets, this will be done on both the front of the package and the top of the package if, at Cargill's sole discretion, the "Nature's Calorie-Free Sweetener" tagline is used.

(ii) Option Two: Change the tagline "Nature's Calorie Free Sweetener" on all Truvia Natural Sweetener packaging to one of the following options, or a substantially-similar phrase: "Calorie-Free Sweetener From the

Stevia Leaf," or "Calorie-Free Sweetener from Stevia," or "Calorie-Free Sweetness From the Stevia Leaf," or "Calorie-Free Sweetness from Stevia."

(iii) Under either Option One or Option Two, Cargill will also add an asterisk after any language that says "Truvia Natural Sweetener provides the same sweetness as two teaspoons of sugar." Along with that asterisk, Cargill will add the following statement or something substantially similar on the back of the Truvia Natural Sweetener packaging, below the ingredients panel: "*For more information about our ingredients go to Truvia.com/FAQ."

(b) Other Labeling Modifications.

(i) Cargill agrees to modify the description of erythritol on all Truvia Consumer Product packaging to replace the phrase "Erythritol is a natural sweetener, produced by a natural process, and is also found in fruits like grapes and pears." Cargill will substitute the following or substantially similar language: "Erythritol is a natural sweetener, produced by a fermentation process. Erythritol is also found in fruits like grapes and pears."

(ii) Cargill agrees to remove the phrase "similar to making tea" on all Truvia Consumer Product packaging, but may continue to use the description of how the stevia leaves are steeped in water, as is on current packaging.

(iii) On any Truvia Consumer Product packaging that describes erythritol or how the leaves are steeped in water per Sections 4.7(b)(i) and (ii) above, Cargill will include a reference to www.Truvia.com/FAQ on the same panel or side as the description, where consumers can find further information.

(iv) On packet boxes of Truvia Natural Sweetener, Cargill agrees to put an asterisk on the side panel either, at Cargill's sole discretion, after the phrase about erythritol referenced above in Section 4.7(b)(i) above or after the phrase currently on the label which reads "Natural flavors complement the clean sweet taste of Truvia natural sweetener." The asterisk will reference "*For more information about our ingredients go to Truvia.com/FAQ." described above in Section 4.7(a)(iii).

(v) On bags of Truvia baking blend, Cargill will include an asterisk, or a similar qualifying symbol, after "Natural Ingredients" on the front of the package. The asterisk, or similar qualifying symbol, will reference "*For more information about our ingredients go to Truvia.com/FAQ." which Cargill will place on the back of the baking blend, near the ingredient panel.

(c) For purposes of this Agreement, sales of products already in inventory prior to the Final Approval or September 1, 2014, whichever is later, shall not constitute a violation of this Agreement.

4.8 Injunctive Relief: Modification of www.Truvia.com Website.

Cargill agrees to add the following, or substantially similar, language to the FAQ page of the Truvia website to provide more information to consumers about the ingredients in Truvia:

Q. What is Truvia® natural sweetener made from?

A. Truvia® natural sweetener in packet and spoonable form contains three ingredients: erythritol, stevia leaf extract and natural flavors.

Q. What is stevia leaf extract?

A. Stevia leaf extract is born from the sweet leaves of the stevia plant, which is a member of the chrysanthemum family and is native to South America. Today it is grown primarily in China. To extract the plant's intense natural sweetness, stevia leaves are harvested and dried. The leaves are then steeped in hot water. The resulting liquid extract is filtered, purified, and dried, resulting in the crystalized stevia leaf extract. Over 200 times sweeter than sugar, stevia leaf extract is the primary sweetening ingredient in Truvia® natural sweetener, and only a tiny amount is needed to deliver its clean sweet taste.

Q. Is it true that there's only a small amount of stevia leaf extract in Truvia® natural sweetener?

A. Yes. Stevia leaf extract is more than 200 times sweeter than sugar so only a small amount is needed.

Q. What is erythritol and why does Truvia® natural sweetener contain erythritol?

A. Erythritol is the largest ingredient in Truvia® natural sweetener by weight, and is used as an ingredient to provide bulk and the sugar-like crystalline appearance and texture for Truvia® natural sweetener. The erythritol

used in Truvia® natural sweetener is produced through a natural fermentation process. Fermentation is the process by which an organism metabolizes or "digests" one or more food sources to produce a desired product. Fermentation occurs naturally in a variety of different foods given the right conditions and is used to produce wine, beer and yogurt. In the case of erythritol, a natural yeast, *Moniliella pollinis*, digests a simple sugar called dextrose and other nutrients and produces erythritol. After fermentation, the erythritol is filtered and dried into crystals. Erythritol is found naturally in a variety of fruits, such as grapes and pears, as well as in mushrooms, and certain fermented foods such as soy sauce and wine.

Q. Does Truvia® natural sweetener contain GMO? Is it genetically modified?

A. No. Truvia® natural sweetener is not GMO, and does not contain any genetically modified ingredients. There are no known varieties of genetically modified stevia available anywhere in the world. The carrier for the intensely sweet stevia leaf extract is called erythritol. As described above, the erythritol used in Truvia® natural sweetener is produced by a yeast organism that is found in nature. The yeast ferments or digests dextrose and other nutrients. In other words, dextrose is the food for the yeast – much like corn may be food for a cow that produces meat or milk. The dextrose used as the feedstock for the yeast is a simple sugar that is derived from the starch component of U.S.-grown corn. Although genetically enhanced corn and non-transgenic corn are grown in the U.S. today, erythritol is not derived from corn or dextrose feedstock (just as milk is not derived from cattle feed); it is derived from the yeast organism. Erythritol is not genetically modified, and does not contain any genetically modified proteins.

Q. Is it true that the stevia leaf extract and erythritol in Truvia® natural sweetener are highly processed or made with toxic chemicals?

A. As with almost all finished food products, the journey from field to table involves some processing. The sweet components of the stevia leaf need to be extracted from the leaf, like vanilla needs to be extracted from vanilla beans. The erythritol in Truvia® is made from a natural fermentation process. Like in other finished foods, including sugar, processing aids suitable for use in food are used in the production of both stevia leaf extract and erythritol. These aids help either extract, isolate or purify components of the ingredients. Under the U.S. Food and Drug Administration regulations, our processing aids are not subject to labeling requirements because they have no technical or functional effect in the finished food and because they are either not present or are present at only insignificant levels in the finished product.

4.9 Other Injunctive Relief Terms and Conditions.

(a) Plaintiffs and the Settlement Class agree that the agreed modifications to the labeling, marketing, and advertising of the Truvia Consumer Products are satisfactory to Plaintiffs and the Settlement Class and alleviate each and every alleged deficiency with regard to the labeling, packaging, advertising, and marketing of the Truvia Consumer Products and their ingredients (and similar deficiencies, if any, with regard to other or future Truvia products) set forth in or related to the Complaints or otherwise. This includes the allegations that Cargill's labeling and marketing of Truvia and its ingredients of erythritol and stevia leaf extract as "natural," "Truvia Natural

Sweetener," "Nature's Calorie-Free Sweetener," "natural sweetness," "naturally sweet," "naturally calorie-free," "Natural Ingredients," "natural sweetener," "From Nature," "Truvia Sweetness comes from nature," "Sweet, like/as nature intended," "Honestly Sweet®," "produced by a natural process," "Naturally Sweetened with Truvia," "From nature, for sweetness," "sweetness born from the leaves of the stevia plant," "naturally sweetened with," "Calorie-Free Sweetness from the Stevia Leaf," "Calorie-Free Sweetener from the Stevia Leaf," "Calorie-Free Sweetness from Stevia," "Calorie-Free Sweetener from Stevia," and similar statements were false, deceptive, and misleading.

(b) **Expiration.** The injunctive relief requirements by which Cargill agrees to abide as part of this Settlement Agreement and as described in Sections 4.7 and 4.8 shall expire on the earliest of the following dates: (i) the date upon which there are changes to any applicable statute, regulation, pronouncement, guidance, or other law that Cargill reasonably believes would require a modification to any of the Truvia Consumer Product labeling in order to comply with the applicable statute, regulation, pronouncement, guidance, or other law; or (ii) the date upon which there are any changes to any applicable federal or state statutes or regulations that would allow Cargill to label its Truvia Consumer Products "natural" without the labeling modifications set forth in this Agreement, including but not limited to changes in U.S. Food and Drug

Administration ("FDA"), Federal Trade Commission, U.S. Department of Agriculture and other governmental agencies' regulations, guidance, or pronouncements.

4.10 Permitted Conduct.

(a) Subject to the modifications set forth in this Agreement, Cargill shall be permitted to label, market, and advertise its Truvia Consumer Products using the following language: "natural," "Truvia Natural Sweetener," "Nature's Calorie-Free Sweetener," "natural sweetness," "naturally sweet," "naturally calorie-free," "Natural Ingredients," "natural sweetener," "From Nature," "Truvia Sweetness comes from nature," "Sweet, like/as nature intended," "Honestly Sweet®," "produced by a natural process," "Naturally Sweetened with Truvia," "From nature, for sweetness," "sweetness born from the leaves of the stevia plant," "naturally sweetened with," "Calorie-Free Sweetness from the Stevia Leaf," "Calorie-Free Sweetener from the Stevia Leaf," "Calorie-Free Sweetness from Stevia," and "Calorie-Free Sweetener from Stevia," and Cargill shall also be permitted to continue to use, and to license and/or permit other entities to use, the trademarks, taglines, and/or descriptors "Truvia Natural Sweetener," "Naturally Sweetened by Truvia," and "Nature's Calorie-Free Sweetener," and other similar trademarks, taglines, and descriptors.

(b) Nothing in this Agreement shall prohibit or limit Cargill's right or ability to use or permit others to use, in accordance with all applicable laws and regulations, its licenses, logos, taglines, product descriptors, or registered trademarks.

(c) Nothing in this Agreement shall preclude Cargill from making "natural flavor" claims in accordance with applicable FDA regulations.

(d) The Parties specifically acknowledge that product packaging often changes. Nothing in this Agreement shall require Cargill to continue to use the trademarks, taglines, and descriptions described in Section 4.7(a), and nothing in this Agreement shall preclude Cargill from making further disclosures or any labeling, marketing, advertising, or packaging changes that (i) Cargill reasonably believes are necessary to comply with any changes to any applicable statute, regulation, pronouncement, guidance, or other law of any kind (including but not limited to the Federal Food, Drug and Cosmetic Act, FDA regulations, U.S. Department of Agriculture regulations, Federal Trade Commission regulations, and/or the California Sherman Food, Drug, and Cosmetic Law); (ii) are necessitated by product changes and/or reformulations to ensure that Cargill provides accurate product descriptions; or (iii) do not materially differ from the taglines and product descriptions agreed to in this Agreement.

V. NOTICE TO CLASS AND ADMINISTRATION OF PROPOSED SETTLEMENT

5.1. Duties and Responsibilities of the Settlement Administrator.

Class Counsel and Cargill recommend and retain Dahl Administration, LLC to be the Settlement Administrator for this Agreement. The Settlement Administrator shall abide by and shall administer the Settlement in accordance with the terms, conditions, and obligations of this Agreement and the Orders issued by the Court in this Action.

(a) **Class Notice Duties**. The Settlement Administrator shall, in cooperation with the Parties, be responsible for consulting on and designing the Class Notice, Summary Class Notice, and Claim Form. After the Court's Preliminary Approval of this Agreement and Appointment of the Settlement Administrator, the Settlement Administrator shall also be responsible for disseminating the Class Notice, substantially in the form as described in the Notice Plan attached as Exhibit C to this Agreement, as specified in the Preliminary Approval Order, and as specified in this Agreement. The Class Notice and Summary Class Notice will comply with all applicable laws, including, but not limited to, the Due Process Clause of the Constitution. Class Notice duties include, but are not limited to:

(i) consulting on, drafting, and designing the Class Notice, Summary Class Notice, and Claim Form. Class Counsel and Cargill's Counsel

shall have input and joint approval rights, which shall not be unreasonably withheld, over these Notices and Form or any changes to the Notices and Form;

(ii) developing a Notice Plan, attached as Exhibit C to this Agreement. Class Counsel and Cargill's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over this Notice Plan or changes to this Notice Plan;

(iii) implementing and arranging for the publication of the Summary Settlement Notice and Class Notice via various forms of paper and electronic media, including implementing media purchases, all in substantial accordance with the Notice Plan, attached as Exhibit C. To the extent that the Settlement Administrator believes additional or different Notice should be undertaken than that provided for in the Notice Plan, Class Counsel and Cargill's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over any additional or different Notice;

(iv) establishing and publishing a website that contains the Class Notice and related documents, including a Claim Form capable of being completed and submitted on-line. The website, including the Class Notice, shall remain available for 120 days after the Effective Date;

(v) sending the Class Notice and related documents, including a Claim Form, via electronic mail or regular mail, to any potential Settlement

Class Member who so requests and sending such Class Notice and documents to the list of direct consumers provided by Cargill;

(vi) responding to requests from Class Counsel and Cargill's Counsel; and

(vii) otherwise implementing and assisting with the dissemination of the Notice of the Settlement.

(b) **Class Action Fairness Act Notice Duties to State and Federal Officials**. No later than ten (10) calendar days after this Agreement is filed with the Court, Cargill shall mail or cause the items specified in 28 U.S.C. § 1715(b) to be mailed to each State and Federal official, as specified in 28 U.S.C. § 1715(a).

(c) **Claims Process Duties**. The Settlement Administrator shall be responsible for implementing the terms of the Claim Process and related administrative activities, including communications with Settlement Class Members concerning the Settlement, Claim Process, and the options they have. Claims Process duties include, but are not limited to:

(i) executing any mailings required under the terms of this Agreement;

(ii) establishing a toll-free voice response unit to which Settlement Class Members may refer for information about the Action and the Settlement;

(iii) establishing a post office box for the receipt of Claim Forms, exclusion requests, and any correspondence;

(iv) receiving and maintaining on behalf of the Court all correspondence from any Settlement Class Member regarding the Settlement, and forwarding inquiries from Settlement Class Members to Class Counsel or their designee for a response, if warranted; and

(v) receiving and maintaining on behalf of the Court any Settlement Class Member correspondence regarding any opt-out requests, exclusion forms, or other requests to exclude himself or herself from the Settlement, and providing to Class Counsel and Cargill's Counsel a copy within five (5) calendar days of receipt. If the Settlement Administrator receives any such forms or requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel and Cargill's Counsel with copies.

(d) **Claims Review Duties.** The Settlement Administrator shall be responsible for reviewing and approving Claim Forms in accordance with this Agreement. Claims Review duties include, but are not limited to:

(i) reviewing each Claim Form submitted to determine whether each Claim Form meets the requirements set forth in this Agreement

and whether it should be allowed, including determining whether a Claim by any Settlement Class Member is timely, complete, and valid;

(ii) working with Settlement Class Members who submit timely claims to try to cure any Claim Form deficiencies;

(iii) using all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, maintaining a database of all Claims Form submissions;

(iv) keeping an accurate and updated accounting via a database of the number of Claim Forms received, the amount claimed on each Claim Form, the name and address of the Settlement Class Members who made the claim, the type of claim—whether cash rebate or Voucher—made, whether the claim has any deficiencies, and whether the claim has been approved as timely and valid; and

(v) otherwise implementing and assisting with the Claim review process and payment of the Claims, pursuant to the terms and conditions of this Agreement.

(e) **Periodic Updates**. The Settlement Administrator shall provide periodic updates to Class Counsel and Cargill's Counsel regarding Claim Form submissions beginning within seven (7) business days after the commencement of the dissemination of the Class Notice or the Summary Settlement Notice and

continuing on a monthly basis thereafter and shall provide such an update within seven (7) days before the Final Approval Hearing. The Settlement Administrator shall also provide such updates to Class Counsel or Cargill's Counsel upon request, within a reasonable amount of time.

(f) **Claims Payment Duties.** The Settlement Administrator shall be responsible for sending payments to all eligible Settlement Class Members with valid, timely, and approved Claims pursuant to the terms and conditions of this Agreement. Claim Payment duties include, but are not limited to:

(i) Within seven (7) days of the Effective Date, provide a report to Class Counsel and Cargill's Council calculating the amount and number of valid and timely claims that requested refunds and the amount and number of valid and timely claims that requested Vouchers, including any to be paid pursuant to the Residual Funds described in Section 4.6;

(ii) Per Sections 4.3, 4.4, and 4.5, once the Settlement Fund has been funded, sending refund checks to Settlement Claim Members who submitted timely, valid, and approved Claim Forms;

(iii) Per Sections 4.3, 4.4, and 4.5, once Cargill has provided the appropriate number and amount of Vouchers to the Settlement Administrator, the Settlement Administrator shall send the requested Vouchers to Settlement Class Members; and

(iv) Once refund and/or Voucher payments have commenced to the Settlement Class pursuant to the terms and conditions of this Agreement, the Settlement Administrator shall provide a regular accounting to Class Counsel and Cargill's Counsel that includes but is not limited to the number and amount of claims paid and whether they were paid in cash or Vouchers.

(g) **Reporting to Court**. Not later than ten (10) calendar days before the date of the Fairness Hearing, the Settlement Administrator and Notice Administrator shall file a declaration or affidavit with the Court that: (i) includes a list of those persons who have opted out or excluded themselves from the Settlement; and (ii) describes the scope, methods, and results of the notice program.

(h) **Duty of Confidentiality**. The Settlement Administrator shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity, except to the Parties or as provided for in this Agreement or by Court Order.

(i) **Right to Inspect**. Class Counsel and Cargill's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

(j) **Failure to Perform**. If the Settlement Administrator misappropriates any funds from the Administration or Settlement Funds or makes a material or fraudulent misrepresentation to, or conceals requested material information from, Class Counsel, Cargill, or Cargill's Counsel, then the Party who discovers the misappropriation or concealment or to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Settlement Administrator immediately be replaced. If the Settlement Administrator fails to perform adequately on behalf of the Parties, the Parties may agree to remove the Settlement Administrator. Neither Party shall unreasonably withhold consent to remove the Settlement Administrator. The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith. If unable to so resolve a dispute, the Parties will refer the matter to the Court for resolution.

VI. OBJECTIONS AND REQUESTS FOR EXCLUSION

6.1 A Settlement Class Member may either object to this Agreement pursuant to Section 6.2 or request exclusion from this Agreement pursuant to Section 6.3.

6.2 **Objections**. Settlement Class Members shall have the right to object to this settlement and to appear and show cause, if they have any reason

why the terms of this Agreement should not be given Final Approval, pursuant to this paragraph:

(a) A Settlement Class Member may object to this Agreement either on his or her own without an attorney, or through an attorney hired at his or her own expense.

(b) Any objection to this Agreement must be in writing, signed by the Settlement Class Member (and his or her attorney, if individually represented), filed with the Court, with a copy delivered to Class Counsel and Defense Counsel at the addresses set forth in the Class Notice, no later than 30 days before the Fairness Hearing.

(c) Any objection regarding or related to this Agreement shall contain a caption or title that identifies it as "Objection to Class Settlement in *Howerton v. Cargill, Inc.*, Civil Action No. 13-cv-00336-LEK-BMK and *Martin v. Cargill, Inc.*, Civil Action No. 14-cv-00218-LEK-BMK."

(d) Any objection regarding or related to this Agreement shall contain information sufficient to identify and contact the objecting Settlement Class Member (or his or her individually-hired attorney, if any), as well as a clear and concise statement of the Settlement Class Member's objection, the facts supporting the objection, and the legal grounds on which the objection is based.

(e) Any objection shall include documents sufficient to establish the basis for the objector's standing as a Settlement Class Member, such as (i) a declaration signed by the objector under penalty of perjury, with language similar to that included in the Claim Form attached hereto as Exhibit A, that the Settlement Class Member purchased at least one Truvia Consumer Product during the Class Period of July 1, 2008 to the date of Preliminary Approval; or (ii) receipt(s) reflecting such purchase(s).

(f) Class Counsel and Cargill shall have the right to respond to any objection no later than seven (7) days prior to the Fairness Hearing. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by regular mail, hand or overnight delivery, to the objecting Settlement Class Member or to the individually-hired attorney for the objecting Settlement Class Member; to all Class Counsel; and to Cargill's Counsel.

(g) If an objecting Settlement Class Member chooses to appear at the hearing, no later than Fifteen (15) days before the Fairness Hearing, a Notice of Intention to Appear, either In Person or Through an Attorney, must be filed with the Court and list the name, address and telephone number of the attorney, if any, who will appear.

6.3 **Requests for Exclusion**. Settlement Class Members shall have the right to elect to exclude themselves, or "opt out," of the monetary portion of the this Agreement, relinquishing their rights to cash or Voucher compensation under this Agreement and preserving their claims for damages that accrued during the Class Period, pursuant to this paragraph:

(a) A Settlement Class Member wishing to opt out of this Agreement must send to the Class Action Settlement Administrator by U.S. Mail a personally-signed letter including his or her name and address, and providing a clear statement communicating that he or she elects to be excluded from the Settlement Class.

(b) Any request for exclusion or opt out must be postmarked on or before the opt-out deadline date specified in the Preliminary Approval Order. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

(c) The Class Action Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and Cargill's Counsel, and shall file a list reflecting all requests for exclusion with the Court no later than ten (10) calendar days before the Settlement Hearing.

(d) The Request for Exclusion must be personally signed by the Settlement Class Member.

6.4 Any Settlement Class Member who does not file a timely written request for exclusion as provided in the preceding Section 6.3 shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release in this Action, even if he or she has litigation pending or subsequently initiates litigation against Cargill relating to the claims and transactions released in this Action.

6.5 Any Settlement Class Member who does not request exclusion from the Settlement has the right to object to the Settlement. Settlement Class Members may not both object and opt out of the Settlement. Any Settlement Class Member who wishes to object must timely submit an objection as set forth in Section 6.2 above. If a Settlement Class Member submits both an objection and a written request for exclusion, he or she shall be deemed to have complied with the terms of the procedure for requesting exclusion as set forth in Section 6.3 and shall not be bound by the Agreement if approved by the Court and the objection will not be considered by the Court.

VII. RELEASES

7.1 Upon the Effective Date of this Class Settlement Agreement, Plaintiffs and each member of the Settlement Class, and each of their successors, assigns, heirs, and personal representatives, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons. The Released Claims shall be construed as broadly as possible to effect complete finality over this litigation involving the advertising, labeling, and marketing of the Truvia Consumer Products as set forth herein.

7.2 In addition, with respect to the subject matter of this Action, by operation of entry of the Final Order and Judgment, Plaintiffs Martin, Barry, Howerton, Calderon and Pasarell and each member of the Settlement Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, expressly waive any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including, without limitation, Section 1542 of the California Civil Code, which provides:

> 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 or her settlement with the debtor.

In addition to the foregoing, by operation of entry of the Final Order and Judgment, Plaintiffs and each member of the Settlement Class shall be deemed to have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or any foreign country, and any and all principles of common law that are similar, comparable, or equivalent in substance or intent to Section 1542 of the California Civil Code.

7.3 Plaintiffs fully understand that the facts upon which this Class Settlement Agreement is executed may hereafter be other than or different from the facts now believed by Plaintiffs and Class Counsel to be true and nevertheless agree that this Class Settlement Agreement shall remain effective notwithstanding any such difference in facts.

7.4 To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement, including but not limited to any Related Actions.

VIII. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE INCENTIVE AWARDS

8.1 Class Counsel agrees to make and Cargill agrees not to oppose, an application for an award of Attorneys' Fees and Expenses in the Action that will not exceed an amount equal to thirty percent (30%) of the Settlement Fund of $6,100,00.00, which is One Million Eight Hundred Thirty Thousand Dollars and No Cents ($1,830,000.00). This shall be the sole aggregate compensation paid by Cargill for Class Counsel representing the Class. The ultimate award of Attorneys' Fees and Expenses will be determined by the Court.

8.2 The Settlement Administrator shall wire to an account jointly established and maintained by Class Counsel any Court-approved attorneys' fees and expenses to Class Counsel within 5 days of the Effective Date, except that Class Counsel is permitted to seek payment of any Court-approved attorneys' fees and expenses prior to the Effective Date, provided that Class Counsel submits a letter of credit to Cargill from a banking institution acceptable to Cargill for any such amount to be paid and Cargill approves such payment. Such payment shall be in full settlement of any claim for any attorneys' fees and expenses by the Settlement Class, Plaintiffs Martin, Barry, Howerton, Calderon, and Pasarell, Class Counsel, or any other plaintiff's counsel in the Action. The parties also agree that the final order on attorneys' fees submitted to the Court for approval shall state that the maximum amount for which Cargill will be liable

to all Plaintiffs' counsel in the Truvia Actions combined is the amount approved by the Court, not to exceed One Million Eight Hundred Thirty Thousand Dollars and No Cents ($1,830,000.00).

8.3 Class Counsel agrees that any award of Attorneys' Fees and Expenses will be sought solely and exclusively in the Action. Class Counsel agrees that they will not seek or accept more than One Million Eight Hundred Thirty Thousand Dollars and No Cents ($1,830,000.00) in Attorneys' Fees and Expenses.

8.4 Cargill will not appeal from any order with respect to the award of Attorneys' Fees and Expenses provided that the order does not award Attorneys' Fees and Expenses in excess of the amount stated in Section 8.1. Cargill shall have the right to appeal in the event of an award of Attorneys' Fees and Expenses in excess of such amount. Cargill shall also have the right to withdraw from the settlement in the event of an award of Attorneys' Fees and Expenses in excess of such amount.

8.5 Within ten (10) days after the Effective Date, the Settlement Fund shall pay Incentive Awards of Two Thousand Dollars and No Cents ($2,000.00) to each of the named plaintiffs, Plaintiffs Martin, Barry, Howerton, Calderon, and Pasarell.

IX. NO ADMISSION OF LIABILITY

9.1 Cargill has denied and continues to deny that the labeling, advertising, or marketing of its Truvia Consumer Products is false, deceptive, or misleading to consumers or violates any legal requirement, including but not limited to the allegations that Cargill engaged in unfair, unlawful, fraudulent, or deceptive trade practices, breached an express warranty, or was unjustly enriched. Cargill is entering into this Class Settlement Agreement solely because it will eliminate the uncertainty, distraction, burden, and expense of further litigation. The provisions contained in this Class Settlement Agreement and the manner or amount of relief provided to Settlement Class Members herein shall not be deemed a presumption, concession, or admission by Cargill of any fault, liability, or wrongdoing as to any facts or claims that have been or might be alleged or asserted in the Action, or in any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received into evidence or otherwise used by any person in any action or proceeding, whether civil, criminal, or administrative, for any purpose other than as provided expressly herein.

9.2 In the event that the Court does not approve this Class Settlement Agreement substantially in the form submitted (or in a modified form mutually acceptable to the Parties), or this Class Settlement Agreement is terminated or

fails to become effective or final in accordance with its terms, the Plaintiffs and Cargill shall be restored to their respective positions in the Action as of the date hereof. In such event, the terms and provisions of this Class Settlement Agreement shall have no further force and effect and shall not be used in the Action or in any other proceeding or for any purpose, and the Parties will jointly make an application requesting that any Judgment entered by the Court in accordance with the terms of this Class Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

9.3 By entering into this Class Settlement Agreement, Cargill is not consenting to or agreeing to certification of the Settlement Class for any purpose other than to effectuate the settlement of the Action. The parties agree that if the Court does not approve this Class Settlement Agreement substantially in the form submitted (or in a modified form mutually acceptable to the Parties), including, without limitation, if the Court grants a fee application that would cause the total award for Attorneys' Fees and Expenses to exceed One Million Eight Hundred Thirty Thousand Dollars and No Cents ($1,830,000.00), or if this Class Settlement Agreement is terminated or fails to become effective or final in accordance with its terms, the Truvia Actions shall proceed as if no Party had ever agreed to such settlement, without prejudice to the right of any Party to take any and all action of any kind in the Truvia Actions.

X. ADDITIONAL PROVISIONS

10.1 Plaintiffs and Class Counsel warrant and represent to Cargill that they have no intention of initiating any other claims or proceedings against Cargill, or any of its affiliates, or any entity that manufactures, distributes, or sells Truvia Consumer Products or any other product that is marketed or labeled using the Truvia brand name, and, except for the claims hereby settled, Plaintiffs and Class Counsel warrant and represent to Cargill that they have no present knowledge and are not presently aware of any factual or legal basis for any such claims or proceedings, other than claims or proceedings that may already be pending against Cargill**.**

10.2 The Parties agree that information and documents exchanged in negotiating this Settlement Agreement were done so pursuant to Fed. R. Evid. 408, and no such confidential information exchanged or produced by either side may be revealed for any other purpose than this Settlement. This does not apply to publically-available information or documents.

10.3 The Parties agree to return or dispose of confidential documents and information exchanged in negotiating this Settlement Agreement within Fifteen days of the Effective Date. This does not apply to publically-available information or documents.

10.4 The Parties agree that the terms of the Class Settlement Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

10.5 The Parties and their respective counsel agree to use their best efforts and to cooperate fully with one another (i) in seeking preliminary and final Court approval of this settlement; and (ii) in effectuating the full consummation of the settlement provided for herein.

10.6 Each counsel or other person executing this Class Settlement Agreement on behalf of any Party hereto warrants that such person has the authority to do so.

10.7 This Class Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Executed counterparts shall be deemed valid if delivered by mail, courier, electronically, or by facsimile.

10.8 This Class Settlement Agreement shall be binding upon and inure to the benefit of the settling Parties (including all Settlement Class Members), their respective agents, attorneys, insurers, employees, representatives, officers, directors, partners, divisions, subsidiaries, affiliates, associates, assigns, heirs, successors in interest, and shareholders, and any trustee or other officer

appointed in the event of a bankruptcy, as well as to all Released Persons as defined in Section 2.27. The waiver by any Party of a breach of this Class Settlement Agreement by any other Party shall not be deemed a waiver of any other breach of this Class Settlement Agreement.

10.9 This Class Settlement Agreement and any exhibits attached to it constitute the entire agreement between the Parties hereto and supersede any prior agreements or understandings, whether oral, written, express, or implied between the Parties with respect to the settlement.

10.10 No amendment, change, or modification of this Class Settlement Agreement or any part thereof shall be valid unless in writing, signed by all Parties and their counsel, and approved by the Court.

10. 11 The Parties to this Class Settlement Agreement each represent to the other that they have received independent legal advice from attorneys of their own choosing with respect to the advisability of making the settlement provided for in this Class Settlement Agreement, and with respect to the advisability of executing this Class Settlement Agreement, that they have read this Class Settlement Agreement in its entirety and fully understand its contents, and that each is executing this Class Settlement Agreement as a free and voluntary act.

10.12 Except as otherwise provided herein, all notices, requests, demands, and other communications required or permitted to be given pursuant to this Class Settlement Agreement shall be in writing and shall be delivered personally, by facsimile, by e-mail, or by overnight mail, to the undersigned counsel for the Parties at their respective addresses.

10.13 The titles and captions contained in this Class Settlement Agreement are inserted only as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Class Settlement Agreement or the intent of any of its provisions. This Class Settlement Agreement shall be construed without regard to its drafter, and shall be construed as though the Parties participated equally in the drafting of this Class Settlement Agreement.

10.14 The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Class Settlement Agreement and the Parties to the Class Settlement Agreement submit to the jurisdiction of the Court for those purposes.

10.15 To the extent Class Counsel wishes to issue any general or public communication about the settlement, any such public statement shall be limited to publically available information and documents filed in this action and/or in a form mutually agreed upon by Class Counsel and Cargill's Counsel.

IN WITNESS WHEREOF, Cargill, Incorporated, and Molly Martin and Lauren Barry, on behalf of themselves and all others similarly situated, intending to be legally bound hereby, have duly executed this Class Settlement Agreement as of the date set forth below, along with their counsel.

Dated: June 17, 2014

By: _____

Jan M. Conlin, Esq.
Robins, Kaplan, Miller & Ciresi, L.L.P
Attorneys for Cargill, Incorporated

Dated: _____

By: _____

Julian Chase
Defendant Cargill, Incorporated
Business Unit Leader, Cargill Corn Milling North America

Dated: June 18, 2014

By: _____

Melissa Wolchansky, Esq.
Halunen & Associates
Attorneys for Plaintiffs Martin and Barry and for the Settlement Class Members

Dated: June 18, 2014

By: _____

Michael R. Reese, Esq.
Reese Richman LLP

IN WITNESS WHEREOF, Cargill, Incorporated, and Molly Martin and Lauren Barry, on behalf of themselves and all others similarly situated, intending to be legally bound hereby, have duly executed this Class Settlement Agreement as of the date set forth below, along with their counsel.

Dated:_____ By:_____

Jan M. Conlin, Esq.
Robins, Kaplan, Miller & Ciresi, L.L.P
Attorneys for Cargill, Incorporated

Dated: 16th June 2014 By:_____

Julian Chase
Defendant Cargill, Incorporated
Business Unit Leader, Cargill Corn Milling North America

Dated:_____ By:_____

Melissa Wolchansky, Esq.
Halunen & Associates
Attorneys for Plaintiffs Martin and Barry and for the Settlement Class Members

Dated:_____ By:_____

Michael R. Reese, Esq.
Reese Richman LLP

Attorneys for Plaintiffs Martin and Barry and for the Settlement Class Members

Dated: June 17, 2014

By: _____

Joseph P. Guglielmo
Scott+Scott, Attorneys at Law, LLP
Attorney for Plaintiff Howerton and for the Settlement Class Members

Dated: _____

By: _____

Kirk E. Wood
Wood Law Firm, LLC
Attorney for Plaintiff Howerton

Dated: _____

By: _____

Greg L. Davis
Davis & Taliaferro, LLC
Attorney for Plaintiff Howerton

Dated: _____

By: _____

Lawrence W. Cohn
Attorney at Law
Attorney for Plaintiff Howerton

Dated: _____

By: _____

Jared H. Beck
Beck & Lee Trial Lawyers
Attorney for Plaintiffs Howerton and Pasarell

Dated: _____

By: _____

William A. Baird
Marlin & Saltzman, LLP
Attorney for Plaintiff Calderon

Attorneys for Plaintiffs Martin and Barry and for the Settlement Class Members

Dated:_____ By:_____

Joseph P. Guglielmo
Scott+Scott, Attorneys at Law, LLP
Attorney for Plaintiff Howerton and for the Settlement Class Members

Dated:_____ By:_____

Kirk E. Wood
Wood Law Firm, LLC
Attorney for Plaintiff Howerton

Dated:_____ By:_____

Greg L. Davis
Davis & Taliaferro, LLC
Attorney for Plaintiff Howerton

Dated:_____ By:_____

Lawrence W. Cohn
Attorney at Law
Attorney for Plaintiff Howerton

Dated:_____ By:_____

Jared H. Beck
Beck & Lee Trial Lawyers
Attorney for Plaintiffs Howerton and Pasarell

Dated:_____ By:_____

William A. Baird
Marlin & Saltzman, LLP
Attorney for Plaintiff Calderon

Attorneys for Plaintiffs Martin and Barry and for the Settlement Class Members

Dated:_____ By:_____

Joseph P. Guglielmo
Scott+Scott, Attorneys at Law, LLP
Attorney for Plaintiff Howerton and for the Settlement Class Members

Dated:_____ By:_____

Kirk E. Wood
Wood Law Firm, LLC
Attorney for Plaintiff Howerton

Dated: 6-13-2014 By:_____

Greg L. Davis
Davis & Taliaferro, LLC
Attorney for Plaintiff Howerton

Dated:_____ By:_____

Lawrence W. Cohn
Attorney at Law
Attorney for Plaintiff Howerton

Dated:_____ By:_____

Jared H. Beck
Beck & Lee Trial Lawyers
Attorney for Plaintiffs Howerton and Pasarell

Dated:_____ By:_____

William A. Baird
Marlin & Saltzman, LLP
Attorney for Plaintiff Calderon

Attorneys for Plaintiffs Martin and Barry and for the Settlement Class Members

Dated:_____ By:_____

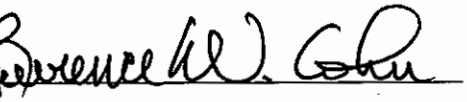
Joseph P. Guglielmo
Scott+Scott, Attorneys at Law, LLP
Attorney for Plaintiff Howerton and for the Settlement Class Members

Dated:_____ By:_____

Kirk E. Wood
Wood Law Firm, LLC
Attorney for Plaintiff Howerton

Dated:_____ By:_____

Greg L. Davis
Davis & Taliaferro, LLC
Attorney for Plaintiff Howerton

Dated: 6/17/14 By: 

Lawrence W. Cohn
Attorney at Law
Attorney for Plaintiff Howerton

Dated:_____ By:_____

Jared H. Beck
Beck & Lee Trial Lawyers
Attorney for Plaintiffs Howerton and Pasarell

Dated:_____ By:_____

William A. Baird
Marlin & Saltzman, LLP
Attorney for Plaintiff Calderon

Attorneys for Plaintiffs Martin and Barry and for the Settlement Class Members

Dated:_____ By:_____

Joseph P. Guglielmo
Scott+Scott, Attorneys at Law, LLP
Attorney for Plaintiff Howerton and for the Settlement Class Members

Dated:_____ By:_____

Kirk E. Wood
Wood Law Firm, LLC
Attorney for Plaintiff Howerton

Dated:_____ By:_____

Greg L. Davis
Davis & Taliaferro, LLC
Attorney for Plaintiff Howerton

Dated:_____ By:_____

Lawrence W. Cohn
Attorney at Law
Attorney for Plaintiff Howerton

Dated: 6/17/14 By:_____

Jared H. Beck
Beck & Lee Trial Lawyers
Attorney for Plaintiffs Howerton and Pasarell

Dated:_____ By:_____

William A. Baird
Marlin & Saltzman, LLP
Attorney for Plaintiff Calderon

Attorneys for Plaintiffs Martin and Barry and for the Settlement Class Members

Dated:_____ By:_____

Joseph P. Guglielmo
Scott+Scott, Attorneys at Law, LLP
Attorney for Plaintiff Howerton and for the Settlement Class Members

Dated:_____ By:_____

Kirk E. Wood
Wood Law Firm, LLC
Attorney for Plaintiff Howerton

Dated:_____ By:_____

Greg L. Davis
Davis & Taliaferro, LLC
Attorney for Plaintiff Howerton

Dated:_____ By:_____

Lawrence W. Cohn
Attorney at Law
Attorney for Plaintiff Howerton

Dated:_____ By:_____

Jared H. Beck
Beck & Lee Trial Lawyers
Attorney for Plaintiffs Howerton and Pasarell

Dated: 6/17/14 By:_____

William A. Baird
Marlin & Saltzman, LLP
Attorney for Plaintiff Calderon

Dated: 6/13/14 By: Molly Martin
Plaintiff Molly Martin

Dated: _____ By: _____
Plaintiff Lauren Barry

Dated: _____ By: _____
Plaintiff Denise Howerton

Dated: _____ By: _____
Plaintiff Erin Calderon

Dated: _____ By: _____
Plaintiff Ruth Pasarell

Dated:_____ By:_____
Plaintiff Molly Martin

Dated: June 19, 2014 By:_____
Plaintiff Lauren Barry

Dated:_____ By:_____
Plaintiff Denise Howerton

Dated:_____ By:_____
Plaintiff Erin Calderon

Dated:_____ By:_____
Plaintiff Ruth Pasarell

Dated:_____ By:_____
Plaintiff Molly Martin

Dated:_____ By:_____
Plaintiff Lauren Barry

Dated: 6/17/14 By: Denise Howerton
Plaintiff Denise Howerton

Dated:_____ By:_____
Plaintiff Erin Calderon

Dated:_____ By:_____
Plaintiff Ruth Pasarell

Dated:_____ By:_____
Plaintiff Molly Martin

Dated:_____ By:_____
Plaintiff Lauren Barry

Dated:_____ By:_____
Plaintiff Denise Howerton

Dated: 6/17/14 By:_____
Plaintiff Erin Calderon

Dated:_____ By:_____
Plaintiff Ruth Pasarell

Dated:_____ By:_____
Plaintiff Molly Martin

Dated:_____ By:_____
Plaintiff Lauren Barry

Dated:_____ By:_____
Plaintiff Denise Howerton

Dated:_____ By:_____
Plaintiff Erin Calderon

Dated: 6/16/14 By: Ruth Pasarell
Plaintiff Ruth Pasarell

EXHIBIT A

CLAIM FORM		
Must be <u>received online</u> or <u>postmarked if mailed</u> no later than _____, 2014.	**TRUVIA SETTLEMENT ADMINISTRATOR C/O DAHL ADMINISTRATION PO BOX 3614 MINNEAPOLIS MN 55403-0614** Toll-Free: 1-___-___-____ Website: <u>www.TruviaSweetenerLawsuit.com</u>	This is a two-sided Claim Form. All four Sections of the Claim Form must be completed.

You can also file a claim online at: <u>www.TruviaSweetenerLawsuit.com</u>.

Section I - Class Member Information

Claimant Name:

Street Address:

City: **State:** **Zip Code:**

Email:

Preferred Phone Number:

Section II – Product and Purchase Information

Type of Truvia Natural Sweetener product(s) Purchased Between July 1, 2008 and ____, 2014 ***(fill in all that apply)***	**List where Product(s) were Purchased**	**Total Number of Products Purchased**	**Total Estimated Value of Products Purchased***
O Package of Packets O Spoonable Jar O Baking Blend O Other (describe:_____ _____ _____ _____)		_____ **OR** $_____ ***(enter either Total Number Purchased or Total Estimated Value)***	

* not including sales taxes or shipping charges

EXHIBIT A

Section III – Purchase and Product Information

Based upon the information below, I elect to receive either a O cash refund or O Vouchers for free products *(check one)*.

Class Members may elect to receive either a cash refund or Vouchers. Each Voucher can be redeemed for one Eligible Truvia Natural Sweetener products. Eligible Products for Voucher redemption are the 40-count and 80-count packages of Truvia Natural Sweetener packets, and any size of the Truvia Natural Sweetener spoonable jar and baking blend. The value of the cash refund and Vouchers vary according to the amount or quantity purchased as listed in this table:

	Approximate Value Purchased	**OR Number of Products Purchased**	**Maximum Cash Refund or Voucher Value**
Tier 1	More than $120.00	20 or more	$45.00 Cash Refund *or* 15 Vouchers (est. value: $90.00)
Tier 2	$60.00 to $119.99	10 to 19	$30.00 Cash Refund *or* 10 Vouchers (est. value: $60.00)
Tier 3	$30.00 to $59.99	5 to 9	$15.00 Cash Refund *or* 5 Vouchers (est. value: $30.00)
Tier 4	Less than $30.00 (but more than $0.01)	1 to 4	$7.50 Cash Refund *or* 3 Vouchers (est. value: $18.00)

Section IV – Required Affirmation

With my signature below I declare, under penalty of perjury, that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased the Truvia Consumer Product(s) claimed above during the Class Period of July 1, 2008 to [date of Preliminary Approval Order] for personal or household use and not for resale. I understand that my Claim Form may be subject to audit, verification, and Court review.

SIGNATURE: _____ DATE: _____

Note: *The Settlement Administrator has the right to request verification or more information regarding the claimed purchase of Truvia Natural Sweetener products for purposes of preventing fraud. If the Class Member does not timely comply or is unable to produce documents or information to substantiate the Claim Form and the Claim is otherwise not approved, the Settlement Administrator may disqualify the Claim.*

All Claim Forms must be postmarked if mailed or electronically submitted online by _____, 2014, to:

TRUVIA SETTLEMENT ADMINISTRATOR
C/O DAHL ADMINISTRATION
PO BOX 3614
MINNEAPOLIS MN 55403-0614

OR at www.TruviaSweetenerLawsuit.com.

EXHIBIT B

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

A class action settlement involving Truvia® Natural Sweetener may provide benefits to those who qualify.

A court authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued.

If you are a Class Member, your legal rights are affected whether you act or don't act.

PLEASE READ THIS NOTICE AND THE ENCLOSED CLAIM FORM CAREFULLY.

- You may be a class member in a proposed settlement class of purchasers of Truvia Natural Sweetener consumer products and may be entitled to participate in the proposed settlement. The United States District Court for the District of Hawaii (the "Court") has ordered the issuance of this notice in the lawsuits entitled *Howerton v. Cargill, Inc.* and *Martin v. Cargill, Inc.* ("Truvia Litigation"). Defendant Cargill denies any wrongdoing in this lawsuit. The Court has not ruled on the merits of Plaintiffs' claims.
- You may be eligible for Vouchers for free Truvia Natural Sweetener products or a cash refund if you qualify and timely submit a valid Claim Form.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to get a cash refund or Vouchers for free Truvia Natural Sweetener products under the settlement. You must submit a Claim Form to the Settlement Administrator to be eligible to receive money or Vouchers from the settlement.
EXCLUDE YOURSELF	Get no cash refund or Vouchers for free products . This is the only option that allows you to ever be a part of any other lawsuit against Defendant about the legal claims in this case.
OBJECT	Write to the Court about why you don't like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no cash refund or Vouchers for products , and give up your legal rights.

- These rights and options, **and the deadlines to exercise them,** are explained in this Notice.
- The Court in charge of the Truvia Litigation still has to decide whether to approve the settlement of this case. Distribution of Vouchers for free Truvia Natural Sweetener products and cash 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 was this Notice issued?

A Court authorized this Notice because you have a right to know about a proposed settlement of this class action, including the right to make a claim for Vouchers for free Truvia Natural Sweetener products or a cash refund, and about all of your options, before the Court decides whether to give "final approval" to the settlement. If the Court approves the parties' Class Settlement Agreement ("Settlement Agreement"), and after any objections and appeals are resolved, Vouchers or cash refunds will be distributed to those who qualify and submit a valid claim.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available under the settlement, who is eligible for them, and how to get them.

Judge Leslie E. Kobayashi of the United States District Court for the District of Hawaii is overseeing these class actions. The cases are known as *Molly Martin and Lauren Barry v. Cargill, Inc.*, CV 14-cv-00218-LEK-BMK, and *Denise Howerton, et al., v. Cargill, Inc.*, CV 13-00336-LEK-BMK. The persons who sued are called the Plaintiffs, and the company they sued is called the Defendant.

2. Which company is part of the settlement?

This settlement involves Cargill, Inc. ("Cargill"). This Notice also sometimes refers to Cargill as "Defendant."

3. What are these lawsuits about?

These lawsuits challenge the labeling and marketing of Cargill's Truvia Natural Sweetener products. Plaintiffs allege that they purchased Truvia Natural Sweetener products and were misled by statements on the labels describing the Truvia Consumer Products and their ingredients—including stevia leaf extract and erythritol—as "natural." Plaintiffs allege that the Truvia Natural Sweetener products they purchased were not "natural" because they contained ingredients that were "highly processed" and/or derived from genetically modified organisms ("GMOs") and that the descriptions of the products, and of the ingredients of which these products were made, were inaccurate or misleading. Plaintiffs allege Cargill violated several Minnesota, California, Hawaii, and Florida consumer protection laws as well as the breach-of-warranty laws of various states. Plaintiffs' lawsuit sought money damages and certain changes in the labeling of Truvia Natural Sweetener products and sought to represent a nationwide class of consumers who purchased these products.

Cargill vigorously denies that its marketing, advertising, and/or labeling of Truvia Consumer Products is false, deceptive, or misleading to consumers or violates any laws. Cargill believes that its Truvia Natural Sweetener products are truthfully described as "natural" and are easily distinguishable from other artificial, zero-calorie sweeteners on the market.

4. Why are these class actions?

In a class action lawsuit, one or more people called "Class Representatives" (in this case, Molly Martin, Lauren Barry, Denise Howerton, Erin Calderon, and Ruth Pasarell) sue on behalf of people who have similar claims. The people together are a "Class" or "Class Members." One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the settlement.

5. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant, and has not found that Cargill did anything wrong. Cargill does not admit any wrongdoing. Instead, both sides agreed to a settlement. That way, the parties avoid the risk and cost of a trial, and the people affected will get compensation. The Class Representatives and Class Counsel think that the settlement is in the best interest of the Class and that the settlement is fair, adequate, and reasonable. ***The settlement does not mean that Cargill did anything wrong. No trial has occurred, and no determinations on the merits of the claims have been made.***

WHO IS IN THE SETTLEMENT

To see if you are eligible under this settlement, you first have to decide if you are a member of the Class, as explained below.

6. How do I know if I am part of the settlement?

The Class includes all persons who, from July 1, 2008. through [date of Preliminary Approval Order] (the "Class Period") resided in the United States and purchased in the United States any of the Truvia Consumer Products for their household use or personal consumption and not for resale.

See Question 7 below for exceptions to the Class definition. Also, a complete definition of the Settlement Class can be found at Paragraph __ of the Order Preliminarily Approving the Class Action Settlement (available at www.TruviaSweetenerLawsuit.com).

7. Are there exceptions to being included?

Excluded from the Settlement Class are:

(a) Cargill's board members or executive-level officers, including its attorneys;
(b) governmental entities;
(c) the Court presiding over this settlement, the Court's immediate family, and the Court staff;
(d) any person that timely and properly excludes himself or herself from the Settlement Class; and
(e) any person who bought Truvia Natural Sweetener for resale or for a use other than individual or household use.

8. I'm not sure if I am included.

If you are not sure whether you are included, you can get free help. You can call the Settlement Administrator toll-free at 1-___-___-____; send an e-mail to mail@TruviaSweetenerLawsuit.com; or visit www.TruviaSweetenerLawsuit.com for more information. Or you can fill out and return the Claim Form enclosed with this Notice or submit a Claim electronically at the website listed above to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

9. What does the settlement provide?

The settlement provides that Class Members who submit a timely and valid claim form will receive a cash refund valued at up to $45.00 or Vouchers valued at up to $90.00, subject to *pro rata* upward or downward adjustment pursuant to Section 4.6 of the Settlement Agreement. Each Voucher can be redeemed for one free Eligible Product.

10. Which Eligible Products can be redeemed with a Voucher?

A Voucher can be redeemed for 40-count or 80-count packages of Truvia Natural Sweetener packets or any size Truvia Natural Sweetener spoonable jars and baking blends.

11. What amount of cash refund or Voucher value can I receive?

The value of the cash refund or Voucher for which a Class Member is eligible depends upon the number and type, or value, of the Truvia Natural Sweetener products that the Class Member purchased. See the table below:

Tier	Approximate Value of Truvia Consumer Products Purchased	***OR*** Number of Truvia Consumer Products Purchased	Maximum Initial Claim Amount (subject to adjustment)
Tier 1	$120.00 or more	20 or more	$45.00 Cash Refund *or* 15 Vouchers (est. value: $90.00)

Tier 2	$60.00 to $119.99	10 to 19	$30.00 Cash Refund *or* 10 Vouchers (est. value: $60.00)
Tier 3	$30.00 to $59.99	5 to 9	$15.00 Cash Refund *or* 5 Vouchers (est. value: $30.00)
Tier 4	Less than $30.00 (but more than $0.01)	1 to 4	$7.50 Cash Refund *or* 3 Vouchers (est. value: $18.00)

12. What else has Cargill agreed to do in this settlement?

Cargill firmly believes that its marketing, labeling, and advertising of Truvia Natural Sweetener has been accurate and truthful. In addition to agreeing to pay for cash refunds or Vouchers for eligible Class Members who submit valid and timely Clam Forms, however, Cargill has also agreed to make certain changes to the labels of its Truvia Natural Sweetener products and to add language to the www.Truvia.com website to further describe the ingredients in these products. More information about these changes is available in Section 4.7 and 4.8 of the Settlement Agreement, which is available at www.TruviaSweetenerLawsuit.com.

HOW YOU GET A CASH REFUND OR VOUCHERS FOR FREE PRODUCTS – SUBMITTING A CLAIM FORM

13. How can I get a cash refund or Vouchers for free products?

To be eligible to receive a cash refund or Vouchers for free Truvia Natural Sweetener products , you must submit a valid and timely Claim Form. A Claim Form is included with this mailing. You may also get a Claim Form on the Internet at www.TruviaSweetenerLawsuit.com, by calling 1-___-___-____, by sending an e-mail to mail@TruviaSweetenerLawsuit.com, or by requesting a Claim Form by mail at the address below.

You should read the instructions on the Claim Form carefully and fill out the entire Claim Form. You'll need to include your full name, mailing address, telephone number, type of Truvia Natural Sweetener product(s) purchased, location of purchase(s), and an attestation under penalty of perjury that you purchased the products(s) between July 1, 2008, and _____.

The Claim Form must be submitted online or, if mailed, postmarked **no later than _____**. If you are submitting your Claim Form by mail, send it to the following address:

Truvia Settlement Administrator
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

Do not send a copy of the Claim Form to the Court, the Judge, counsel for the parties or the Defendant. If you mail your Claim Form so that it is not postmarked by the deadline, you will not be eligible to receive any Vouchers or cash refunds from this settlement. It is recommended that you keep a copy of the completed Claim Form.

The Settlement Administrator may request verification of the Truvia Natural Sweetener product purchase(s) you claim. This may include a request for purchase documentation. If you don't comply with a request for verification, the Settlement Administrator may deny your Claim.

14. When will I get my cash refund or Voucher?

The cash refunds and Vouchers for free products will be mailed to eligible Class Members who submit valid and timely Claim Forms after the claims period has expired and the Court has granted "final approval" of the settlement

and after any appeals are resolved.

The Court will hold a hearing on _____ at _____ to decide whether to approve the settlement (see the section below titled "The Court's Final Approval Hearing"). If Judge Kobayashi approves the settlement, there may be appeals. Resolving any appeals that are made can take a long time. Please be patient. Please check the settlement website, www.TruviaSweetenerLawsuit.com, for updates and other important information about the settlement. You may also call 1-___-___-____ toll-free or send an e-mail to mail@TruviaSweetenerLawsuit.com for settlement updates.

15. What am I giving up if I get a cash refund or Vouchers or if I do nothing and stay in the Class?

Unless you exclude yourself, you are staying in the Class, and cannot sue or be part of any other lawsuit against Defendant about the legal claims asserted in this case. And, unless you exclude yourself, all of the Court's orders will apply to you and legally bind you. If you submit a Claim Form, or simply stay in the Class, you will have agreed to release and discharge all claims against Cargill, as described in Section VII of the Settlement Agreement.

A complete copy of the Settlement Agreement can be obtained at www.TruviaSweetenerLawsuit.com, or by calling 1-___-___-____ toll-free. The Settlement Agreement specifically describes the Released Claims in necessarily accurate legal terminology. Speak with Class Counsel (see the section below on "The Lawyers Representing You") or your own lawyer if you have questions about the Released Claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a cash refund or Vouchers from this settlement, but you want to keep the right to sue Defendant on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself or is sometimes referred to as "opting out" of the Class as discussed in Section 6.3 of the Settlement Agreement.

16. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter to the Settlement Administrator by U.S. Mail including a clear statement that you want to be excluded from the Truvia Litigation settlement.

Be sure to include your name, address, and your signature. You must sign the exclusion.

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

Truvia Settlement Administrator
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

You can't exclude yourself by telephone, by e-mail, or on the website. If you ask to be excluded, you will not get a cash refund or any Vouchers from the settlement, and you cannot object to the settlement or intervene in the case. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendant.

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

No. Unless you exclude yourself, you give up any right to sue Defendant for the any of the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

Remember, the deadline to postmark your exclusion request is _____.

18. If I exclude myself, can I get a cash refund or Vouchers from this settlement?

No. If you exclude yourself, do not send in a Claim Form to ask for a cash refund or Vouchers for free products.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

The Court has appointed the following attorneys and law firms to represent you and other Class Members:

Clayton D. Halunen
Melissa W. Wolchansky
Halunen & Associates
80 South 8th Street, Suite 1650
Minneapolis, MN 55402

Michael R. Reese
Reese Richman LLP
875 Avenue of the Americas, 18th Floor
New York, NY 10001

Joseph P. Guglielmo
Scott+Scott, Attorneys at Law, LLP
The Chrysler Building
405 Lexington Avenue, 40th Floor
New York, New NY 10174

These lawyers are called Class Counsel. You will not be charged for services performed by Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

Class Counsel will ask the Court to approve a payment of up to $1,830,000 for attorneys' fees and expenses. Class Counsel will also ask for a payment of $2,000 each to Plaintiffs Molly Martin, Lauren Barry, Denise Howerton, Erin Calderon, and Ruth Pasarell for their services as Class Representatives. The Court may award less than these amounts. Defendant has agreed not to oppose the request for fees and expenses up to these amounts. The Defendant will also pay all costs to administer the settlement.

OBJECTING TO THE SETTLEMENT

If you are a Class Member and do not exclude yourself, you can tell the Court that you don't agree with the settlement or some part of it.

21. How do I tell the Court that I don't like or object to the settlement?

If you're a Class Member and you don't exclude yourself from the settlement, you can object to the proposed settlement if you don't like it. You must stay in the Settlement as a Class Member to submit an objection.

You can give reasons why you think the Court should not approve the settlement. The Court will consider your views. To object, you must

(a) **file** your objection with the Court **no later than** _____ at the following address:

Address of Court to Send Objections to Settlement:

Civil Action No. 13-cv-00336-LEK-BMK
United States District Court
District of Hawaii
300 Ala Moana Blvd C-338
Honolulu, HI 96850;

and (b) mail a copy of your objection to the designated Class Counsel and Defense Counsel, listed below, so that it is **postmarked by _____:**

Address of Designated Class Counsel to Send Copy of Objections to Settlement:

Melissa W. Wolchansky
Halunen & Associates
80 South 8th Street, Suite 1650
Minneapolis, MN 55402

Joseph P. Guglielmo
Scott+Scott, Attorneys at Law, LLP
The Chrysler Building
405 Lexington Avenue, 40th Floor
New York, New NY 10174

Address of Defense Counsel to Send Copy of Objections to Settlement:

Jan M. Conlin
Robins, Kaplan, Miller & Ciresi, L.L.P.
800 LaSalle Avenue
2800 LaSalle Plaza
Minneapolis, MN 55402

Any objection must: (1) be in writing, signed by the Settlement Class Member (and his or her attorney, if individually represented); (2) contain a caption or title that identifies it as "Objection to Class Settlement in Howerton v. Cargill, Inc., Civil Action No. 13-cv-00336-LEK-BMK and Martin v. Cargill, Inc., Civil Action No. 14-cv-00218-LEK-BMK."; (3) contain information sufficient to identify and contact the objecting Settlement Class Member (or his or her individually-hired attorney, if any), as well as a clear and concise statement of the Settlement Class Member's objection, the facts supporting the objection, and the legal grounds on which the objection is based; (4) include documents sufficient to establish the basis for the objector's standing as a Settlement Class Member, such as (i) a declaration signed by the objector under penalty of perjury, with language similar to that included in the Claim Form, that the Settlement Class Member purchased at least one Truvia Consumer Product during the Class Period of July 1, 2008 to the date of Preliminary Approval; or (ii) receipt(s) reflecting such purchase(s).

If an objecting Settlement Class Member chooses to appear at the hearing, no later than [insert date], a Notice of Intention to Appear, either In Person or Through an Attorney, must be filed with the Court and list the name, address and telephone number of the attorney, if any, who will appear. Only persons in the Class who have filed and served valid and timely notices of objection shall be entitled to be heard at the Final Approval Hearing. See Question 25 below.

22. What's the difference between objecting and excluding yourself?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object, because the case no longer affects you. If you object and the Court approves the settlement anyway, you will still be legally bound by the result. You can still complete and submit a valid and timely Claim Form to be eligible for the cash refund or Vouchers for free products if you file an objection.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing called a "Final Approval Hearing" (also known as a "Fairness Hearing") to decide whether to approve the settlement. If you have not excluded yourself from the settlement, you may attend the Final Approval Hearing and you may ask to speak by complying with the procedures in Question 21, but you don't have to.

23. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing to decide whether to finally approve the proposed settlement. You may attend and you may ask to speak, but you don't have to do either one.

The Final Approval Hearing will be on _____ before Judge Leslie E. Kobayashi, at 300 Ala Moana Blvd C-338, Honolulu HI 96850.

At this Hearing, the Court will consider whether the proposed settlement and all of its terms are adequate, fair, and reasonable. If there are objections, the Court will consider them. The Court may listen to people who have asked for permission to speak at the Hearing and complied with the other requirements for objections explained in Question 21 above. The Court may also decide how much to award Class Counsel for fees and expenses for representing the Class and whether and how much to award the Class Representative for representing the Class.

At or after the Hearing, the Court will decide whether to finally approve the proposed settlement. There may be appeals after that. We do not know how long these decisions will take.

The Court may change deadlines listed in this Notice without further notice to the Class. To keep up on any changes in the deadlines, please contact the Settlement Administrator or review the settlement website, www.TruviaSweetenerLawsuit.com.

24. Do I have to come to the Hearing?

No. Class Counsel will answer any questions asked by the Court. But, you are welcome to come at your own expense. If you intend to have a lawyer appear on your behalf at the Final Approval Hearing, your lawyer must enter a written notice of appearance of counsel with the Clerk of the Court no later than **_____,** and you must comply with all of the requirements explained above in Question 21.

If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time and complied with the other requirements for a proper objection, the Court will consider it.

25. May I speak at the Hearing?

If you submitted a proper written objection to the settlement, you or a lawyer acting on your behalf may speak at the Hearing. To do so, you must send a Notice of Intention to Appear and follow the procedures set out above in Question 21. Your Notice of Intention to Appear must be filed with the Court no later than _____. You must also copy the designated Class Counsel and Defense Counsel on your Notice of Intention to Appear. See Question 21 for the addresses. You cannot speak at the Hearing if you exclude yourself.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you do nothing, you will get no cash refund and no Vouchers for free products from this settlement, and you will be legally bound by the Court's decisions in this settlement. Unless you exclude yourself, you won't be able to sue or be part of any other lawsuit against the Defendant about the legal issues in this case, ever again.

GETTING MORE INFORMATION

27. How do I get more information about the settlement?

You may obtain additional information by:

- Calling the Settlement Administrator toll-free at 1-___-___-____.
- E-mailing the Settlement Administrator at mail@TruviaSweetenerLawsuit.com.
- Writing to the Settlement Administrator at the following address:

Truvia Settlement Administrator
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

- Visiting the settlement website, www.TruviaSweetenerLawsuit.com, where you will find answers to frequently asked questions about the settlement, a Claim Form, settlement documents, plus other information to help you.
- Reviewing legal documents that have been filed with the Clerk of Court in this lawsuit at the Court offices provided in Question 21 during regular office hours.
- Contacting Class Counsel listed in Question 19 above.

PLEASE DO NOT CALL THE JUDGE OR THE COURT CLERK TO ASK QUESTIONS ABOUT THIS LAWSUIT OR NOTICE.

THE COURT WILL NOT RESPOND TO LETTERS OR TELEPHONE CALLS. IF YOU WISH TO ADDRESS THE COURT, YOU MUST FILE AN APPROPRIATE PLEADING OR MOTION WITH THE CLERK OF THE COURT IN ACCORDANCE WITH THE COURT'S USUAL PROCEDURES.

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

Denise Howerton, on behalf of herself and all others similarly situated, Plaintiff, v. Cargill, Incorporated, Defendant	Civil Action No. 13-cv-00336-LEK-BMK
Molly Martin and Lauren Barry, on behalf of themselves and all others similarly situated, Plaintiffs, v. Cargill, Incorporated, Defendant.	Civil Action No. 14-cv-00218-LEK-BMK

AFFIDAVIT OF JEFFREY D. DAHL WITH RESPECT TO SETTLEMENT NOTICE PLAN

I, Jeffrey D. Dahl, being duly sworn and deposed, say:

1. I am over 21 years of age and am not a party to this action. This affidavit is based on my personal knowledge, information provided by the staff of

Dahl Administration, LLC ("Dahl"), and information provided by Dahl's media partners. If called as a witness, I could and would testify competently to the facts stated herein.

2. I am President of Dahl, which has been retained as the Notice Administrator and Settlement Administrator for the above-captioned action. I am a nationally-recognized expert with over 19 years of experience in class action settlement administration. I have provided claims administration services and notice plans for more than 300 class actions involving securities, product liability, fraud, property, employment and discrimination. I have experience in all areas of settlement administration including notification, claims processing and distribution. I have also served as a Distribution Fund Administrator for the U.S. Securities and Exchange Commission.

3. A true and correct copy of Dahl's firm background is attached hereto as Exhibit 1.

4. Mark Fellows from Dahl's Media Notice team and I designed the Notice Plan for the Settlement in the above-captioned action. I am responsible for directing Dahl's execution of the Notice Plan.

5. This affidavit describes (a) the methodology used to create the proposed Notice Plan; (b) the proposed Notice Plan; (c) the Notice design; (d) the direct mailed Notice; (e) published print Notice; (f) the web-based Notice; (g) web-based Notice targeted using keyword search terms; (h) web-based Notice targeted

using social media interest areas; (i) earned media; (j) the toll-free helpline; (k) the Settlement website; and (l) claims filing estimates.

METHODOLOGY

6. Working with our media partner, FRWD, Mark Fellows and I designed a Notice Plan that utilizes mail, print, and web-based media to reach Settlement Class Members. In formulating the Notice Plan, we took account of the powerful data showing that individuals now spend far more time seeking and consuming information on the Internet than from print sources, and we will employ sophisticated methods of reaching and exposing Settlement Class Members to the Notice that are available to marketers in the digital, online sphere.

7. A true and correct copy of the Affidavit of John Grudnowski, the founder and CEO of FRWD, is attached hereto as Exhibit 2.

8. The Affidavit of John Grudnowski provides detailed information regarding online advertising in general and describes in detail the digital component of the Notice Plan for this Settlement.

9. The proposed Notice Plan uses the methods that have been and are currently used by the nation's largest advertising media departments to target and place billions of dollars in advertising. These methods include both print placement of the Notice and the sophisticated targeting capabilities of digital marketing technologies to meet and reach Settlement Class Members at the websites they visit most frequently.

PROPOSED NOTICE PLAN

10. The objective of the proposed Notice Plan is to provide notice of the Proposed Settlement to members of the Proposed Settlement Class ("Settlement Class Members" or "Class") that satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure.

11. I understand that the Settlement Class Members generally are persons who reside in the United States and purchased in the United States any Truvia Consumer Products, (as the term is defined in the Settlement Agreement), for their household use or personal consumption and not for re-sale, between July 1, 2008 and the date the Court issues an order preliminary approving the Settlement. It is not possible to determine the Settlement Class size because no mechanism exists to track exactly how many households have purchased Truvia Consumer Products. However, Defendant Cargill, Incorporated ("Cargill") estimates, based on Nielsen market share and household usage data, that approximately five million households use Truvia Consumer Products. Thus, the best ballpark estimate that exists is that membership in the Settlement Class may include approximately five million persons.

12. Dahl met with Cargill representatives to determine the characteristics of the Settlement Class, based upon known characteristics of Truvia Consumer Product purchasers. Based on information provided, this Notice Plan has been aligned with the targeting done by the Truvia Natural Sweetener brand using the same channels and segmentation. Consistent with the characteristics of the Truvia

Consumer Product purchasers as identified by Cargill, Dahl targeted adults aged 25–54, noting that Truvia Consumer Product Purchasers – and thus potential Settlement Class Members – skew somewhat toward the older (45–55) end of this range. Demographically, the Settlement Class is estimated to be 64% female and 36% male, with an estimated average household income of over $78,000. It is estimated that approximately 72% of the Class is married, and that 54% of the Class has children. From a psychographic perspective, while Truvia Natural Sweetener products are nationally distributed through all retail grocery channels, Truvia consumers – and thus potential Settlement Class Members – shop more often at Target stores than an average consumer. Websites commonly visited by Settlement Class Members include ESPN.com, HGTV.com, FoodNetwork.com, and WeightWatchers.com. Using the demographic and psychographic information above, we have designed this Notice Plan to target print publications, a selection of websites, relevant search interest keywords, and specific social media interest areas that match the characteristics of the Settlement Class.

13. Since the names and addresses for most Settlement Class Members are not readily available, providing notice directly to every Settlement Class Member by mail is not a reasonable or feasible option, though we will provide written notice to the potential Settlement Class Members for whom we have addresses per paragraph 16 below.

14. We have designed a Notice Plan that includes eight elements:

a. Direct mail or email Notice to any potential Settlement Class Members that can be identified from Cargill's records;

b. Published Notice through the use of paid print media;

c. Web-based Notice using paid banner ads on targeted websites;

d. Additional web-based Notice using "keyword" searches displaying banner ads;

e. Social media ads targeting relevant interest areas;

f. National earned media through the issuing of a press release distributed nationwide through PR Newswire;

g. A dedicated, informational website through which Settlement Class Members can obtain more detailed information about the Settlement and access case documents; and

h. A toll-free telephone helpline by which Settlement Class Members can obtain additional information about the Settlement and request a copy of the Notice.

15. The Notice Plan has been designed to obtain over 147 million individual print and digital impressions targeted to approximately 28 million persons in order to achieve sufficient scale and impression frequency to target the estimated approximately five million Settlement Class Members. Coverage and exposure will be further increased by the earned media campaign, the website, and the toll-free helpline.

16. At the conclusion of the Notice Plan, Dahl will provide a final report verifying implementation of the Notice Plan and provide the final reach and frequency results.

NOTICE DESIGN

17. Rule 23(c)(2) of the Federal Rules of Civil Procedure requires that class action notices be written in "plain, easily understood language." The proposed Notices have been designed to be noticed, read, and understood by potential Settlement Class Members. Both the Summary Notice and the Long Form Notice, which will be available to those who call the toll-free helpline or visit the website, contain substantial, easy-to-understand descriptions containing all key information about the Settlement and Settlement Class Members' rights and options. A copy of the proposed Summary Notice is attached to the Settlement Agreement as Exhibit D. A copy of the proposed Long Form Notice is attached to the Settlement Agreement as Exhibit B.

DIRECT MAILED NOTICE

18. Upon Preliminary Approval, Cargill will provide Dahl with the names and addresses or email addresses for approximately 3,500 individual direct purchasers who are potential Settlement Class Members. Dahl will mail a Long-Form Notice and Claim Form or email a Summary Notice to each of these individuals.

PRINT PUBLICATION NOTICE

19. The print component of the Notice Plan will include a one-third page Summary Notice inserted once into *People Magazine;* a one-eighth page Summary Notice inserted once into *USA Today;* and a one-fourth page Summary Notice inserted once into the *Honolulu Star Advertiser*. *People* has a total national circulation of approximately 3,475,000 with a readership of approximately 42 million. It reaches one in four adult consumers, one in four mothers, and more relatively affluent adults than any other magazine. With a readership median age of 44.6 years and median household income of over $67,000, *People* is the best match among national print publications to the characteristics of this Settlement Class. *USA Today* has a national circulation of 1,662,766 with a readership of over three million. *USA Today* has the largest daily print circulation publication in the U.S., with a median readership age of 50 and median household income over $89,000. Known as "Hawaii's Newspaper," the *Honolulu Star Advertiser* has a circulation of 188,526, which is the largest circulation of any newspaper in the State of Hawaii. *USA Today* and the *Honolulu Star Advertiser* are excellent complements to *People* in ensuring that the proposed Media Plan reaches the target audience.

WEB-BASED NOTICE

20. To reach as many of the estimated five million Settlement Class Members as possible, a web-based notice campaign utilizing banner-style notices with a link to the Settlement website will supplement the print notice. Banner notices measuring 728 x 90 pixels and 300 x 250 pixels will appear on a subset of

two groups of websites known as the FRWD Reach Channel and Foodie Sites. The Reach Channel provides placements across the top 2,000 most trafficked websites, and provides the ability to reach 95% of the Settlement Class. The Foodie Sites group provides placement across the top food and related websites and provides higher-impact and more contextually-relevant placements with regard to this Settlement Class. The banner notices will run on websites when the site's demographics match our target audience.

21. A true and correct list of the website domains that are included in the FRWD Reach Channel and Foodie Sites and will be utilized in this notice campaign is attached hereto as Exhibit 3.

22. True and correct samples of the banner ads that will be placed are attached hereto as Exhibit 4.

23. The Grudnowski Affidavit attached as Exhibit 2 provides more detailed information about the technologies and methods that we will use to implement and track this component of the Notice Plan.

USING KEYWORD SEARCH TERMS

24. The proposed Notice Plan will include banner ads targeted to display in response to the entry of specific keywords related to the Truvia Consumer Products and other similar products and interests on major search engine websites, including the keywords "Truvia," "Stevia," "Cargill," and other similar words.

USING SOCIAL MEDIA INTEREST AREAS

25. The proposed Plan will include banner ads that will be displayed to users of the Facebook social media network. These banner ads will appear on Facebook web pages displayed to Facebook users who have previously expressed interest using Facebook "Likes" and otherwise in areas such as "Truvia," "Stevia," "Sweet & Low," "Purevia," "Sugar Substitute," etc. In previous notification plans, this method of targeting has led to significant increases in overall claims.

EARNED MEDIA

26. The proposed Notice Plan will also include earned media to supplement the paid media portion of the Plan and will be targeted to a national audience. "Earned media" refers to promotional efforts outside of direct, paid media placement. The earned media efforts will provide additional notice of the Settlement to potential Settlement Class Members, though the effect is not measurable as it is with the impressions accumulated with the paid media portion of the Notice campaign.

27. Concurrent with the launch of the print and online Notices, Dahl will release a national press release via PR Newswire. The press release will be distributed by PR Newswire to 5,815 newspapers, television stations, radio stations and magazines. In addition, PR Newswire will send the press release to approximately 5,400 websites and online databases, including all major search engines.

28. A true and correct copy of the text of the proposed press release is attached hereto as Exhibit 5.

TOLL-FREE HELPLINE

29. Prior to the launch of the print and web-based media campaigns, Dahl will also establish a toll-free Settlement helpline to assist potential Settlement Class Members and any other persons seeking information about the Settlement. The helpline will be fully automated and will operate 24 hours per day, seven days per week. Callers will also have the option to leave a message in order to speak with the Settlement Administrator.

30. The toll-free helpline will include a voice response system that allows callers to listen to general information about the Settlement, listen to responses to frequently asked questions ("FAQs"), or request a Long-Form Notice.

31. Dahl will work with Counsel to prepare responses to the FAQs to provide accurate answers to anticipated questions about the Settlement.

SETTLEMENT WEBSITE

32. Prior to the launch of the print and web-based media campaigns, Dahl will coordinate and integrate into the Notice Plan a Settlement website at www.TruviaSweetenerLawsuit.com.

33. Dahl will work with Counsel to develop the content for the Settlement website. The website will provide Settlement Class Members with general information about the Settlement, answers to frequently asked questions, a means to submit an electronic Claim Form or download a Claim Form, important date and

deadline information, a summary of Settlement benefits, a means by which to review and print copies of certain Settlement documents (including the Long Form Notice), and a link to contact the Settlement Administrator via email.

CLAIMS FILING

34. Recently, I analyzed the actual claims filing rates for over 100 consumer class action settlements, in which more than 14 million class members participated. The settlements included direct mail notice, published notice and web-based notice. The weighted average claims filing rates for these consumer settlements ranged from a low of 2.7% to a high of 7.3%. The analysis showed a median claim filing rate of 5.5% and a mean claim filing rate of 5.8%. Since direct contact information is available for only a small number of potential Settlement Class Members and Cargill's sales and other data show high consumer satisfaction with the product, I would expect the actual claim filing percentage to be toward the lower end of the filing range. A claim filing percentage of 2% to 3% would be reasonable.

35. This Settlement has offers potential Class Members the filing option of choosing either a cash option or a voucher option. My experience with settlements offering similar choices is that a high percentage of filers will choose the cash option.

CONCLUSION

36. The objective of the Notice program is to reach the highest possible percentage of potential Class Members, provide them with meaningful information

to help them understand their legal rights and options under the terms of the settlement and provide a simple, open and easy method for them to file claims for settlement benefits.

37. It is my opinion that the proposed Notice Plan, by producing more than 147 million print and digital impressions that are targeted using methods universally employed in the advertising industry at persons that match characteristics of Truvia Consumer Product purchasers – and thus the Settlement Class – provides sufficient Notice to the estimated five million members of the Settlement Class.

38. It is also my opinion that the proposed Notice Plan is fully compliant with Rule 23 of the Federal Rules of Civil Procedure and meets the notice guidelines established by the Federal Judicial Center's Manual for Complex Litigation, 4th Edition (2004), as well the Federal Judicial Center's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide (2010), and is consistent with notice programs approved previously by both State and Federal Courts.

EXHIBITS

39. Attached hereto are true and correct copies of the following exhibits:

Exhibit 1: Background information on Dahl Administration

Exhibit 2: Affidavit of John Grudnowski in Support of the Settlement Notice Plan

Exhibit 3: List of Websites on which Banner Ads may be placed

Exhibit 4: Sample Banner Ads

Exhibit 5: Press Release text

I declare under penalty of perjury, that the foregoing is true and correct to the best of my knowledge. Executed this 17th day of June, 2014 in Minneapolis, Minnesota.

Jeffrey D. Dahl
President
Dahl Administration, LLC

Sworn to and Subscribed before me
this 17th day of June, 2014.

Notary Public

Exhibit 1

Dahl ADMINISTRATION

Firm Information and Selected References

P 952.562.3600 • 6465 Wayzata Boulevard Suite 420 • Minneapolis MN 55426 • **www.dahladministration.com**

OUR FIRM

Dahl ADMINISTRATION

OUR HISTORY

After more than 15 years of experience managing hundreds of settlements and distributing billions in settlement benefits, Jeff and Kristin returned to their roots as hands-on administrators providing innovative and cost-effective solutions. They created Dahl Administration to provide responsible, accountable, and transparent settlement administration services, and to become a trusted resource for class action counsel nationwide.

Dahl Administration has a history that stretches back to the beginnings of the class action settlement administration industry. Jeff Dahl was a founding partner of Rust Consulting and Kristin Dahl was Rust's second employee. During their time with Rust, the firm managed over 2,000 class action settlements.

Jeff and Kristin built Dahl Administration from the ground-up to provide the kind of service and expertise that complex claims administration projects demand, something that is too often lost within the corporate overhead and "turn-key solutions" that come with very large administrators. To do this, Dahl Administration combines advanced claims processing technology with expert project teams that are 100% focused on meeting client needs. This project team approach eliminates departmental "silos" that lack overall understanding of a client's project needs and lose the ability to communicate effectively when issues arise.

To focus on client needs, Jeff and Kristin created an organization that produces truly custom solutions, where project managers and principals actually answer their phones and emails, employees are empowered to resolve issues, and team members proactively communicate with clients to eliminate unwelcome surprises. The same people that consult and generate project proposals also attend weekly project update meetings and actively manage project work. This continuity ensures that project execution and costs meet or exceed the standards set in the proposal.

Dahl Administration is a full-service provider, with a staff of professionals experienced in class action administration, process development, document and script development, data and image capture, claims processing, quality control review, accounting, project management, software development, and distribution. We also have sophisticated technology resources in place to implement solutions of any size and any level of complexity.

We are committed to managing successful projects that are completed on time, on budget, and with the highest level of quality in the industry.

Dahl ADMINISTRATION

OUR PHILOSOPHY

Dahl's 6 Key Principles:

Accountable

We are experts at what we do. When you hire us the work is done correctly and we stand behind it. No exceptions.

- **Immediate Resolution**
  When issues arise, we fix them. Dahl principals are actively involved in day-to-day client support and project management.

- **Project Team Responsibility**
  Our project managers are empowered to make decisions and resolve issues directly, guided by Dahl principals who actively monitor every project.

- **True Real-time Quality Assurance**
  We perform quality reviews continuously within the project processing cycle, not through a generic, detached auditing function.

Responsive

Nothing is more frustrating than having issues arise and no one will answer the phone or respond to an email. Our managers and principals are required to answer their phone and check their email 24/7. We want you to call our mobile numbers in an emergency, that's why we give them to you. You can always call our president and he will be happy to assist you. We don't just say this, we do it.

- **Online, All the Time**
  We answer the telephone. We know your time is money, so when you have an issue, you can call or email your project manager, your project principal, or the company president to get it resolved promptly – day or night.

- **Empowered, Knowledgeable Staff**
  We don't forward you to different departments or park your issue with a ticketing system. Your assigned project manager is knowledgeable and empowered to provide solutions on your project. If they don't know the answer, they will get it – promptly and willingly.

- **Client Relationships Drive Our Business**
  We are about you. We strive to develop a long-term, successful partnership with you.

Dahl ADMINISTRATION

OUR FIRM

Technology-Driven

Sometimes it takes a custom technology solution to meet a unique settlement administration challenge. We have a dedicated information technology staff and a full menu of technology services to offer our clients. Whether you need a secure web-based claims submission portal, a custom IVR phone solution, innovative web-based class notice, or anything else, we will work with you to build the solution that works for your settlement and your budget.

- **Advanced Capabilities**
  We offer advanced print and mail solutions, custom IVR phone technology, online filing, "Quick Site" claim image access for clients, high-speed scanning, and flexible fund distribution alternatives.

- **Data Security**
  We provide secure physical facilities, proven technical infrastructure, and information-handling procedures to protect sensitive data.

- **Custom Technical Solutions**
  We custom configure solutions for each project, so you get innovative claims processing workflow that fits your needs.

- **Capacity and Sophistication**
  We have dedicated information technology staff and a high-capacity technology environment to support any size or type of case.

Affordable

In today's economic times, price is always a factor. At Dahl, we have eliminated a lot of unnecessary overhead by focusing our staffing on project-based needs. Dahl employees work on projects. This allows us to keep rates low and stay focused on our clients.

- **Best Service at the Best Price**
  We provide innovative and efficient services designed to administer your project correctly and cost-effectively.

- **Nimble and Right Sized**
  We have project-based teams focused on your case solutions. All of our employees do project work, eliminating non-essential corporate overhead.

Dahl ADMINISTRATION

OUR FIRM

Custom Solutions

We don't provide 'turn-key' processing solutions. Over the years, we have found that our clients expect more from us. We customize our solutions to meet our clients' varied expectations and do it at a 'turn-key' price.

- **True Customization**
  We deploy our expertise and tools to fit your project's needs.

- **Your Project Your Way**
  We don't force your project into our process, we adjust our process to meet your requirements.

- **Adjustable and Adaptable**
  We are nimble and proactive, enabling us to make real-time processing changes to meet your deadlines and requirements.

No Surprises

You should not have to deal with missed deadlines or surprise invoices that far exceed proposed costs. We anticipate issues and stay on top of your settlement schedule for you. Weekly processing updates and monthly budget updates eliminate unpleasant surprises. Clients tell us that their "no surprises" experience with Dahl is what keeps them coming back again and again.

- **Every Project Every Day**
  We anticipate issues. Our "every project, every day" philosophy means our project team is on top of your schedule and proactively addressing any issues.

- **Consistent Reporting**
  We deliver weekly processing updates and monthly budget updates on every project.

- **Active Communication**
  Our principals and project managers proactively track changes in project dynamics and communicate any issues to you.

Dahl ADMINISTRATION

OUR SERVICES

Dahl provides project management and settlement distribution services to attorneys, distribution agents, special masters, governmental agencies, and the courts.

Our services include:

- Settlement Administration Planning and Design
- Management Team
- Project Management
- Cost Analysis
- Pre-Settlement Consultation
- Claimant Notification
- Innovative Notice Planning and Execution
- Claim Document Development and Layout
- Website and Call Center Services
- Claimant Communication
- CAFA Notice
- Document Imaging and Data Capture
- Claim Evaluation and Processing
- Reporting
- Quality Assurance Review
- Problem Identification and Resolution
- Distribution Management

Dahl ADMINISTRATION

INNOVATIVE NOTICE PLANNING AND EXECUTION

Change in the media landscape is accelerating and it is imperative that class action notification planning and execution reflect these changes. More people are now consuming news media via Internet sources than are reading even the most recognized print publications. Given this sea change, it no longer makes sense for class action notification plans to reflexively purchase print advertisements in the same leading national or regional print publications without considering the reality of where class members are directing the bulk of their attention. Print publication still has its place, often as a supplementary notice tactic, but that place will be less and less as the primary method of reaching unidentified class members.

With over 22 years of experience in class action notice and claims administration, Jeff Dahl recognized that class action notice plans were insufficiently utilizing the newly-available tools from the Internet marketing and communications industry. To fill this gap, Dahl Administration reached out to a leading digital marketing agency, FRWD, to develop best practices in applying digital media strategies and execution programs to the class action notification arena. The premise is simple: reach class members using the same digital media tools that FRWD's clients—brands such as 3M, Coca-Cola, Best Buy, Proctor & Gamble, General Mills and more—use to reach their own customers. In planning to provide "the best notice that is practicable under the circumstances" it is no longer acceptable to ignore the digital sphere where class members are now spending the bulk of their media consumption time and attention.

Dahl has deep experience in class action notification, and Dahl handles individual notice planning and execution more efficiently than anyone in the industry. Whether the case involves direct postal mail or email, Dahl will handle the data cleansing, returned mail and tracing, and other standard or custom procedures such that as many of the reasonably identifiable class members get notice of the litigation as possible.

When it comes to publication notice, the Dahl-FRWD approach diverges from the rest of the class action notification industry.

- We reach class members using the same strategies and tactics that leading advertisers would use to reach the same target audience as customers.

- Where feasible, we meet with marketing staff from the defendant(s) along with plaintiff and defense counsel to determine customer demographic and psychographic profiles.

- The logic is unassailable: where defendants have developed highly sophisticated knowledge about their customers and prospective customers, the class action notice process should seek out this knowledge and put it to use.

- Too often, this approach is overlooked in favor of the same print publication placements and, sometimes, a scattershot web banner ad campaign directed only by the broadest of demographic profiles.

Targeting

First, we validate targeting parameters and align media buying with all parties. This process includes hand selecting specific website domains, print publications, geographic targeting, audience interest targeting, and more. By bringing the parties into the process, we are able to align more specifically on targeting needs and expectations in notification.

Technology

Second, we begin technology systems alignment. In delivering a modern notification plan, multiple technical systems must be aligned. This is done to ensure accuracy in delivery of media as well as verifying that delivery met expectations. In typical notification planning Dahl-FRWD will leverage data collection, ad serving, and verification technologies. In parallel with finalizing media, Dahl-FRWD will install and set up all needed technology. In a recent matter where U.S. nationwide notification was required, we structured 50 unique campaigns to ensure proper distribution and verification of notice in each U.S. state. This often overlooked step is vital to ensuring proper notification as Dahl-FRWD can verify reach by state, country, and region. Any notification plan overlooking this step is simply not leveraging available technology to the best practices level.

Execution

The Dahl-FRWD approach involves much more than the mere use of “industry-standard methodology” for the placement of web banner ads. In fact, class action notice “experts” often settle for buying blocks of surplus banner ads from wholesalers. Our goal is to use the same targeting and execution methodology that leading brands use to reach their own customers when we seek to reach those same persons in their capacity as class members. Our methodology of media planning and buying leads to greater accuracy, quality and control of media. The cost advantage is typically 20% to 30%, meaning we can typically reach 20% to 30% greater population base at the same media cost as traditional media notice plans.

OUR PEOPLE

JEFF DAHL
President

Jeff co-founded Dahl Administration LLC in early 2008 and was previously a founding partner and co-owner at Rust Consulting, Inc., one of the two largest class action claims administration firms in the country.

Jeff is a noted expert in all areas of settlement administration including notification, claims processing and distribution. He is known for providing innovative solutions to resolve complex project issues.

Jeff was the court-appointed Neutral Expert tasked with providing final claim determinations for a $176 million settlement in Rhode Island, involving over 300 victims of a 2003 nightclub fire.

He served as the distribution agent for the U.S. Securities and Exchange Commission's $350 million settlement with Fannie Mae.

During Jeff's 19-year career with Dahl and Rust Consulting, his firms provided claims administration services for over 2,000 class action and regulated settlements including the $1.1 billion Microsoft California settlement; the $950 million PB Pipe settlement; the $850 million Masonite siding and roofing settlement; and they distributed over $2 billion from U.S. Securities & Exchange Commission Fair Funds.

Jeff graduated from Concordia College-Moorhead with a Bachelor of Arts degree in Business Administration and is a Certified Public Accountant.

JOHN GRUDNOWSKI
Media Expert

In May 2009, John founded FRWD. He brings 15 plus years of PR and digital marketing services experience that he gained over the course of his career at Accenture, General Mills, Carmichael Lynch and Vail Resorts.

John has developed digital strategies, provided expert training, counseled and advised marketing executives, led internal client innovation teams and led execution teams for a variety of Fortune 1,000 clients including: American Express, Discovery, 3M, General Mills, Deluxe, Target, Best Buy, Sony Pictures, Dairy Queen, Starz Entertainment and Ameriprise. Prior to founding FRWD, John founded and led the modern media practice at space150, a Twin-Cities based ad agency, as well as led agency business development supporting revenue growth from under $1MM to over $12MM in four years. John has also co-founded the Minneapolis-based i612 media organization, and has served on multiple digital-based start-up boards of directors.

KRISTIN DAHL
Principal

Kristin co-founded Dahl Administration LLC and leads the project management group.

She has worked on three U.S. Securities and Exchange Commission settlements including the $432 million Global Research Analyst Settlement, the $100 million HealthSouth Securities settlement, and the $26 million Banc of America Securities settlement on behalf of Distribution Fund Administrator Francis E. McGovern.

Kristin has eighteen years of project management experience solely in the field of class action claims administration. In her career at both Dahl and Rust Consulting, she was the active project manager on over 150 settlements, including the groundbreaking Denny's race discrimination settlement during which over 1 million phone calls were answered and over 150,000 claims were processed.

Kristin holds a Bachelor of Science degree from the University of Wisconsin-River Falls.

DAVID HOFFMAN
National Director of Business Development

David Hoffman is National Director of Business Development at Dahl and is responsible for leading Dahl's efforts to provide expert consulting to aid clients in structuring the notice and claims administration processes. He has more than ten years of experience in providing consulting solutions to attorneys engaged in high-impact litigation. David takes pride in structuring engagement proposals for Dahl clients and prospective clients that accomplish settlement requirements as efficiently and reliably as possible. David studied Behavioral Science & Law at the University of Wisconsin at Madison and has actively pursued continuing education in client services and business development approaches from Miller-Heiman, FranklinCovey, Dale Carnegie, and others.

NANCY BAKER
Principal

Nancy is a Project Manager with over nine years' experience in securities and class action claims management. Prior to joining Dahl, Nancy was a project manager for Rust Consulting specializing in securities cases. Nancy manages a variety of settlements for Dahl including property, insurance and consumer cases. She also drafts notice documents, call scripts and other claimant communications for the firm's projects, handles our published notice campaigns, and coordinates special projects for clients. Nancy graduated with honors from Augsburg College with a Bachelor of Arts degree.

MARK FELLOWS
Principal

Mark is an attorney whose work is focused on notice planning and project initialization for large or complex matters. He has particular expertise in drafting plain language notice and related documentation to comply with applicable legal standards. He also is experienced in working with counsel to create hybrid notice strategies using electronic media to meet due process standards in challenging situations.

He has nearly ten years of experience serving as Legal Counsel and Manager of Legal Research and Education for a large claims adjudication and processing organization. Mark previously worked as a consultant in the data analytics and business intelligence industry

Mark earned his law degree from William Mitchell College of Law and his B.S. from Lewis and Clark College.

DAN LEGIERSKI
Principal

Dan Legierski is a Principal at Dahl who works closely with other Principals, Project Managers, and the Operations Team to ensure that our clients' needs are met. His professional experience includes over twenty years of effectively leveraging technology to better process legal, regulatory, and consumer claims.

Dan has spent time directing Finance/Accounting, Technology, and Operations Departments so he truly understands all aspects of claims processing and how the various functions work together to ensure quality and efficiency. During his tenure at Dahl, he has led the design and development of two major technology platforms that manage the administration of class action cases, promoting quality, accuracy, and cost effectiveness.

Dan graduated from the graduate Software Systems Program at the University of St. Thomas, and from St. Cloud State University with a Bachelors of Science in both Finance and Economics.

JEFF HOUDEK
Director of Accounting

Jeff Houdek recently joined Dahl as its Director of Accounting. Among his duties is the management of the tax reporting function for Dahl's Qualified Settlement Funds. A former Big 4 Auditor, he's built his career helping organizations develop effective and scalable accounting and operational systems to enable organizational growth without sacrificing the needs of their customers. Having worked in a number of heavily regulated industries, where both privacy and cost-effectiveness are paramount, he has helped with the design and development of several technology platforms and reporting applications.

Jeff is a graduate of St. John's University in Collegeville, Minnesota with Bachelor of Arts in Accounting. A Certified Fraud Examiner, Jeff has also previously held CPA, Securities (FINRA) and Insurance licenses.

JOHN SNYDER
Director of Information Technology

John is the architect of Dahl's online claims portal, which allows parties to view and process cases over the internet using paperless workflow capabilities. He has over six years of information technology experience in legal claims processing and nearly 15 years of experience with information technology in general.

John possesses an MBA from the University of Minnesota Carlson School of Business and a law degree from the University of Wisconsin.

ROBERTA MUELLER
Vice President of Human Resources

Roberta Mueller is the V.P. of Human Resources, responsible for overseeing all human resource functions for Dahl. She has extensive experience in leading human resources and uses it to drive Dahl's performance and business results. She provides leadership in building and supporting a workforce that meets Dahl's strategic goals and tactical challenges, leading the effort to build recruitment strategies to meet Dahl's flexible staffing needs.

Previously, Roberta was the Principal and Lead Consultant with an HR consulting firm, Universal HR Solutions, where she and her team delivered human resource consulting services to numerous clients located throughout the Midwest area. Prior to Universal HR Solutions, she held a number of management and leadership positions in the title insurance industry.

CARRIE TUSING
Project Manager

Carrie Tusing joined the Dahl team after working for seven years as a Supervisor in a high-volume legal claim processing organization. Carrie has eight years of experience in legal case management and quality control, which enables her to oversee a variety of settlements for Dahl and to lead our quality assurance team. Carrie earned a Bachelor of Science degree in History from Iowa State University and she received her Paralegal Certificate in 2004.

YER LEE
Project Manager

Yer joined the Dahl team after working for five years in the non-profit sector. During that time she managed over 400 volunteers providing free tax preparation services and 130 volunteers who taught English as a Second Language to adult immigrant and refugee learners, including preparation classes for the U.S. Citizenship test. Yer earned a Bachelor of Arts degree in Communications from Metropolitan State University.

NICOLE ALY
Project Manager

Nicole joined the Dahl team with over ten years' experience in the financial services industry, focusing on the area of compliance. Prior to joining Dahl, Nicole was an Anti-Money Laundering (AML) Compliance Trainer and a Bank Secrecy Act (BSA) High Risk Analyst. Nicole earned a Master's of Science Degree in Applied Economics and a Bachelor's of Arts Degree in Global Studies/Economics from the University of Minnesota.

ANN LINTON
Project Manager

Ann joined Dahl after working for five years in the distribution business and was involved in chamber of commerce and a neighborhood business group. Previous to that she spent seven years working with juvenile delinquents at a day treatment program.

Ann earned a Masters in Social Work from Augsburg College and a Bachelors of Social Work from University of St. Thomas.

BRYN BRIDLEY
Project Initialization Manager

Serving as a Project Manager for more than five years, Bryn recently transitioned to the role of Project Initialization Manager. Bryn was a project manager for Rust Consulting prior to joining Dahl and has over nine years of experience in the claims administration industry. Bryn is responsible for the setup of each new Dahl project. After a thorough review of each project's case documents, she establishes a project timeline and works directly with Plaintiff and Defense Counsel to finalize notice documents, drafts telephone and website contents, cleanses data files for mailing, and transitions the project to the Dahl claims management team after notice is mailed. Bryn graduated with honors from the University of Minnesota-Duluth with a Bachelor of Arts degree.

GENNADIY KATSNELSON
Web Interface/Custom Development

Gennadiy is a Software Developer and focuses primarily on web interface and custom software development. He has more than 20 years of top-level website development, design and architecture experience. His prior experience includes project management, website architecture, website design and hands-on development in which he successfully delivered large-scale systems to the market in a number of industries, including legal. Gennadiy has knowledge and practical expertise in a wide range of software platforms and technologies. Gennadiy obtained a Masters Degree in Mathematics and Computer Science from Belarusian State University, Minsk, Belarus.

MIKE JOYCE
Business/Systems Analyst

Mike is the lead data specialist for Dahl while also serving as a business analyst and liaison between Dahl's IT and Operations Teams. He works closely with the Dahl Operations Team to identify areas of improvement and business requirements in a constant effort to increase the efficiency and accuracy of Dahl operations. Mike received his BA in Economics from the University of Minnesota–Twin Cities.

JOSEPH CALLOWAY
Database Developer

Joe is responsible for the design and development of the Dahl claims processing database software. He has over 30 years of experience in designing and programming custom software for a wide variety of businesses, including over 18 years designing class action software solutions. Joe has designed and developed software for more than 200 class action settlements, including systems for mail processing, inbound and outbound telephone support, claims processing, distribution management, and reporting. Joe graduated Summa Cum Laude from the University of Miami and attended graduate school at the University of Wisconsin Madison.

OUR REFERENCES

DEFENSE COUNSEL

JOHN F. WARD, JR.
Partner, Jenner & Block LLP

MICHAEL T. BRODY
Partner, Jenner & Block LLP

Defense counsel for the Hertz/ATS/PlatePass settlement (Ward) and the Hertz Equipment Rental Corporation LDW settlement (Brody).

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SELECTED CASES

Dahl ADMINISTRATION

OUR CASES

STATION NIGHTCLUB FIRE SETTLEMENT - $176 MILLION

Dahl staff provided onsite claim evaluation services at 11 law firms in Providence, Rhode Island to determine claim validity and final claim values for over 300 death and personal injury claims. The review included analysis of authority documents and medical records by a staff of Registered Nurses and senior level project managers. Jeff Dahl is the court-appointed Neutral Expert responsible for final determinations of all claims for this settlement.

Lead Counsel: Mark S. Mandell, Law firm of Mandell, Schwartz & Boisclair, Providence, RI

VEOLIA CLASS SETTLEMENT –1.2 MILLION COMPLEX DATA RECORDS PROCESSED

Dahl was selected to provide Class Notice and Distribution for the Janoka v. Veolia Environmental Services class action. Dahl analyzed and processed over 1.2 million complex data records, mailed notice to over 900,000 potential class members, and processed incoming correspondence and opt outs.

Plaintiff Counsel: James M. Terrell, McCallum, Methvin & Terrell, P.C., Birmingham, AL

Defense Counsel: Rik S. Tozzi and Brian O. Balogh, Burr Forman LLP

METLIFE CLASS SETTLEMENT – NEARLY 1 MILLION CLASS MEMBER CHECKS DISTRIBUTED

Dahl was selected to provide Class Notice and Distribution for the Bower v. MetLife class action. Dahl mailed notice to over 900,000 potential class members, and processed incoming correspondence and opt outs.

Plaintiff Counsel: Steven R. Jaffe, Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman, P.L., Fort Lauderdale, FL; Stephen A. Dunn, Emanuel & Dunn PLLC, Raleigh, NC; and Michael Coren, Cohen, Placitella & Roth, P.C, Philadelphia, PA

Defense Counsel: Ross Bricker and John F. Ward, Jr., Jenner & Block LLP and Robert D. Friedman and Scott H. Moskol, Burns & Levinson LLP

Dahl ADMINISTRATION

OUR CASES

HERTZ PLATEPASS SETTLEMENT – 1.6 MILLION NOTICES MAILED

Dahl was selected to provide Class Notice, Claims Processing, and Distribution for the Soherty and Simonson v. Hertz, ATS, and PlatePass class action. Dahl mailed notice to over 1.6 million potential class members, administered an online claim filing procedure, and processed incoming correspondence and opt outs.

Plaintiff Counsel: Jeffrey Goldenberg, Goldenberg Schneider LPA, Cincinnati, OH and Brian Dershaw, Beckman Weil Shepardson LLC, Cincinnati, OH

Defense Counsel: James Comodeca, Dinsmore & Shohl LLP and James Griffith, Jr., Akin Gump Strauss Hauer & Feld LLP

AMERICAN UNITED LIFE INSURANCE COMPANY SETTLEMENT – 565,000 CLASS MEMBERS

Dahl was the Settlement Administrator for the American United Life Insurance class action settlement and was responsible for the distribution of mailed notice to more than 565,000 class members, implementation of a published notice campaign, operation of an information call center, processing election forms and correspondence submitted by class members, mailing post-settlement claim forms, and providing claim review services.

In-House Counsel: Stephen Due, Assistant General Counsel, American United Life Insurance Company, Indianapolis, IN

Defense Counsel: Hamish Cohen, Barnes & Thornburg, Indianapolis, IN

Plaintiff Counsel: Jennifer Young, Milberg LLP, New York, NY

RODENBAUGH V. CVS PHARMACY SETTLEMENT – 400,000 CLASS MEMBERS

Dahl is the Settlement Administrator for the Rodenbaugh v. CVS Pharmacy class action settlement and was responsible for the distribution of mailed notice to more than 400,000 class members, implementation of a published notice campaign, operation of an information phone line, processing of claim forms and correspondence submitted by class members, and providing claim review services.

Defense Counsel: Roman Wuller, Thompson Coburn LLP, St. Louis, MO and Edward Hardin Jr., Burr & Forman LLP, Birmingham, AL

Plaintiff Counsel: John Edgar, Edgar Law Firm LLC, Kansas City, MO and Carles McCallum III and R. Brent Irby, McCallum, Hoaglund Cook & Irby LLP, Vestavia Hills, AL

Dahl ADMINISTRATION

OUR CASES

MARTIN V. TWIN CITY FIRE/HARTFORD INSURANCE SETTLEMENT — $7.5 MILLION

Dahl was selected to be the Settlement Administrator for the Martin v. Twin City Fire Insurance Company class action settlement and was responsible for the settlement's CAFA notification, the distribution of mailed notice to more than 24,000 class members, implementation of a published notice campaign, operation of an information call center, processing claim forms and correspondence submitted by class members, providing claim review services, and distributing settlement payments.

Defense Counsel: Marci Eisenstein and William Meyer, Jr., Schiff Hardin LLP, Chicago, IL

Plaintiff Counsel: Debra Brewer Hayes, Reich & Binstock, Houston, TX

WOODS V. QC FINANCIAL SERVICES INC DBA QUIK CASH — 330,000 CLASS MEMBERS

Dahl is the Settlement Administrator for the QuikCash class action settlement and provided mailed notice to more than 325,000 class members, operation of an information call center, processing web and phone claims, responding to correspondence submitted by class members, providing claim review services, and distributing payments.

Plaintiff Counsel: John Campbell, The Simon Law Firm, St. Louis, MO

Defense Counsel: Rebecca Schwartz, Shook Hardy & Bacon LLP, Kansas City, MO

OUR CASE EXPERIENCE

Dahl ADMINISTRATION

CASE CITES

CURRENT CASES – DAHL

CONSUMER

Applewhite v. Capital One Bank, No. 4:06-CV -69 (N.D. Miss.)

Avalishvili v. Reussille Law Firm, LLC, No. 3:12-CV-02772-TJB (D. N.J.)

Banner v. Law Offices of David J. Stern, No. 9:11-CV-80914 (S.D. Fla.)

In re Bisphenol-A (BPA) Polycarbonate Plastic Prods. Liab. Litig., No. 4:08-MD-1967 (W.D. Mo.)

Boewer v. Chris Auffenberd Kirkwood Mitsubishi, No. 09SL-CC05382 (Mo. Cir. Ct. St. Louis County)

Bradley v. Sears, Roebuck & Co., No. 06-L-0095 (Ill. Cir. Ct. St. Clair County)

Brandon v. Van Chevrolet-Cadillac, Inc., No. 1031-CV14654 (Mo. Cir Ct. Greene County)

Brannon v. Capital One, No. 3:07-CV -1016 (M.D. Fla.)

Brewer v. Missouri Title Loans, Inc., No. 0722-CC-00015 (Mo. Cir. Ct. St. Louis County)

Briggs v. Fletcher Auto. No. 7, LLC, No. 10AO-CC003331 (Mo. Cir. Ct. Jasper County)

Brown v. Suntrup Ford, Inc., No. 08SL-CC05103 (Mo. Cir. Ct. St. Louis County)

Brown v. Zeiser Motors, No. 0811-CV04298 (Mo. Cir. Ct. St. Charles County)

Brunner v. Head Motor Co., No. 0811-CV04298 (Mo. Cir. Ct. Boone County)

Bryant v. Motors Liquidation Co., No. 09-50026 (Bankr. S.D.N.Y.)

Budeprion XL Mktg. & Sales Practices Litig., No. 2:09-CV-2811 (E.D. Pa.)

Busby v. RealtySouth, No. 2:04-CV -2799 (N.D. Ala.)

Bush v. Cyber Asset Recovery, LLC, No. MID-L-005132-10 (N.J. Middlesex County Ct.)

Carlile v. Murfin Drilling Co., Inc., No. 13-CV-61 (Kan. Dist. Ct. Seward County)

Charron v. Pinnacle Group, N.Y., No. 1:07-CV -6316 (S.D.N.Y.)

Chulsky v. Hudson Law Offices, P.C., No. 3:10-CV-3058-FLW (D.N.J.)

Conderman v. Jim Trenary Chevrolet, Inc., No. 0811-CV-11388 (Mo. Cir. Ct. St. Charles County)

Cullan and Cullan, LLC, v. M-Qube, Inc., No. 8:13-CV-00172 (D. Ne.)

Custom LED, LLC v. eBay Inc., No. 3:12-CV-00350 (N.D. Cal.)

Davis Landscape, LTD. v. Hertz Equip. Rental Corp., No. 06-3830 (D.N.J.)

Diparvine v. A.P.S, Inc. d/b/a Car Quest Auto Parts, No. 11-CV-6116 (N.D. Ill.)

Dahl ADMINISTRATION

CASE CITES

CONSUMER - CONTINUED

DKW Constr., Co., Inc. & Brian Wood v. Southtown Dodge, Inc., No. 08SL-CC05106 (Mo. Cir. Ct. St. Louis County)

Dobson v. Dave Cross Motors, Inc., No. 1016-CV-26853 (Mo. Cir. Ct. Jackson County)

Doherty v. The Hertz Corp., No. 1:10-CV-00359 (D. N.J.)

Dugan v. Lloyds TSB Bank, PLC, No. 3:12-CV-02549 (N.D. Cal.)

Farno v. Ansure Mortuaries of Indiana, LLC, No. 41C01-0910-PL-7 (Ind. Cir. Ct. Johnson County)

Friess v. Layne Energy, Inc., No. 11-CV-57 (Kan. Dist. Ct. Wilson County)

Gaffney v. Autohaus West, Inc., No. 09SL-CC00430 (Mo. Cir. Ct. St. Louis County)

Gascho v. Global Fitness Holdings, LLC, No. 2:11-CV-436 (S.D. Ohio)

Gentry v. Reliable Auto., Inc., No. 0831-CV06073 (Mo. Cir. Ct. Greene County)

Grant v. Onyx Acceptance Corp., No. 07-20315 (Fla. Cir. Ct. Broward County)

Green v. American Cleaners and Laundry Co., Inc., No. 12SL-CC03095 (Mo. Cir. Ct. St. Louis County)

Green v. Major Infiniti, Inc., No. 1116-CV09583 (Mo. Cir. Ct. Jackson County)

Gregg v. Check Into Cash of Missouri, Inc., No. 11-CV-368 (W.D. Mo.)

Gumm v. Joe Machens Ford, Inc., No. 08BA-CV03153 (Mo. Cir. Ct. Boone County)

Hamilton v. Cash Am. of Missouri, Inc., No. 1216-CV-10576 (Mo. Cir. Ct. Jackson County)

Heien v. Archstone Communities, LLC, No. 1:12-CV-11079-RGS (D. Mass.)

Hermida v. ASN Reading LLC, No. 10-CV-12083-WGY (D. Mass.)

Herrera v. Check 'n Go of California, Inc., No. CGC-07-4627790 (Cal. Super. Ct. San Francisco County)

Hewitt v. Law Offices of David J. Stern, No. 50-2009-CA-036046 (Fla. Cir. Ct. Palm Beach County)

Hollins v. Capital Solutions Invs., Inc., No. 11SL-CC04216 (Mo. Cir. Ct. St. Louis County)

Hooper v. Suntrup Buick-Pontiac-GMC Truck, Inc., No. 0811-CV10921 (Mo. Cir. Ct. St. Charles County)

Hopler v. Sapaugh Motors, Inc., No. 09JE-CC00146 (Mo. Cir. Ct. Jefferson County)

Horn v. Commercial Lending Capital, Inc., No. RIC10019819 (Cal. Super. Ct. Riverside County)

In the Matter of Xacti LLC, No. 13C20192 (Or. Cir. Ct. Marion County)

Janoka v. Veolia Envtl. Servs. N. Am. Corp., No. 69-CV-2011-900056 (Ala. Cir. Ct. Barbour County)

Johnson v. Washington Univ., No. 2:10-CV-4170 (W.D. Mo.)

Dahl ADMINISTRATION

CASE CITES

CONSUMER - CONTINUED

Jones v. Wells Fargo, N.A., No. BC337821 (Cal. Super. Ct. L.A. County)

Jones v. West County BMW, Inc., No. 08SL-CC05222-01 (Mo. Cir. Ct. St. Louis County)

Keirsey v. eBay, Inc., No. 12-Cv-01200-JST (N.D. Cal.)

Kreilich v. JL Autos, Inc., No. 09SL-CC0172 (Mo. Cir. Ct. St. Louis County)

Ledterman v. James Perse Enter., Inc., No. BC480530 (Cal. Super. Ct L.A. County)

LeFever v. Am. Ear Hearing Aid & Audiology, No. 11-CV-0832 (Ohio Comm. Pl. Licking County)

Lewellen v. Reliable Imports and RV, Inc., No. 1031-CV11926 (Mo. Cir. Ct. Greene County)

Lippert v. Edison Motor Cars, Inc., No. MID-L-6599-10 (N.J. Super. Ct. Middlesex County)

Livingston v. Capital One, No. 3:07-CV-266 (M.D. Fla.)

Love v. LendingTree Claims Admin., No. 2009CV009598 (Wis. Cir. Ct. Milwaukee County)

Lundy v. Check Into Cash of Missouri, Inc., No. 1216-CV10150 (Mo. Cir. Ct. Jackson County)

Lundy v. Mid-America Credit, Inc., No. 1116-CV02060 (Mo. Cir Ct. Jackson County)

Mayfield v. Thoroughbred Ford of Platte City, Inc., No. 08AE-CV00467 (Mo. Cir Ct. Platte County)

Metcalf v. Marshall Ford Sales, Inc., No. 0811-CV11381 (Mo. Cir. Ct. St. Charles County)

Mikale v. John Bommarito Oldsmobile-Cadillac, Inc., No. 08SL-CC05223 & 09SL-CC00167 (Mo. Cir. Ct. St. Louis County)

Miller v. Capital One Bank, No. 3:07-CV-265 (M.D. Fla.)

Miller v. Nat'l Enter. Sys., Inc., No. 13 C 1720 (N.D. Ill.)

Motor Fuel Temperature Sales Practices, No. 07-MD-1840-KHV (D. Kan.)

Mortgage Store, Inc. v. LendingTree Loans, No. 06CC00250 (Cal. Super. Ct. Orange County)

Moy v. Eltman, Eltman & Cooper, P.C., No. 12-CV-02382 (E.D.N.Y.)

Naes v. Tom Pappas Toyota, Inc., No. 0711-CV09005 (Mo. Cir. Ct. St. Charles County)

Neese v. Lithia Chrysler Jeep of Anchorage, Inc., No. 3AN-06-4815 (Alaska Super. Ct. Anchorage)

North Star Capital Acquisitions v. King, No. 3:07-CV-264 (M.D. Fla.)

Omar v. 950 B14 DE, LLC, No. CGC-13-530203 (Cal. Super. Ct. San Francisco County)

Omohundro v. Glendale Chrysler-Jeep, Inc., No. 2107CC-03927 (Mo. Cir. Ct. St. Louis County)

Padberg v. Dish Network, LLC, No. 11-4035 (W.D. Mo.)

Dahl ADMINISTRATION

CASE CITES

CONSUMER - CONTINUED

Painter v. Ackerman Motor Company, Inc., No. 1022-CC10135 (Mo. Cir. Ct. City of St. Louis)

Perkins v. Philips Oral Healthcare, Inc., No. 12-CV-1414H BGS (S.D. Cal.)

Petersen v. Central Jersey Pool, No. MON-L-4044-11 (N.J. Super. Ct. Monmouth County)

In re Philips/Magnavox Television Litig., No. 2:09-CV-3072 (D. N.J.)

Powers v. Fifth Third Mortg. Co., No. 1:09-CV-2059 (N.D. Ohio)

Redd v. Suntrup Hyundai, Inc., No. 09SL-CC00173 (Mo. Cir. Ct. St. Louis County

Reid v. Unilever United States, Inc., No. 12-CV-6058 (N.D. Ill.)

Rhodenbaugh v. CVS Pharmacy, Inc., No. 0916-CV09631 (Mo. Cir. Ct. Jackson County)

Richards v. Lou Fusz Auto. Network, Inc., No. 08SL-CC04594 (Mo. Cir. Ct. St. Louis County)

Richardson v. Weber Chevrolet Co., No. 09SL-CC00170 (Mo. Cir Ct. St. Louis County)

Riley v. Northland Group, Inc., No. 2:12-CV-00950 (E.D. Wis.)

Rizzo v. Hendrick Auto. Group., No. 4:08-CV-137 (W.D. Mo.)

Roberts v. Source for Public Data, No. 2:08-CV -4167 (W.D. Mo.)

S37 Management, Inc. v. Advance Refrigeration Co., No. 06-CH-20999 (Ill. Cir. Ct. Cook County

Sams v. Adams Auto Corp., No. 0916-CV1521 (Mo. Cir. Ct. Jackson County)

Schuster v. Machens Enters., Inc., No. 11BA-CV01269 (Mo. Cir. Ct. Boone County)

Shaffer v. Royal Gate Dodge, No. 07SL-CC00949 (Mo. Cir Ct. St. Louis County)

Shirley v. Reliable Chevrolet, Inc., No. 0831-CV06082 (Mo. Cir Ct. Greene County)

Sims v. Rosedale Cemetery Co., No. 03-C-506 (W. Va. Cir. Ct. Berkeley County)

Soper v. American Traffic Solutions, Inc., No. CACE 10-046095 (17th Cir. Ct. Broward County)

Stasko v. City of Chicago, No. 09-CH17167 (Ill. Cir. Ct. Cook County)

State of Texas v. Bluehippo, No. D-1-GV-10-000102 (Tex. Dist. Ct. Travis County)

State of Texas v. Cristo Vive, No. D-1-GV-12-001092 (Tex. Dist. Ct. Travis County)

Steiner v. Rawlings Sporting Goods Co., Inc., No. 2:12-CV-02531 (D. N.J.)

Stevens v. Bommarito Nissan, Inc. No. 09SL-CC00167 (Mo. Cir. Ct. St. Louis County)

Strickland v. Fletcher Auto., No. 9, No. 09AP-CC00091 (Mo. Cir. Ct. Jasper County)

CONSUMER - CONTINUED

In re Surewest Comm'ns Shareholder Litig., No. SCV-0030665 (Cal. Super Ct. Placer County)

Swires v. Glaxosmithkline, No. 11-L-587 (Ill. Cir. Ct. St. Clair County)

Thomas v. Tenet Healthsystems SL, Inc., No. 12SL-CC01811 (Mo. Cir. Ct. St. Louis County)

Tortora v. Guardian Protection Servs., Inc., No. MID-L-1041-10 (N.J. Super. Ct. Middlesex County)

Valley v. Johnny Londoff Chevrolet, Inc., No. 10SL-CC00523 (Mo. Cir. Ct. St. Louis County)

Van Loo v. Capitol City Chrysler-Nissan, Inc., No. 11AC-CC00324 (Mo. Cir. Ct. Cole County)

In re Voluntary Dissolution of Nexus Fiduciary Trust Corp., No. 29D03-1003-CC-323 (Ind. Super. Ct. Hamilton County)

Wade v. Thoroughbred Ford, Inc., No. 10AE-CV04323 (Mo. Cir. Ct. Platte County)

Walczak v. ONYX Acceptance Corp., No. 03 CH 0693 (Ill. Cir. Ct. Lake County)

Wallace B. Roderick Revocable Living Trust, Trustee Amanda Roderick v. Noble Energy, Inc., No. 2009CV2 (Kan. Dist. Ct. Kearny County)

Wallace B. Roderick Revocable Living Trust, Trustee Amanda Roderick v. Osborn Heirs Co., Ltd., No. 2009CV15 (Kan. Dist. Ct. Kearny County)

Westman v. Rogers Family Funeral Home, Inc., No C 98-03165 (Cal. Super. Ct. Contra Costa County)

Wenger v. South Brunswick Furniture, Inc., No. MID-L-000479-12 (N.J. Middlesex County Ct.)

Wiles v. S.W. Bell Tel. Co., No. 2:09-CV-4236 (W.D. Mo.)

Wogoman v. Worth Harley Davidson N., Inc., No. 09CY-CV9090 (Mo. Cir. Ct. Clay County)

Wood v. Plaza Tire Servs., No. 11SL-CC01507 (Mo. Cir. Ct. St. Louis County)

Woods v. QC Fin.l Servs., Inc., No. 11-148-01395-09 (Am. Arb. Ass'n)

Woodward v. Ozark Kenworth, Inc., No. 1031-CV02203 (Mo. Cir Ct. Greene County)

Yaakoby v. EagleRider, No. 1:09-CV-5772 (N.D. Ill.)

Yarde v. Ed Napleton St. Louis Imports, Inc., No. 09SL-CC00171 (Mo. Cir. Ct. St. Louis County)

Zaromb v. SSM Health Care Corp., No. 12SL-CC00654 (Mo. Cir. Ct. St. Louis County)

Dahl ADMINISTRATION

CASE CITES

INSURANCE

Abrahams-Goullub v. United Servs. Auto. Assoc., No. 3AN-09-6693CI (Alaska Super. Ct. Anchorage)

Appel v. Liberty Am. Ins. Co., No. 1:08-cv-20385 (S.D. Fla.)

Besecker v. Peerless Indem. Ins. Co., No. 2:09-CV-05513-TJS (E.D. Pa.)

Bower v. MetLife, No. 1:09-cv-351 (S.D. Ohio)

Casey v. Coventry Health Care of Kansas, Inc., No. 4:08-cv-201 (W.D. Mo.)

Childs v. Unified Life Ins. Co., No. 4:10-cv-23 (N.D. Okla.)

Douglass v. Am. United Life Ins. Co., No. 29D03-9810-CP-00568 (Ind. Super. Ct. Hamilton County)

Holling-Fry v. Coventry Health Care of Kansas, Inc., No. 4:07-cv-0092 (W.D. Mo.)

Lujan v. Hallmark Ins. Co., No. D-101-CV-2012-01429 (N.M. Santa Fe County)

Martin v. Twin City Fire Ins. Co., No. 3:08-CV-5651 (W.D. Wash.)

Newendorp v. United Servs. Auto. Assoc., No. CJ-04-195S (Ok. Dist. Ct. Cleveland County)

Poutsch v. USAA Cas. Ins. Co., No. CV-2011-01210 (N.M. Dist. Ct. Bernalillo County)

Scott v. United Servs. Auto. Assoc., No. 2:11-CV-01422-JCC (U.S. Dist. Ct. W.D. Wash.)

San Allen v. Stephan Buehrer, Admin. of Ohio BWC, No. CV-07-644950 (Ohio C.P. Cuyahoga County)

Walker v. Life Ins. Co. of the Sw., No. 10-CV-9198-JVS (C.D. Cal.)

Waterman v. USAA Cas. Ins. Co., No. 10-5016-TJS (E.D. Pa.)

Welschmeyer v. St. Luke's Health Sys., Inc., No. 1316-CV19250 (Mo. Cir. Ct. Jackson County)

EMPLOYMENT

Agatep v. Forest Lawn Mortuary, No. BC433744 (Cal. Super. Ct. L.A. County)

Alexander v. Chevron Stations, No. C11-00896 (Cal. Super. Ct. Contra Costa County)

Anzaldo v. The Original Mowbray's Tree Serv., Inc., No. S-1500-CV-274897 WDP (Cal. Super. Ct. Kern County)

Ayon v. Cintas Corp., Inc., No. BC310696 (Cal. Super. Ct. L.A. County)

Barbosa v. Cargill Meat, No. CV F 11-00275 SKO (E.D. Cal.)

Bayard v. Veruzon W. Va., Inc., No. 1:11-CV-00132 (N.D. W. Va.)

Dahl ADMINISTRATION

CASE CITES

EMPLOYMENT - CONTINUED

Bedoya v. Rubio's Rests., No. BC463799 (Cal. Super. Ct. L.A. County)

Berg v. Zumiez Inc., No. BC408410 (Cal. Super. Ct. L.A. County)

Binissia v. ABM Indusies., Inc., No. 13-CV-1230 (N.D. Ill.)

Bonilla v. Agri-Empire, No. RIC1209556 (Cal. Super. Ct. Riverside County)

Borja v. TNT Plastic Molding, No. 30-2012-00423018-CU-OE-CXC (Cal. Super. Ct. Orange County)

Bradley v. Networkers, Inc., No. GIC 862417 (Cal. Super. Ct. San Diego County)

Brooks v. U.S. Bank, N.A., No. C12-4935 EMC (N.D. Cal.)

Bult-Ito v. Univ. of Alaska, No. 3AN 09-7875CI (Alaska Super. Ct. Anchorage)

Burden v. SelectQuote, No. C10-05966 SBA (N.D. Cal.)

Bustos v. Massage Envy Spa - Mission Valley, No. 37-2012-00104022-CU-OE-CTL (Cal. Super. Ct. San Diego County)

Calhoun v. Gen. Petroleum Corp., No. BC425216 (Cal. Super. Ct. L.A. County)

Caracoza v. Ephonamation.com, Inc., No. 30-2013-006892690-CU-CR-CXC (Cal. Super. Ct. Orange County)

Cardenas v. Crothall Healthcare, No. 11-4145 (C.D. Cal.)

Carothers v. Lawry's The Prime Rib, Inc., No. 12-CV-10048 (N.D. of Ill.)

Castro v. Seaton, LLC, No. BC516824 (Cal. Super. Ct. L.A. County)

Chambers v. Chase Bank USA, No. 1:11-CV-6014 (N.D. Ill.)

Cherry v. Mayor and City Council of Baltimore, No. 1:10-CV-01447 (D. Md.)

Cioe v. Verizon Wireless, No. 1:11-CV-1002 (N.D. Ill.)

Cisneros v. Oasis South Ins. Servs., No. 37-2012-00103109-CU-OE-CTL (Cal. Super Ct. San Diego County)

Copi v. Brainfuse, No. 11-CV-05195 (S.D.N.Y.)

Crosby v. California Healthcare Medical Billing, Inc., No. 37-2011-00087583-CU-OE-CTL (Cal. Super Ct. San Diego County)

D'Ambrosia v. Claro Italian Mkts., No. BC497301 (Cal. Super. Ct. L.A. County)

Deliz v. Miller's Ale House, Inc., No. 13-CA-005176 (Fla. 13th Cir. Ct. Hillsborough County)

Diaz v. Alco Iron & Metal Co., No. HG10517616 (Cal. Super. Ct. Alameda County)

Dahl ADMINISTRATION

CASE CITES

EMPLOYMENT - CONTINUED

Dunlap v. Universal Sec. Corp., No. 10 CH 18197 (Ill. Cir. Ct. Cook County)

Echeverria v. Adir Int'l, No. BC395380 (Cal. Super. Ct. L.A. County)

Epton v. AIS Servs., LLC, No. 3:11-CV-00856-JM-POR (S.D. Cal.)

Erickson v. QSP & TI Media Solutions, L.A.S.C., No. BC469830 (Cal. Super. Ct. L.A. County)

Escoto-Miranda v. Evans Tire & Serc. Cents., Inc., No. 37-2012-00103102-CU-OE-CTL (Cal. Super. Ct. San Diego County)

Fabela v. Micro World Corp., No. BC509643 (Cal. Super. Ct. L.A. County)

Flournoy v. 3S Network, Inc., No. C09-00113 (Cal. Super. Ct. Contra Costa County)

Gonzales v. Downtown LA Motors LP, No. BC350769 (Cal. Super. Ct. L.A. County)

Grant v. Convergys Corp., No. 4:12-cv-000496-CEJ (E.D. Mo.)

Haro v. Cotti Foods Corp., No. BC407056 (Cal. Super. Ct. L.A. County)

Hobbs v. Ace Industrial Supplies, Inc., No. BC466122 (Cal. Super. Ct. L.A. County)

Holsted v. R.J. Noble Co., No. 30-2010-00379770 (Cal. Super. Ct. Orange County)

Johnson v. Midwest Logistics Systems, Ltd., No. 2:11-CV-1061 (S.D. Ohio)

Jones v. TNT Self-Storage Mgmt., Inc., No. 30-2011-00513903 CU-OE-CXC (Cal. Super. Ct. Orange County)

Kavousy v. The Western and Southern Life Ins. Co., No. SACV-12-2109 AG (C.D. Cal.)

Kay v. Asian Rehabilitation Servs. Inc., No. BC442795 (Cal. Sup. Ct. L.A. County)

Kinney v. Harvest Al Mgmt. Sub, LLC, No. 2:12-CV-02716-TLN-CKD (E.D. Cal.)

Kulvicki v. Pick-N-Pull Auto Dismantlers, No. RG11560441 (Cal. Super. Ct. Alameda County)

Las v. ABM Indus. Inc., No. 1:11-CV-05644 (N.D. Ill.)

Las v. District Towing, Inc., No. 12-CV-5538 (N.D. Ill.)

Lopez v. Pioneer Med. Group, Inc., No. BC496710 (Cal. Super. Ct. L.A. County)

Macias v. Sun Grown Organic Distrib., Inc., No. 37-2012-00095817-CU-OE-CTL (Cal. Super. Ct. San Diego County)

Magee v. Am. Residential Servs., LLC, No. BC423798 (Cal. Super. Ct. L.A. County)

Martinez v. John Morrell & Co., No. 1-11-CV-198307 (Cal. Super. Ct. Santa Clara County)

Dahl ADMINISTRATION

CASE CITES

EMPLOYMENT - CONTINUED

Myart v. AutoZone, Inc., No. 05CC03219 (Cal. Super. Ct. Orange County)

O'Brien v. Cathy Jean, Inc., No. 37-2011-00085539-CU-OE-CTL (Cal. Super. Ct. San Diego County)

Ortiz v. CVS Caremark Corp., No. 12-CV-05859-EDL (N.D. Cal.)

Park v. Staples the Office Superstore LLC, No. BC449815 (Cal. Super. Ct. L.A. County)

Pina v. Con-way Freight, No. C10-00100 (N.D. Cal.)

Recendez v. Tidwell, No. 56-2011-00404761-CU-OE-VTA (Cal. Super. Ct. Venture County)

Robinson v. Defender Sec. Co., No. RG10505016 (Cal. Super. Ct. Alameda County)

Rocha v. Royal Oaks, No. 5:12-CV-01303 (N.D. Cal.)

Rodriguez v. Fred Loya Ins., No. BC491770 (Cal. Super. Ct. L.A. County)

Roque v. Pick-N-Pull Auto Dismantlers, No. 34-2012-00118782 (Cal. Super. Ct. Sacramento County)

Rosero v. East L.A. Doctors Hosp., LP, No. BC505483 (Cal. Super. Ct. L.A. County)

Rothberg v. Crunch LLC, No. CGC 12-519740 (Cal. Super. Ct. San Francisco County)

Sano v. Southland Mgmt. Group, Inc., No. BC489112 (Cal Super. Ct. L.A. County)

Salazar v. Adir Int'l, No. BC398402 (Cal. Super. Ct. L.A. County)

Salgado v. Shik Do Rak, Inc., No. BC432841 (Cal. Super. Ct. L.A. County)

Sanchez v. St. Mary Med. Ctr., No. CIVDS 1304898 (Cal. Super. Ct. San Bernardino County)

Scaglione v. M.O. Dion & Sons, Inc., No. BC425216 (Cal. Super. Ct. San Bernardino County)

Scott v. RailCrew Xpress, LLC, No. 10C-000546 (Kan. Dist. Ct. Shawnee County)

Shackleford v. Cargill, No. 12-CV-4065-FJG (W.D. Mo.)

Sparks v. FPI Mgmt., Inc., No. BC465773 (Cal. Super. Ct. L.A. County)

Stevenson v. Falcon Critical Care Transp., No. CIVMSC09-00862 (Cal. Super. Ct. Contra Costa County)

Studley v. Alliance Healthcare Servs., Inc., No. 8:10-CV-00067-CJC-AN (C.D. Cal)

Tapia v. Pro's Ranch Mkts., No. S-1500-CV-274898 (Cal. Super. Ct. Kern County)

Tula v ABM Indus. Inc., No. 1:12-CV-054-LY (W.D. Tex.)

Tuter, Bauer v. King's Seafood Co., No. 37-2011-00084756-CU-OE-CTL (Cal. Super. Ct. San Diego County)

Valencia v. Mobile Mini. Inc., No. RG-13-684308 (Cal. Super. Ct. Alameda County)

Dahl ADMINISTRATION

CASE CITES

EMPLOYMENT - CONTINUED

Valencia v. SCIS Air Sec. Corp., No. BC421485 (Cal. Super. Ct. L.A. County)

Valenzuela v. United Natural Foods W., Inc., No. BC450168 (Cal. Super. Ct. L.A. County)

Veliz v. Cintas Corp., No. 5:03-CV-1180 (N.D. Cal.)

Villarreal v. Source Refrigeration & HVAC, Inv., No. 1:12-CV-00243 (W.D. Tex.)

Vincent v. Cent. Purchasing, LLC, No. BC458544 (Cal. Super. Ct. L.A. County)

Warren v. SCS-Chicago, No. 10 CH 8380 (Ill. Cir. Ct. Cook County)

Wilson v. Continental Vending, Inc., No. 30-2012-00585315-CU-OE-CXC (Cal. Super. Ct. Orange County)

Wynn v. Express, LLC, No. 1:11-CV-04588 (N.D. Ill.)

Zaniewski v. PRRC Inc., No. 3:11-CV-01535 (D. Conn.)

BELAIRE-WEST PRIVACY NOTICE MAILINGS

Alegria v. Student Transp. Of America, Inc., No. RIC1209792 (Cal. Super. Ct. Riverside County)

Angeles v Hofs Hut Rests. Inc., No. BC495624 (Cal. Super. Ct. L.A. County)

Barajas v. WHM, LLC, No. BC491045 (Cal. Super. Ct. L.A. County)

Bradley v. Networkers, Inc., No. GIC 862417 (Cal. Super. Ct. San Diego County)

Brueske v. DHSE, Inc., No. RIC1205382 (Cal. Super. Ct. Riverside County)

Davis v. St. Jude Hospital, No. 30-2012-00602596-CU-OE-CXC (Cal. Super. Ct. Orange County)

East v. Aces, No. 11CECG04226 (Cal. Super. Ct. Fresno County)

Erickson v. QSP & TI Media Solutions, L.A.S.C., No. BC469830 (Cal. Super. Ct. L.A. County)

Fitts v. Designed Metal Connections, Inc., No. TC027097 (Cal. Super. Ct. L.A. County)

Franco v. Flight Line Products, Inc., No. BC497382 (Cal. Super. Ct. L.A. County)

Gonzales v. Corsair Elec. Connectors, Inc., No. 30-2012-00594399-CU-OE-CXC (Cal. Super. Ct. Orange County)

Gutierrez v. Commerce Casino, No. BC360704 (Cal. Super. Ct. L.A. County)

Huizar v. Newport Serv. Corp., No. 30-2010-00430372-CY-OE-CXC (Cal. Super. Ct. Orange County)

Jaramillo-Tabar v. Nakase Bros. Wholesale Nursery, No. 30-2012-00587417 (Cal. Super. Ct. Orange County)

Dahl ADMINISTRATION

CASE CITES

BELAIRE-WEST PRIVACY NOTICE MAILINGS - CONTINUED

Krajec v. Mission Hospital Regional Medical Cent., No. 30-2012-00602596-CU-OE-CXC (Cal. Super. Ct. Orange County)

Linares v. PCAM, LLC, No. BC487188 (Cal. Super. Ct. L.A. County)

Murray v. Ralph's Grocery Co., No. RIC1105977 (Cal. Super. Ct. Riverside County)

Navarro v. KJ Beck's, Inc., No. BC509096 (Cal. Super. Ct. L.A. County)

Read v. Howroyd-Wright Emp't Agency, Inc., No. BC449744 (Cal. Super. Ct. L.A. County)

Robinson v. Airgas On-Site Safety Servs., Inc., No. BC523502 (Cal. Super. Ct. L.A. County)

Rodriguez v. Equinox Holdings, Inc., No. BC437283 (Cal. Super. Ct. L.A. County)

Sanchez v. CPG Foods, LLC, No. BC487187 (Cal. Super. Ct. L.A. County)

Scott-George v. PVH Corp., No. 13-CV-00441-TLN-DAD (E.D. Cal.)

Serrano v. Triumph Structures-Los Angeles, Inc., No. BC507112 (Cal. Super. Ct. L.A. County)

Shiferaw v. Sunrise Senior Living Mgmt., Inc., No. 2:13-CV-02171-JAK-PLA (C.D. Cal.)

Smith v. Space Exploration Technologies Co., Inc., No. BC486776 (Cal. Super. Ct. L.A. County)

Vagle v. Archstone Cmtys., LLC, No. 2:13-CV-9044 RGK (C.D. Cal)

Walsh v. Pacific Bell Tel. Co. No. 30-2011-00498062-CY-OE-CXC (Cal. Super. Ct. Orange County)

Wilson v. Rock-Tenn Co., Inc., No. BC488456 (Cal. Super. Ct. L.A. County)

PRIVACY

Edwards v. Impairment Res., LLC, No. 112CV220583 (Cal. Super. Ct. Santa Clara County)

Fun Servs. of Kansas City, Inc. v. Hertz Equip. Rental Corp., No. 08-CV-03944 (Kan. Dist. Ct. Johnson County)

ANTITRUST

Kansas City Urology Care, PA, v. Blue Cross Blue Shield of Kansas City, Inc., No. 0516-CV-04219 (Mo. Cir. Ct. Jackson County)

Dahl ADMINISTRATION

CASE CITES

SECURITIES

Capgrowth v. Franklin Elec. Publishers, Inc., No. BUR-C-043-09 (N.J. Super. Ct. Ch. Div. Burlington County)

Waterford Twp. General Emps. Ret. System v. Bankunited Fin. Corp., No. 1:08-CV-22572-MGC (S.D. Fl.)

PERSONAL INJURY

Gray v. Derderian, No. 1:04-CV-312 (D. R.I.)

Dahl ADMINISTRATION

CASE CITES

PREVIOUS CASES – JEFF AND KRISTIN DAHL

CONSUMER

Aks v. Southgate Trust Co., No. 92-2193-L (D. Kan.)

Alachua Gen. Hosp. v. Greene, No. 90-3359-CA (Fla. Cir. Ct. Alachua County)

Gray v. Derderian, No. 04-312L (D. R.I.)

Arscott v. Humana Hosp. Daytona Beach, No. 91-2478-CI-CI (Fla. Cir. Ct. Volusia County)

Benacquisto v. Am. Express Fin. Corp., No.00-1980 DSD (D. Minn.)

Bokusky v. Edina Realty, Inc., No. 3-92--223 (D. Minn.)

Bonilla v. Trebol Motors Corp., No. 92-1795(JP) (D. P.R.)

Bunch v. Rent-A-Center, Inc., No. 00-0364-CV-W-3 (W.D. Mo.)

Burney v. Thorn Ams., Inc., No. 97-CV.-1596 (Wis. Cir. Ct. Racine County)

Circle Plumbing v. Ferguson, No. 92-036478 (Tex. Dist. Ct. Harris County)

Cook v. LADA, No. 94-1730 (W.D. La.)

Crocker v. Sunshine Corp., No. 93-2224-H/A (W.D. Tenn.)

Dismuke v. Edina Realty, Inc., No. 92-8716 (Minn. Dist. Ct. Hennepin County)

Dyson v. Flagstar Corp., No. DKC93-1503 (D. Md.)

Fed. Trade Comm'n v. Mylan Labs., Inc., No. 1:98-CV-3114 (TFH) No. 990276 (TFH/JMF)

Garcia v. Houston Nw. Medical Ctr., Inc., No. H-94-2276, (S.D. Tex.)

George v. BancOhio Nat'l Corp., No. C2-92-314 (S.D. Ohio)

Gutterman v. Am. Airlines, Inc., No. 95 CH 982 (Ill. Cir. Ct. Cook County)

Hartings v. Am. Express Co., No. 88-0744 (W.D. Pa.)

Hinton v. ColorTyme Inc., No. 94-CV. 5198 (Wis. Cir. Ct. Milwaukee County)

In re Compact Disc Minimum Advertised Price Antitrust Litig., No. 1361 (D. Me.)

In re Toys R Us Antitrust Litig., No. 98 M. D. L. 1211 (NG) (JLC) (E.D. N.Y.)

LaMontagne v. Hurley State Bank, No. 97-30093-MAP (D. Mass.)

Nitti v. Edina Realty, Inc., No. 3-92--386 (D. Minn.)

Ridgeway v. Denny's California, No. C93-20202 JW (PV.T) (N.D. Cal.)

Dahl ADMINISTRATION

CASE CITES

CONSUMER – CONTINUED

Rowland v. Goldkist, Inc., No. CV. 94-106 (Ala. Cir. Ct. Walker County)

Sparano v. Southland Corp., No. 04 C 2098 (N.D. Ill.)

Connecticut v. Mylan Labs., Inc., No. 1:98-CV-3115 (TFH) Misc. No. 990276 (TFH/JMF) (D.D.C.)

Thomas v. Charles Schwab & Co., Inc., No. 66,7000 (La. Dist. Ct. Natchitoches Parish)

Toledo Fair Hous. Ctr. v. Nat'l Mut. Ins. Co., No. 93-1685 (Ohio C.P. Lucas County)

U.S. v. Am. Family Mut. Ins., No. 90-C-0759 (E.D. Wis.)

Weiss v. Washington, No. 99-2-11807-3 KNT (Wash. Super. Ct. King County)

Weissberg v. Delta Air Lines, Inc., No. 88 CH 4846 (Ill. Cir. Ct. Cook County)

Whitson v. Heilig-Meyers Furniture Co., No. CV. 94-PT-0309-E (N.D. Ala.)

Wolens v. Am. Airlines, Inc., No. 88CH 7554 (Ill. Cir. Ct. Cook County)

Woosley v. California, No. CA 000499 (Cal. Super. Ct. L.A. County)

Yoel v. N.J. Nat'l Bank, No. 94-4675 (MLP) (D. N.J.)

EMPLOYMENT

Allen v. Thorn Ams., Inc., Case No. 97-1159-CV.-W-SOW (W.D. Mo.)

Babbitt v. Albertson's Inc., No. C92-1883 WHO (N.D. Cal.)

Berquist v. Am. Family Mut. Ins. Co., No. 96CV (Wis. Cir. Ct. St. Croix County)

Borja v. Wal-Mart Stores, Inc., No.98-CV-119 (Colo. Dist. Ct. Las Animas County)

Brunson v. City of New York, No. 94 Civ. 4507 (LAP) (S.D.N.Y.)

Forbush v. J. C. Penney Co., No. 3:90-2719-X, No. 3:92-0109-X (N.D. Tex.)

Hofer v. Capitol Am. Life Ins. Co., No. 336 (Wyo. Dist. Ct. Goshen County)

Hoffman v. Sbarro, Inc., No. 982 F. Supp. 249 (S.D.N.Y.)

Khan v. Denny's Holdings, Inc., No. BC 177254 (Cal. Super. Ct. L.A. County)

Merk v. Jewel Foods, No. 85 C 7876 (N.D. Ill.)

OCAW v. Am. Home Prods., No. 92-1238 (JP) (D.P.R.)

Stender v. Lucky Stores, Inc., No. 88-1467 (N.D. Cal.)

Dahl ADMINISTRATION

CASE CITES

EMPLOYMENT - CONTINUED

Taylor v. O' Charley's, No. 3-94-0489 (M.D. Tenn.)

Wooten v. Dillard's Inc., No. 99-0990-CV-W-3-ECF (W.D. Mo.)

INSURANCE

Barnicle v. Am. Gen. Corp., No. EC 011 865 (Cal. Super. Ct. San Diego County)

Beavers v. Am. Gen. Fin., Inc., No. CV.-94-174 (Ala. Cir. Ct. Walker County)

Blanke v. Lincoln Nat'l Life Ins. Co., No. 512,048 Div. K (La. Dist. Ct. Jefferson Parrish)

Bussie v. Allmerica, No. 97-40204 (D. Mass.)

Danko v. Erie Ins. Exch., No. 298 1991 G.D. (Pa. C.P. Fayette County)

Elkins v. Equitable Life Ins. Co. of Iowa, No. 96-296-CIV.-T-17B (M.D. Fla.)

Garst v. Franklin Life Ins. Co., No. 97-C-0074-S (N.D. Ala.)

Green v. Metro. Ins., No. 969547 (Cal. Super. Ct. S.F. County)

Hearth v. First Nat'l Life Ins. Co. of Am., No. 95-818- T-21A (M.D. Fla.)

In re Lutheran Bhd. Variable Ins. Prods. Co., No. 99-MD-1309 (PAM/JGL)

In re Metro. Life Ins. Co., No. 96-179 MDL No. 1091 (W.D. Pa.)

In re Nat'l Life Ins. Co., No. 2-97-CV.-314 (D. Vt.)

Jordan v. State Farm Life Ins., No. 97 CH 11 (Ill. Cir. Ct. McLean County)

Kolsrud v. Equitable Life Ins. Co. of Iowa, No. 320838 (Ariz. Super. Ct. Pima County)

Kreidler v. W.-S. Life Assurance Co., No. 95-CV-157 (Ohio C.P. Erie County)

Lee v. USLIFE Corp., No. 1:97CV. -55-M (W.D. Ky.)

Levin v. Am. Gen. Life Ins. Co., No. 3-98-0266 (M.D. Tenn.)

Ludwig v. Gen. Am. Life Ins. Co., No. 4:97CV.18920 CDP (E.D. Mo.)

McNeil v. Am. Gen. Life & Accident Co., No. 3-99-1157 (M.D. Tenn.)

Reyes v. Country Life Ins. Co., No. 98 CH 16502 (Ill. Cir. Ct. Cook County)

Thompson v. Metro. Life Ins. Co., No. 00 Civ. 5071 (HB) Also applies to No.00 Civ., 9068, No.01-2090 & No. 01 Civ. 5579 (U.S. Dist. Ct. S.D. N.Y.)

Woodley v. Protective Life Ins. Co., No. CV. 95-005 (Ala. Cir. Ct. Fayette County)

PRODUCT LIABILITY

Ahearn v. Fibreboard, No. 6:93cv.526 (E.D. Tex.)

Cox v. Shell Oil Co., No. 18,844 (Tenn. Ch. Ct. Obion County)

Garza v. Sporting Goods Props. Inc., No. SA 93-CA-1082 (W.D. Tex.)

Hart v. Central Sprinkler Corp., No. BC176727 (Cal.Super. Ct. L.A. County)

In re Louisiana-Pacific Corp. Inner-Seal Oriented Strand Bd. Trade Practices Litig., No. C96-2409 VRW (Mellett), No. C96-2468 VRW (Stewart) No. C95-3178 VRW(Aguis)

In re Rio Hair Naturalizer Prods. Liab. Litig., No. 1055 (E.D. Mich.)

Ruff v. Parex, Inc., No. 96-CV.-500-59 (E.D.N.C.)

Salah v. Consolidated Indus., Inc., No. CV 738376 (Cal. Super. Ct. Santa Clara County)

PROPERTY

Anderson v. Cedar Grove Composting, Inc., No. 97-2-22820-4SEA (Wash. Super. Ct. King County)

Black v. Fag Bearings Corp., No. CV.396-264CC (Mo. Cir. Ct. Newton County)

Branin v. Asarco, Inc., No. C93-5132 (B) WD (W.D. Wash.)

Brighton v. Cedar Grove Composting, No. 97-2-21660-5 SEA (Wash. Super. Ct. King County)

Campbell v. Paducah & Louisville Ry., Inc., No. 93-CI-05543 (Ky. Cir. Ct. Jefferson County)

Comfort v. Kimberly-Clark Corp., No. DV. -90-616 (Ala. Cir. Ct. Shelby County)

Vicwood v. Skagit, No. 00-2-00665-6 (Wash. Super. Ct. Thurston County)

BANKRUPTCY

In re Celotex Corp., No. 90-10016-8B1, 90-10017-8B1 (M.D. Fla.)

In re Raytech Corp., Case No. 89-00293 (Bankr. Ct. Conn.)

In re the Babcock & Wilcox Co., No. 00-0558 Bankr Case No. 00-10992 Sect: "R" (5) (U.S. Dist. Ct. E.D. La.)

In re U.S. Brass Corp., No. 94-40823S (Bankr. Ct. E.D. Tex.)

In re W.R. Grace & Co., No. 01-01139 (Bankr. Ct. Del.)

Dahl ADMINISTRATION

CASE CITES

SECURITIES

Eilers Furs of Rapid City v. US West Commc'ns, Inc., No. 92-5121 (D.S.D.)

Finucan v. Egghead, Inc., No. C93-1268WD (W.D. Wash.)

Global Research Analyst Settlement, (M.D. N.Y.)

In re Chambers Dev. Corp. Sec. Litig., No. 982 (W.D. Pa.)

United States Sec. Exch. Comm'n v. HealthSouth Corp., No. CV-03-J-06515S (N.D. Ala.)

In re Banc of America Sec. LLC, File No. 3-12591 (Secs. Exch. Comm'n)

United States Sec. Eexch. Comm'n v. MBIA, No. 07Civ. 658 (LLS) (S.D.N.Y.)

United States Sec. Exch. Comm'n v. Fed. Nat'l Mortg. Assoc., No. 1:06-CV-00959 (RJL) (D.D.C.)

BELAIRE-WEST PRIVACY NOTICE MAILINGS

Berg v. Zumiez, Inc., No. BC408410 (Cal. Super. Ct. L.A. County)

Exhibit 2

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

Denise Howerton, on behalf of herself and all others similarly situated, Plaintiff, v. Cargill, Incorporated, Defendant	Civil Action No. 13-cv-00336-LEK-BMK
Molly Martin and Lauren Barry, on behalf of themselves and all others similarly situated, Plaintiffs, v. Cargill, Incorporated, Defendant.	Civil Action No. 14-cv-00218-LEK-BMK

AFFIDAVIT OF JOHN GRUDNOWSKI IN SUPPORT OF THE SETTLEMENT NOTICE PLAN

I, John Grudnowski, being duly sworn and deposed, say:

1. I am over 21 years of age and am not a party to this action. I have personal knowledge of the facts stated herein and, if called as a witness, could and would testify competently thereto.

2. I am Founder and CEO of FRWD Co. ("FRWD"), a digital marketing firm based in Minneapolis, Minnesota. My firm has been asked by Dahl Administration, LLC

("Dahl") to partner in the design and execution of the Notice Plan for the settlement in the above-captioned action (the "Settlement").

3. I have more than 17 years of experience in marketing and public relations. In the past 11 years, I have focused exclusively on digital media. In addition to founding FRWD in 2009, I also co-founded and serve as the "vision chair" of a Minneapolis-based media organization, i612, which provides educational content to the Minneapolis/St. Paul marketing community. In that role, I am charged with outlining the future of media delivery, including technologies and services best practices, and tying those to our conferences and educational events.

4. My work has involved designing, executing, and validating digital media advertising and communications campaigns. The technologies and tools described herein are well-accepted, leading practices in the digital advertising world and are directly transferable and applicable to the execution of an effective class action notice plan.

5. This affidavit describes advertising industry trends and practices as well as the media approach and methodology for the Notice Plan for the Settlement.

6. FRWD and Dahl constructed the Notice Plan to be consistent with, and to take advantage of, how individuals consume media and locate information today. Specifically, we are leveraging both print and digital components, as described in the Affidavit of Jeffrey D. Dahl. Leveraging how today's consumer accesses media enables us to construct a more robust, action-oriented notification plan. In addition, as we constructed the Notice Plan, we focused on demographic and psychographic information provided by Cargill specific to their Truvia Consumer Product customer. This

information on core purchasers of the Truvia Natural Sweetener product lines enables us to better reach potential class members because tactics used in the proposed Notice Plan align with methods used by Cargill to communicate to its customer base. Specifically, while some of our Notice efforts will reach a nationwide, general audience, we focused on women 25–54, married with kids with a household income of $78,000+. Additionally, we focused on shoppers at stores such as Target. The core target population our notification plan will reach is 28 million persons.

7. Between the online and print components of the Notice Plan, our tools indicate we will produce over 147 million impressions that are closely targeted to reach an audience with the characteristics of the Settlement Class.

FRWD BACKGROUND

8. Over the past four years, my company has planned, managed, executed, and reported on thousands of individual digital media executions for some of the world's largest brand advertisers and business-to-business organizations. FRWD clients have included American Express, Best Buy, General Mills, Colgate, and 3M.

9. "Digital media executions" are advertising, communications, or marketing activities directed at the online audience. Digital media executions can be a single event or a more coordinated, long-term campaign, and are done using online advertising tactics such as paid search, display, video, social media, and other forms of paid media. Each of these approaches is designed to reach a defined target audience in the online spaces where people increasingly seek and obtain information. In executing this Notice Plan,

FRWD will employ display tactics—specifically, placing banner advertisements on specific websites—to reach our intended audience.

10. In my past four years as CEO of FRWD, and in my previous seven years in digital media marketing, I have overseen all aspects of digital media executions, ranging from strategic and creative design, to planning, to identification of technology partners, to integration of technology, to media buying, to optimizations of digital media executions. I have personally managed more than $100 Million in digital media executions. I have been hired by Fortune 500 clients to train their internal teams on digital media technology and management. I have hired and trained more than 100 employees and personally integrated third-party, industry-leading technologies such as DoubleClick DFA, comScore, Quantcast, DoubleVerify, and others which enable greater control of reach/frequency management, audience targeting, and verification, all of which will be applied in this case to implement an effective class action Notice Plan. In addition to digital media executions, I have personally overseen advertising programs that included digital and print as well as and digital and television. In 2000, I personally managed newspaper advertising placements for Northwest Airlines. This experience at all stages of a media campaign, from planning through execution and training, provides a solid foundation of experience that informs my work on this Notice Plan.

11. As part of FRWD's execution of multimedia campaigns, we have planned, designed, built, placed, and reported on thousands of individual web-based creative assets such as banner ads, websites, Facebook landing pages, and other forms of content development.

12. Areas of special expertise and focus for FRWD include local (city and state level) and national advertising focused on achieving specific reach and frequency targets. We use all of the digital tactics listed above. Over the past four years, FRWD has completed more than 750 individual digital media campaigns focused on a specific locale (geo-footprint), combined with audience targeting and very specific reach and frequency goals. We have done so for brands including Cheerios, Wheaties, Yoplait, Covergirl, Olay, Charmin, and Colgate.

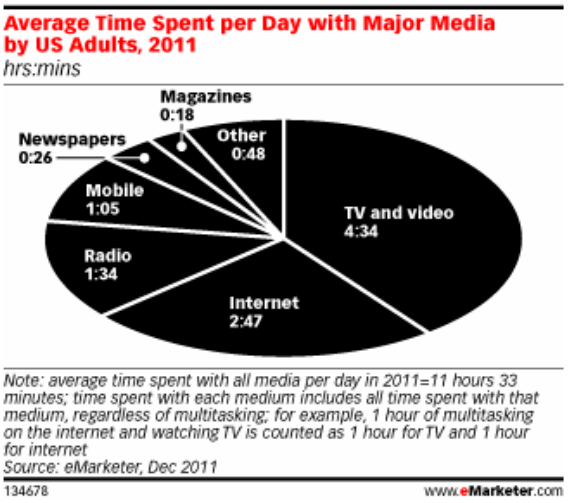
ADVERTISING TRENDS

13. In the past decade, and specifically within the past few years, consumers have significantly shifted their consumption of media from print-based consumption to online-based consumption. In response to this consumer shift in consumption, advertisers have shifted their advertising spending from print-based advertising to online-based advertising.

14. The major driver behind these shifts is technology and its impact on consumers' time with media each day. As reported by eMarketer,[1] U.S. adults in 2008 spent a combined 63 minutes every day reading magazines and newspapers.[2] In 2011, that number had declined to 44 minutes per day, a decline in usage of 30%.[3] During that same time period, daily time spent online increased 21%, to 167 minutes per day on

[1] eMarketer aggregates more than 4,000 sources of digital marketing and media research and publishes objective analysis of internet market trends. For more than a decade, leading brands and agencies have relied on eMarketer as a recognized resource for data, analysis, and insights on digital marketing, media, and commerce. eMarketer clients include Google, General Motors, and Kimberly Clark. FRWD is also a client.
[2] Source: eMarketer, Dec., 2011.
[3] *Id.*

average. When including mobile Internet usage, that number jumps to a 37% increase and a total of 232 minutes per day for the average U.S. adult.[4] Thus, people presently are spending about four to five times more time consuming information online than reading newspapers and magazines.



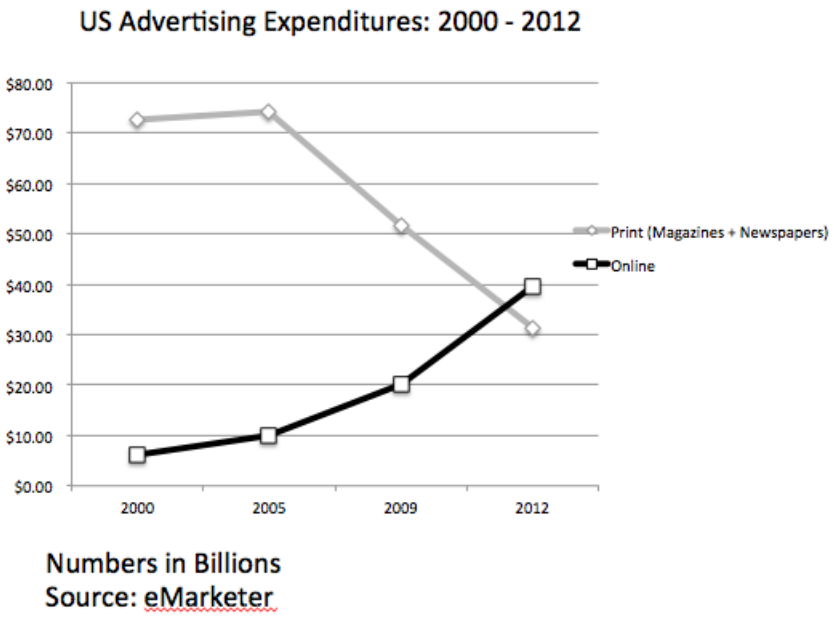
15. The data on the total percentage of the average U.S. adult's interaction with media are similar. Time online (mobile + traditional Internet) in 2010 made up 33.3% of the average person's total media consumption each day. Newspapers and magazines combined for 8.2% of the average person's consumption, down from 10.8% in 2008.[5]

16. This shift in consumer consumption of media has led to widespread adoption of online advertising and a concurrent decline in reliance on print media. Industry-wide, this impact is evident from another eMarketer study. In the year 2000,

[4] *Id.*
[5] *Id.*

advertisers spent a collective $72.68 billion on magazine and newspaper advertising.[6] In 2005, this number increased to $74.14 billion. It has since been on a significant and steady decline, totaling $51.54 billion in 2009 and projecting to $31.42 billion in 2012.[7]

17. Unsurprisingly, advertisers have shifted their expenditures to meet consumers where they are: online. In 2000, advertisers spent $6.0 billion online. In 2005, that number increased to $10.0 billion. In 2009, the amount dedicated to online advertising reached $20.3 billion.[8] In 2012, the amount dedicated to online advertising reached $36.6 billion.[9]



18. I have personally participated in this evolution from print to digital advertising and understand advantages that digital media tools offer. It is my opinion that

[6] ZenithOptimedia, Apr. 7, 2010; provided to eMarketer by StarcomMediaVest Group, June 1, 2010.
[7] *Supra* note 5.
[8] *Supra* note 6.
[9] Internet Advertising Bureau Revenue Report, http://www.iab.net/AdRevenueReport.

using digital advertising, supplemented with selected print advertising, in this Notice Plan offers an effective route to reach Settlement Class Members and inform them about the Settlement.

DEFINITION OF TARGET: AUDIENCE TARGETING AND VERIFICATION

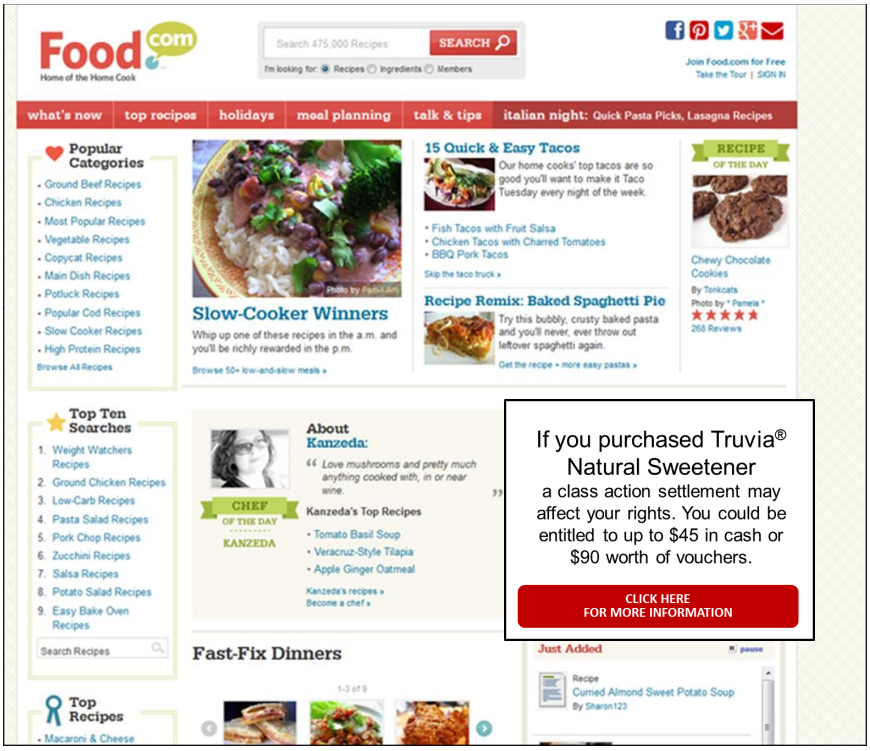
19. Online advertising affords multiple options to reach and verify that the Settlement Class Members were exposed to the Notice. In the course of targeting, FRWD worked with Dahl to balance targeting and efficiency in reaching Settlement Class Members most effectively.

20. We have the ability to target individuals according to different demographic and psychographic (lifestyle and interest) characteristics. This is done by focusing our notification advertising on specific websites (domains) which index high against our core target. As indicated in paragraph 6 above, this notification plan is focused primarily on women 25–54, married with kids within a house-hold income of $78,000+. Leveraging industry leading digital tools such as comScore, FRWD has selected hundreds of websites on which our audience visits at a rate of 50% greater than the typical Internet population. These custom lists are a best practice in consumer advertising and will further strengthen our ability to provide notice to Settlement Class Members in this plan. In this case, control of the websites that show the Notice, and where the Notice banner will appear on those websites, provides a higher likelihood of successfully exposing Settlement Class Members to the Notice.

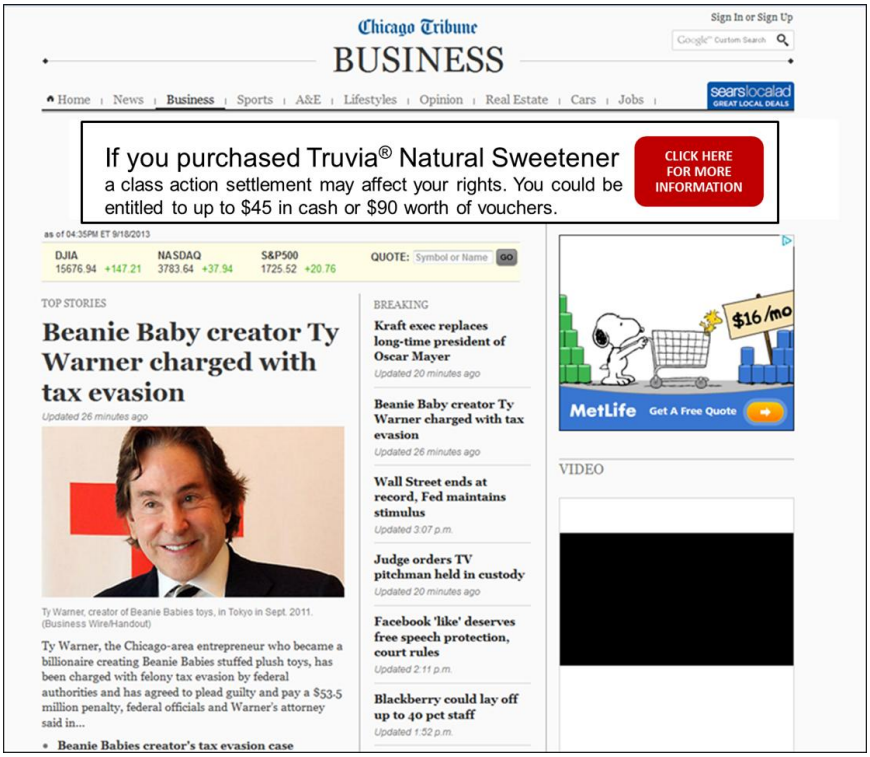
21. A full list of specific website domains on our list of potential targets is included as Exhibit 3 to the Affidavit of Jeffrey D. Dahl.

22. In addition to selecting specific websites, we are leveraging Facebook Interest Targeting[10] which provides the opportunity to reach Settlement Class Members based on information they have added to their Facebook timelines. This considers information such as the Facebook Pages they like, apps they use, and other information they have added to their timelines. For this Notice Plan, interests we are leveraging include sugar substitutes and natural sweeteners.

23. Please find examples of our contemplated placement of online Notices below:



[10] Facebook, https://www.facebook.com/help/131834970288134/.



Please find examples of the banner ads to be used to provide notice below:

If you purchased Truvia® Natural Sweetener
a class action settlement may affect your rights. You could be entitled to up to $45 in cash or $90 worth of vouchers.
CLICK HERE FOR MORE INFORMATION

If you purchased Truvia® Natural Sweetener
a class action settlement may affect your rights. You could be entitled to up to $45 in cash or $90 worth of vouchers.
CLICK HERE FOR MORE INFORMATION

24. The majority of inventory (98%) purchased will be priced on a CPM basis and price will vary based on specific inventory, meaning price will vary by website on which our advertising is placed. The effective CPM (called the "eCPM") for this notification, combined digital and print, is planned at $1.86.

25. The remaining 2% of inventory will be purchased based upon keyword search targeting on Google. This portion of the plan will be priced on a "cost-per-click" ("CPC") basis and the price will vary by keyword searched. As pricing per click is variable, we have budgeted for an average CPC of $1.00 which is a standard cost estimate for keywords used in this notification plan.

CONNECTION TO THE NOTICE WEBSITE

26. All digital communication in the form of web-based banners will be connected to our notice website. This will provide the ability to connect Settlement Class Members directly to online communication providing greater detail on this Settlement Notice. Specifically, our banner advertisements will list the Settlement website, and users who click on our banner advertisements will be routed directly to the Settlement website, where they will find information in greater detail. This combination of reaching our audience and connecting to greater detail via the Settlement website provides us with a comprehensive approach to reaching Settlement Class Members.

27. In addition, FRWD will leverage Google Analytics [11] ("GA") on the Settlement website. By using GA, FRWD can showcase reporting on the engagement of

[11] Google Analytics is a service offered by Google that generates detailed statistics about the visitors to a website. GA can track visitors from all referring websites, including

the Settlement Class Members on our Settlement website. Specifically, GA will measure the most highly trafficked content and the total number of Settlement Class Members performing specific actions, such as the number of visitors, the number of pages viewed, the time spent, and the number of documents downloaded by type.

CONCLUSION

28. Based on my experience in designing and executing digital outreach and marketing plans, as well as industry best practices, it is my opinion that the digital media component of the Notice Plan will effectively reach Settlement Class Members.

I declare under penalty of perjury, that the foregoing is true and correct to the best of my knowledge. Executed this 17th day of June, 2014 in Minneapolis, Minnesota.

John Grudnowski
CEO
FRWD Co.

Sworn to and Subscribed before me
this 17th day of June, 2014.

Notary Public

NANCY A. BAKER
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2017

search engines, display advertising, pay-per-click networks, email marketing, and other traffic sources.

Exhibit 3

EXHIBIT 3

101COOKBOOKS.COM
247MOMS.COM
411.COM
5DOLLARDINNERS.COM
6PM.COM
8TRACKS.COM
9GAG.COM
9JAFOODIE.COM
9NEWS.COM
AARP.ORG
ABC7CHICAGO.COM
ABCNEWS.COM
ACCESSHOLLYWOOD.COM
ACCUWEATHER.COM
ACESHOWBIZ.COM
A-CROCK-COOK.COM
ADDAPINCH.COM
ADDICTIVETIPS.COM
ADLSOFT.NET
AETV.COM
AFAMILYFEAST.COM
AFEWSHORTCUTS.COM
AGAINSTALLGRAIN.COM
AGAME.COM
AJC.COM
ALANSKITCHEN.COM
ALLCOOKINGANDRECIPES.COM
ALLDAYIDREAMABOUTFOOD.COM
ALLMUSIC.COM
ALLVOICES.COM
ALTERNET.ORG
AMANDASCOOKIN.COM
AMANDATHEVIRTUOUSWIFE.COM
AMAZINGRECIPEZ.COM
AMAZINGRIBS.COM
AMAZON.COM
AMBITIOUSKITCHEN.COM
AMCTV.COM
AMEESSAVORYDISH.COM
AMERICANPROFILE.COM
ANDROIDCENTRAL.COM
ANDROIDFORUMS.COM
ANNIESRECIPES.COM
ANSWERBAG.COM
AOL.COM
APARTMENTS.COM
AREACONNECT.COM
ARMORGAMES.COM
AROUNDMYFAMILYTABLE.COM
ARSTECHNICA.COM
ASK.COM
ASKMEFAST.COM
ASKMEN.COM
ATT.NET
AUTOBLOG.COM
AUTOPARTSWAREHOUSE.COM
AUTOTRADER.COM
AVCLUB.COM
AZCENTRAL.COM
AZLYRICS.COM
BABBLE.COM
BABYCENTER.COM
BACKTOHERROOTS.COM
BALTIMORESUN.COM
BARRONS.COM
BARSTOOLSPORTS.COM
BASEBALL-REFERENCE.COM
BEAUTYANDBEDLAM.COM
BECOME.COM
BEESQ.NET
BEFOODSMART.COM
BETTERRECIPES.COM
BIGGIRLSSMALLKITCHEN.COM
BIGREDKITCHEN.COM
BILLBOARD.COM
BIZRATE.COM
BLACKPLANET.COM
BLEACHERREPORT.COM
BLESSTHISMESSPLEASE.COM
BLINGCHEESE.COM
BLISS.COM
BLIZZARD.COM
BLOOMBERG.COM
BOATTRADER.COM
BODYBUILDING.COM
BOINGBOING.NET
BONAPPETIT.COM
BOOKINGBUDDY.COM
BOOKIT.COM
BOOKRAGS.COM
BORED.COM
BOSTON.COM
BOSTONGLOBE.COM
BOSTONHERALD.COM
BOXOFFICEMOJO.COM
BRADSDEALS.COM
BRAINYQUOTE.COM
BRAVOTV.COM
BREAK.COM
BREITBART.COM
BUDGETBYTES.COM
BUDGETGOURMETMOM.COM
BUDGETSAVVYDIVA.COM
BUSINESSINSIDER.COM
BUSINESSWEEK.COM
BUSTEDCOVERAGE.COM
BUY.COM
BUZZYA.COM
CAFEMOM.COM
CARDOMAIN.COM
CARE2.COM
CAREERBUILDER.COM
CBSNEWS.COM
CDKITCHEN.COM
CDUNIVERSE.COM
CELEBRATING-FAMILY.COM
CELEBSPIN.COM

CHACHA.COM
CHAOSINTHEKITCHEN.COM
CHARLOTTEOBSERVER.COM
CHEAPCOOKING.COM
CHEFTALK.COM
CHICAGOTRIBUNE.COM
CHOW.COM
CIRCLEOFMOMS.COM
CITYSEARCH.COM
CLEVELAND.COM
CLIFFSNOTES.COM
CLIPARTOF.COM
CLOSETCOOKING.COM
CLUBPENGUIN.COM
CMT.COM
CNET.COM
CNETTV.COM
COLLEGERECIPES.COM
COLLIDER.COM
COMICBOOKMOVIE.COM
COMICVINE.COM
COMPLEX.COM
CONSTANTCONTACT.COM
CONTACTMUSIC.COM
CONTENKO.COM
COOKBOOK-RECIPES.ORG
COOKEATDELICIOUS.COM
COOKEATSHARE.COM
COOKFOODEAT.COM
COOKINGCACHE.COM
COOKINGCHANNELTV.COM
COOKINGCLUB.COM
COOKINGLIGHT.COM
COOKINGRECIPECENTRAL.COM
COOKPAD.COM
COOKS.COM
COOKSINFO.COM
COOKSRECIPES.COM
COOKYOURFOOD.ORG
COOLMATH.COM
COOLMOMPICKS.COM
COOLROM.COM
COUPONALERT.COM
COUPONS.COM
CRACKED.COM
CRACKLE.COM
CRAVEONLINE.COM
CRAZYFOOD.NET
CREATIVEKIDSNACKS.COM
CROCKINGIRLS.COM
CROCKPOTLADIES.COM
CRUNCHYROLL.COM
CULINARYADVENTURESINTHEKITCHE
CUPCAKERECIPES.COM
CUTEFOODFORKIDS.COM
CWTV.COM
CYCLETRADER.COM
DAILYGLOW.COM
DAILYKOS.COM
DAILYMOTION.COM
DAILYRX.COM
DALLASNEWS.COM
DAMNDELICIOUS.NET
DAVESGARDEN.COM
DAYDREAMKITCHEN.COM
DEALTIME.COM
DEDEMED.COM
DELISH.COM
DELISHMISH.COM
DENVERPOST.COM
DETNEWS.COM
DETOXINISTA.COM
DEVIANTART.COM
DEVILEDEGGS.COM
DICTIONARY.COM
DIGG.COM
DINEANDDISH.NET
DINERESTAURANTCOM.COM
DINNERSDISHESANDDESSERTS.COM
DIRECTORSLIVE.COM
DISCUSSCOOKING.COM
DISHTIP.COM
DIVASCANCOOK.COM
DIVINECAROLINE.COM
DIYFASHION.COM
DIYNETWORK.COM
DIYPINTEREST.COM
DOGBREEDINFO.COM
DOITYOURSELF.COM
DREAMJOBBER.COM
DREAMSTIME.COM
DRJAYS.COM
DRUDGEREPORT.COM
DRUGS.COM
DRUGSTORE.COM
DWELLONJOY.COM
EASY-COOKBOOK-RECIPES.COM
EASY-FRENCH-FOOD.COM
EATATHOMECOOKS.COM
EATBETTERAMERICA.COM
EATBYDATE.COM
EATDRINKBETTER.COM
EATDRINKEAT.COM
EAT-DRINK-LOVE.COM
EATER.COM
EATGOOD4LIFE.COM
EATING-MADE-EASY.COM
EATINGWELL.COM
EATLIVERUN.COM
EATSALEM.COM
EAT-YOURSELF-SKINNY.COM
EATYOURWORLD.COM
ECOLLEGE.COM
ECONOMIST.COM
EDUCATION.COM
EDUCATIONCONNECTION.COM
EDUCATION-PORTAL.COM
EGOTASTIC.COM
EHEALTHFORUM.COM
ELLENSKITCHEN.COM
EMEDICINEHEALTH.COM
EMEDTV.COM
EMPOWHER.COM
ENCYCLOPEDIA.COM
ENDLESSAPPETIZERS.COM
ENGADGET.COM
ENOTES.COM
EPICMEALTIME.COM
EPINIONS.COM

EPRIZE.NET
ESPNRADIO.COM
ESPNSOCCERNET.COM
EVENTBRITE.COM
EVENTFUL.COM
EVERYDAYHEALTH.COM
EVILCHILI.COM
EZINEARTICLES.COM
FAB.COM
FABULOUSFOODS.COM
FAMILY.COM
FAMILYBUILDER.COM
FAMILYCOOKBOOKPROJECT.COM
FAMILYCORNER.COM
FAMILYFRESHMEALS.COM
FAMILYOVEN.COM
FANNATION.COM
FANPOP.COM
FANTAGE.COM
FAQS.ORG
FARK.COM
FATFREEVEGAN.COM
FATWALLET.COM
FAUZIASKITCHENFUN.COM
FINDARTICLES.COM
FINDLAW.COM
FINDTHEBEST.COM
FINDTHERIGHTJOB.COM
FINECOMB.COM
FINECOOKING.COM
FINEDININGS.COM
FINGERLICKINRECIPES.COM
FITNESSMAGAZINE.COM
FITSUGAR.COM
FIXYA.COM
FLY.COM
FODORS.COM
FOOD.COM
FOOD-4TOTS.COM
FOODANDWINE.COM
FOODBANTER.COM
FOODBUZZ.COM
FOODBYCOUNTRY.COM
FOODCHANNEL.COM
FOODEPIX.COM
FOODGAWKER.COM
FOODIEPORTAL.COM
FOODISTA.COM
FOODLOVESWRITING.COM
FOODLVE.COM
FOODNDRECIPE.COM
FOODNETWORK.COM
FOODNETWORKFANS.COM
FOODNETWORKGOSSIP.COM
FOODONTHETABLE.COM
FOODPANTRIES.ORG
FOODPICSTIME.COM
FOODRANDOM.COM
FOODREPUBLIC.COM
FOODSUBS.COM
FOODTERMS.COM
FOODVANNET.COM
FOODVEE.COM
FOOL.COM
FORCE.COM
FORLOCATIONS.COM
FORMSPRING.ME
FORRENT.COM
FORTHELOVEOFCOOKING.NET
FORUMOTION.COM
FORVO.COM
FOTOFLEXER.COM
FOTOSEARCH.COM
FOURMARRSONEVENUS.COM
FREEBIECLUBS.COM
FREECAUSE.COM
FREEFOOD.ORG
FREEONLINEGAMES.COM
FREESCORE360.COM
FREESCOREONLINE.COM
FREESHIPPING.COM
FRIV.COM
FROMMERS.COM
FROSTWIRE.COM
FRYS.COM
FUNANDFOODCAFE.COM
FUNBRAIN.COM
FUNDSXPRESS.COM
FUNNY-GAMES.BIZ
FUNNYJUNK.COM
FUNTRIVIA.COM
GARDENGUIDES.COM
GARDENWEB.COM
GATHER.COM
GETGLUE.COM
GIFTS.COM
GIGAOM.COM
GILT.COM
GIMMESOMEOVEN.COM
GIRLMAKESFOOD.COM
GLASSDOOR.COM
GLOBALGOURMET.COM
GLOBALGRIND.COM
GLOGSTER.COM
GODVINE.COM
GOFREE.COM
GOGECAPITAL.COM
GOGOANIME.COM
GOLF.COM
GOLFLINK.COM
GOODCHOLESTEROLCOUNT.COM
GOODHOUSEKEEPING.COM
GOODREADS.COM
GOODRECIPESONLINE.COM
GOSSIPCOP.COM
GOTOMEETING.COM
GOURMANDIA.COM
GOURMETSLEUTH.COM
GQ.COM
GRADESAVER.COM
GRANTLAND.COM
GRASSCITY.COM
GREATPARTYRECIPES.COM
GREAT-SALSA.COM
GREATSCHOOLS.ORG
GREENDOT.COM
GRINDTV.COM
GROCERYBUDGET101.COM
GROCERYSMARTS.COM

GROUPRECIPES.COM
GUYISM.COM
GWENS-NEST.COM
HALF.COM
HALFHOURMEALS.COM
HARBORFREIGHT.COM
HARK.COM
HBOGO.COM
HEALTH.COM
HEALTHBOARDS.COM
HEALTHCENTRAL.COM
HEALTHGRADES.COM
HEALTHGURU.COM
HEALTHIERHABITS.NET
HEALTHLINE.COM
HEALTHY-DELICIOUS.COM
HEALTHYFOODHOUSE.COM
HEANDSHEEATCLEAN.COM
HEATHERSDISH.COM
HEAVY.COM
HELIUM.COM
HELPWITHCOOKING.COM
HERDAILY.COM
HGTV.COM
HGTVREMODELS.COM
HIGHBEAM.COM
HILLBILLYHOUSEWIFE.COM
HLNTV.COM
HOLLYSCOOP.COM
HOLLYWIRE.COM
HOLLYWOOD.COM
HOLLYWOODLIFE.COM
HOLLYWOODREPORTER.COM
HOLYCOWVEGAN.NET
HOMEAWAY.COM
HOMEFINDER.COM
HOMEMADESIMPLE.COM
HOMES.COM
HOMESTEAD.COM
HOMETOWNLOCATOR.COM
HOODAMATH.COM
HOOVERS.COM
HOTELPLANNER.COM
HOTELSONE.COM
HOTFILE.COM
HOTNEWHIPHOP.COM
HOTPADS.COM
HOTTOPIC.COM
HOTWIRE.COM
HOUSEHOLDBANK.COM
HOUZZ.COM
HOWDOESSHE.COM
HOWSTUFFWORKS.COM
HOWSWEETEATS.COM
HOWTOGEEK.COM
HRDEPARTMENT.COM
HRSACCOUNT.COM
HRW.COM
HSBCCREDITCARD.COM
HSN.COM
HUBPAGES.COM
HULKSHARE.COM
HUMORSWITCH.COM
HUNGRYHEALTHYHAPPY.COM
HUNGRYMONSTER.COM
HYPSTER.COM
IAMCATWALK.COM
IAPPLICANTS.COM
ICE-CREAM-RECIPES.COM
ICHEF.COM
IEGALLERY.COM
IMESH.COM
IMGFAVE.COM
IMINENT.COM
IMOTORS.COM
IN.COM
INBOX.COM
INBOXDOLLARS.COM
INC.COM
INCREDIBAR.COM
INDYSTAR.COM
INFO.COM
INFOPLEASE.COM
INFORMER.COM
INMAMASKITCHEN.COM
INNATTHECROSSROADS.COM
INQUISITR.COM
INSIDERPAGES.COM
INSTANTCHECKMATE.COM
INSTRUCTABLES.COM
INSTYLE.COM
INTERIORCOMPLEX.COM
IOWAGIRLEATS.COM
IPLAY.COM
IREPORT.COM
ISOHUNT.COM
IVILLAGE.COM
IWIN.COM
JACKHENRY.COM
JALOPNIK.COM
JAMIEOLIVER.COM
JANGO.COM
JDANIEL4SMOM.COM
JEANETTESHEALTHYLIVING.COM
JEST.COM
JEZEBEL.COM
JOB.COM
JOBAMATIC.COM
JOBRAPIDO.COM
JOBSONLINE.NET
JOBSRADAR.COM
JOBS-TO-CAREERS.COM
JOBUNGO.COM
JOIN.ME
JOYSTIQ.COM
JR.COM
JSTOR.ORG
JUSTANSWER.COM
JUSTAPINCH.COM
JUSTFAB.COM
JUSTFRUITRECIPES.COM
JUSTGETOFFYOURBUTTANDBAKE.COM
JUSTHERFOOD.COM
JUSTIA.COM
JUSTJARED.COM
JUSTVEGETABLERECIPES.COM
KABAM.COM
KABOODLE.COM
KABOOSE.COM

KANSASCITY.COM
KARMALOOP.COM
KATHEATS.COM
KAYAK.COM
KICKSTARTER.COM
KIDSHEALTH.ORG
KIDSKUBBY.COM
KIDSSTUFFWORLD.COM
KILLERHIPHOP.COM
KING.COM
KING5.COM
KITCHENDAILY.COM
KITCHENMEETSGIRL.COM
KITCHENTREATY.COM
KIZI.COM
KNOWYOURMEME.COM
KOMONEWS.COM
KONGREGATE.COM
KOTAKU.COM
KRAFTRECIPES.COM
KROGER.COM
KRONOSTM.COM
KSL.COM
KTLA.COM
KUALI.COM
KUDZU.COM
LAST.FM
LATIMES.COM
LAURAINTHEKITCHEN.COM
LAWYERS.COM
LDS.ORG
LEAWO.COM
LEGACY.COM
LIFE123.COM
LIFEHACKER.COM
LIFESAMBROSIA.COM
LIFESCRIPT.COM
LIGHTINTHEBOX.COM
LIJIT.COM
LILLUNA.COM
LISASDINNERTIMEDISH.COM
LISTAL.COM
LISTVERSE.COM
LIVE.COM
LIVEJOURNAL.COM
LIVELEAK.COM
LIVEMIXTAPES.COM
LIVEMOREDAILY.COM
LIVENATION.COM
LIVESCIENCE.COM
LIVESTREAM.COM
LIVING-FOODS.COM
LIVINGSOCIAL.COM
LOCAL.COM
LOCALBUZZ.US
LOCALGUIDES.COM
LOCALHEALTH.COM
LOCALPAGES.COM
LOCKERZ.COM
LOGMEIN.COM
LOLZBOOK.COM
LONELYPLANET.COM
LOOPNET.COM
LORISCULINARYCREATIONS.COM
LOVEFOODIES.COM
LOVETOKNOW.COM
LOVINGMYNEST.COM
LOWFARES.COM
LUMOSITY.COM
LYCOS.COM
LYNNSKITCHENADVENTURES.COM
LYRICS007.COM
LYRICSFREAK.COM
LYRICSMANIA.COM
LYRICSMODE.COM
LYRICSTIME.COM
MADAMENOIRE.COM
MAHALO.COM
MAKEDINNEREASY.COM
MAKERS.COM
MAKEUSEOF.COM
MAMASLEBANESEKITCHEN.COM
MANDATORY.COM
MANGAFOX.ME
MANGAHERE.COM
MANJULASKITCHEN.COM
MANTA.COM
MANUALSONLINE.COM
MAPS4PC.COM
MAPSGALAXY.COM
MAPSOFWORLD.COM
MARKETWATCH.COM
MAXGAMES.COM
MAXPREPS.COM
MCAFEE.COM
ME.COM
MEALPLANNING101.COM
MEALPLANNINGMAGIC.COM
MEALSFORYOU.COM
MEALTRAIN.COM
MEDIAFIRE.COM
MEDIAITE.COM
MEDIATAKEOUT.COM
MEDICALNEWSTODAY.COM
MEDICINENET.COM
MEDSCAPE.COM
MEETME.COM
MEETUP.COM
MEFEEDIA.COM
MEGAMILLIONS.COM
MEGAUPLOAD.COM
MELSKITCHENCAFE.COM
MEMEBASE.COM
MEMECENTER.COM
MENTALFLOSS.COM
MENUISM.COM
MENUPAGES.COM
MERCHANTCIRCLE.COM
MERCURYNEWS.COM
METACAFE.COM
METACRITIC.COM
METAFILTER.COM
METRIC-CONVERSIONS.ORG
METROLYRICS.COM
METROMIX.COM
METROPCS.COM
MEVIO.COM
MGID.COM
MIAMIHERALD.COM

MIDWESTLIVING.COM
MILB.COM
MINIMALISTBAKER.COM
MLXCHANGE.COM
MMO-CHAMPION.COM
MNN.COM
MOCOSPACE.COM
MODELMAYHEM.COM
MODERNHOMEMODERNBABY.COM
MODERNMOM.COM
MODERNPARENTSMESSYKIDS.COM
MOM.ME
MOMMYMIXING.COM
MOMSCONFESSION.COM
MOMSWHOTHINK.COM
MOMTASTIC.COM
MONEYNEWS.COM
MONKEYQUEST.COM
MONTHLYMEALPLANNER.COM
MOSHIMONSTERS.COM
MOSTLYHOMEMADEMOM.COM
MOTIFAKE.COM
MOTORTREND.COM
MOVIEFONE.COM
MOVIEROOMREVIEWS.COM
MOVIES.COM
MOVIESTARPLANET.COM
MOVIETICKETS.COM
MOVIEWEB.COM
MRFOOD.COM
MTA.INFO
MULTIPLY.COM
MUSICIANSFRIEND.COM
MUSICNOTES.COM
MUZY.COM
MYDAILYMOMENT.COM
MYDISH.COM
MYFITNESSPAL.COM
MYFOXNY.COM
MYFRIDGEFOOD.COM
MYFRIENDSGREETINGS.COM
MYFUNCARDS.COM
MYHEALTHYDISH.COM
MYHOMEMSN.COM
MYHONEYSPLACE.COM
MYLIFE.COM
MYLIFETIME.COM
MYNEWPLACE.COM
MYNEWSLETTERBUILDER.COM
MYPCBACKUP.COM
MYPODSTUDIOS.COM
MYPOINTS.COM
MYRECIPEMAGIC.COM
MYRECIPES.COM
MYSANANTONIO.COM
MYSTART.COM
MYSTORE411.COM
MYVIEW.COM
MYVOICENATION.COM
MYWEBSEARCH.COM
MYXER.COM
MYYEARBOOK.COM
NADAGUIDES.COM
NANCYSKITCHEN.COM
NARUTOGET.COM
NATIONALGEOGRAPHIC.COM
NATIONALJOURNAL.COM
NATIONALPOST.COM
NATURALNEWS.COM
NATURE.COM
NAVER.COM
NAVYWIFECOOK.COM
NBAHOOPTROOP.COM
NBCNEWYORK.COM
NCHSOFTWARE.COM
NEOPETS.COM
NEOSEEKER.COM
NESN.COM
NETSUITE.COM
NEWEGG.COM
NEWGROUNDS.COM
NEWSDAY.COM
NEWSER.COM
NEWSMAX.COM
NEWYORKER.COM
NING.COM
NINTENDO.COM
NISSANUSA.COM
NJ.COM
NME.COM
NOAA.GOV
NOLA.COM
NOMNOMPALEO.COM
NOMORERACK.COM
NOOBCOOK.COM
NOTEBOOKREVIEW.COM
NOVAMOV.COM
NVIDIA.COM
NYDAILYNEWS.COM
NYMAG.COM
NYPOST.COM
NYTIMES.COM
OCHEF.COM
OCREGISTER.COM
ODDEE.COM
OLX.COM
OMEGLE.COM
ONCEUPONACHEF.COM
ONEKINGSLANE.COM
ONETRAVEL.COM
ONTHEREDCARPET.COM
OODLE.COM
OOVOO.COM
OPENTABLE.COM
OPERA.COM
OPINIONPLACE.COM
OPPAPERS.COM
OPRAH.COM
OPTIMUM.NET
ORLANDOSENTINEL.COM
ORON.COM
ORTSBOABC.COM
OURSTAGE.COM
OURWORLD.COM
OVERDRIVE.COM
OVGUIDE.COM
PACHAKAM.COM
PALMBEACHPOST.COM
PANLASANGPINOY.COM

PANORAMIO.COM
PAPAJOHNS.COM
PARENTING.COM
PARENTS.COM
PARENTSCONNECT.COM
PARTYCITY.COM
PARTYPINCHING.COM
PARTY-RECIPES-AND-IDEAS.COM
PASTEBIN.COM
PAWNATION.COM
PCHGAMES.COM
PCMAG.COM
PCPOWERSPEED.COM
PCWORLD.COM
PENNY-ARCADE.COM
PEOPLE.COM
PEOPLECLICK.COM
PEOPLEFINDERS.COM
PEOPLEPETS.COM
PEOPLESMART.COM
PEPBOYS.COM
PEREZHILTON.COM
PERSONALIZATIONMALL.COM
PETFINDER.COM
PETITCHEF.COM
PGATOUR.COM
PHILLY.COM
PHONEARENA.COM
PHOTOBUCKET.COM
PHYS.ORG
PHYSICSFORUMS.COM
PICMONKEY.COM
PIPL.COM
PIRIFORM.COM
PIXLR.COM
PIZAP.COM
PLAINCHICKEN.COM
PLAYHUB.COM
PLAYLIST.COM
PLAYSTATION.COM
PLAYSUSHI.COM
POCKETCHANGEGOURMET.COM
POEMHUNTER.COM
POF.COM
POG.COM
POGO.COM
POLITICO.COM
POLYVORE.COM
POPCAP.COM
POPSUGAR.COM
POPTROPICA.COM
PORTUGUESEDINER.COM
POST-GAZETTE.COM
POSTINI.COM
PREVENTION.COM
PREVENTIONRD.COM
PRICEGRABBER.COM
PRICELINE.COM
PRIMARYGAMES.COM
PROBOARDS.COM
PRODUCTMADNESS.COM
PRODUTOOLS.COM
PRONTO.COM
PRWEB.COM
PSYCHCENTRAL.COM
PSYCHOLOGYTODAY.COM
PUBLICRECORDS.COM
PURPLEMATH.COM
PUTLOCKER.COM
QUALITYHEALTH.COM
QUESTBASIC.COM
QUIA.COM
QUIBBLO.COM
QUICK-AND-EASY-DINNER.COM
QUICKBOOKS.COM
QUICKMEME.COM
QUIZLET.COM
QUORA.COM
QUOTEGARDEN.COM
RACHAELRAYMAG.COM
RACHAELRAYSHOW.COM
RADARONLINE.COM
RADIO.COM
RANKER.COM
RANKINGSANDREVIEWS.COM
RAPGENIUS.COM
RAPIDLIBRARY.COM
RAPIDSHARE.COM
RAWFOODSUPPORT.COM
READERSDIGEST.COM
REAL.COM
REALCAJUNRECIPES.COM
REALCLEARPOLITICS.COM
REALMOMKITCHEN.COM
REALSIMPLE.COM
REALTOR.COM
RECIPAGE.COM
RECIPE.COM
RECIPE4ALL.COM
RECIPE4LIVING.COM
RECIPEBEST.COM
RECIPEBYPHOTO.COM
RECIPECHART.COM
RECIPECIRCUS.COM
RECIPEGIRL.COM
RECIPEHUB.COM
RECIPEKEY.COM
RECIPELINK.COM
RECIPERECOMMENDATIONS.COM
RECIPEREHAB.COM
RECIPES4CAKES.COM
RECIPESECRETS.NET
RECIPESGAWKER.COM
RECIPESOURCE.COM
RECIPETIPS.COM
REDBALCONY.COM
REDBUBBLE.COM
REDENVELOPE.COM
REFERENCE.COM
RENT.COM
RENTALS.COM
REPLY.COM
RESEARCH.NET
RESEARCHNOW.COM
RESERVEAMERICA.COM
RESTAURANT.COM
RETAILMENOT.COM
REVERBNATION.COM
RHYMEZONE.COM

RICARDOCUISINE.COM
RIGHTDIAGNOSIS.COM
RIVALGAMING.COM
RIVALS.COM
ROADFOOD.COM
ROBLOX.COM
ROCKETLAWYER.COM
ROCKYOU.COM
RODALE.COM
ROLLINGSTONE.COM
RUNESCAPE.COM
RUNNINGTOTHEKITCHEN.COM
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SMARTERLIFESTYLES.COM
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SMARTSOURCE.COM
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THECELEBRITYCAFE.COM
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THISOLDHOUSE.COM
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TICKETLIQUIDATOR.COM
TICKETMASTER.COM
TICKETS.COM
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TIMEANDDATE.COM
TIMEOUT.COM
TIMESUNION.COM
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TINYCHAT.COM
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TOLUNA.COM
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TOOFAB.COM
TOPDINNERRECIPES.NET
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TOTALBEAUTY.COM
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USNEWS.COM
USSEARCH.COM
USTREAM.TV
UTORRENT.COM
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VAHREHVAH.COM
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VIDXDEN.COM
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VIRTUALLYTHERE.COM
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VITALS.COM
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VRBO.COM
VULTURE.COM
VUREEL.COM
W3SCHOOLS.COM
WAHOHA.COM
WAJAM.COM
WALLSTCHEATSHEET.COM
WASHINGTONEXAMINER.COM
WASHINGTONPOST.COM
WASHINGTONTIMES.COM
WATCHCARTOONONLINE.COM
WAYFAIR.COM
WEARYCHEF.COM
WEATHER.COM
WEATHERBUG.COM
WEBCRAWLER.COM
WEBEKITCHEN.COM
WEBEX.COM
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WEBKINZ.COM
WEBPRONEWS.COM
WEBS.COM
WEBSHOTS.COM
WE-CARE.COM
WEDDINGBEE.COM
WEDDINGCHANNEL.COM
WEDDINGWIRE.COM
WEEBLY.COM
WEEKLY-DINNER-IDEAS.COM
WEEKLYSTANDARD.COM
WEEWORLD.COM
WEHEARTIT.COM
WELLCOOKED.NET
WELLHABITS.COM
WELLNESS.COM
WETPAINT.COM
WHATS4EATS.COM
WHATSCOOKINGAMERICA.COM
WHATSFORDINNER.NET
WHATTOEXPECT.COM
WHERE2GETIT.COM
WHOSAY.COM
WHOSDATEDWHO.COM
WILDTANGENT.COM
WILEY.COM
WIMP.COM
WINDOWSMEDIA.COM
WINPORTAL.COM
WINZIP.COM
WIRED.COM
WIREFLY.COM
WISEDOWNLOADS.COM
WISEGEEK.COM
WIX.COM
WIZARD101.COM
WN.COM
WND.COM
WOMANSDAY.COM
WOMENSFORUM.COM
WOMENSHEALTHBASE.COM
WOMENSHEALTHMAG.COM
WOMENWORLDBLOG.COM
WONDERHOWTO.COM
WOOT.COM
WORDREFERENCE.COM
WORLDATLAS.COM
WORLDSTARHIPHOP.COM
WORLDWINNER.COM
WORTHPOINT.COM

WOWHEAD.COM
WSJ.COM
WTHR.COM
WTSP.COM
WUFOO.COM
WUNDERGROUND.COM
XE.COM
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YELLOWBOOK.COM
YELLOWBOT.COM
YELLOWNOW.COM
YELLOWPAGES.COM
YELP.COM
YEPI.COM
YESIWANTCAKE.COM
YFROG.COM
YIDIO.COM
YOLASITE.COM
YOUBEAUTY.COM
YOURAVON.COM
YOURDICTIONARY.COM
YOURTANGO.COM
YOUSENDIT.COM
YUKU.COM
YUMMLY.COM
YUMMYHEALTHYEASY.COM
YUMSUGAR.COM
ZAP2IT.COM
ZAZZLE.COM
ZBIDDY.COM
ZDNET.COM
ZENDESK.COM
ZILLOW.COM
ZIMBIO.COM
ZIPPYSHARE.COM
ZIPREALTY.COM
ZMOVIE.TV
ZOCDOC.COM
ZOOSK.COM

Exhibit 4

EXHIBIT 4


If you purchased Truvia® Natural Sweetener
a class action settlement may affect your rights. You could be entitled to up to $45 in cash or $90 worth of vouchers.
CLICK HERE FOR MORE INFORMATION


If you purchased Truvia® Natural Sweetener
a class action settlement may affect your rights. You could be entitled to up to $45 in cash or $90 worth of vouchers.
CLICK HERE FOR MORE INFORMATION

Exhibit 5

EXHIBIT 5

Settlement Administrator Dahl Administration Announces Class Action Settlement in the *Howerton v. Cargill* and *Martin v. Cargill* Litigation (Minneapolis, MN)

If you purchased Truvia® Natural Sweetener products, you could receive compensation from a class action settlement.

A settlement has been reached in class action lawsuits against Cargill, Incorporated ("Cargill"), the manufacturer of Truvia Natural Sweetener. The lawsuits claim that Cargill mislabeled its Truvia Natural Sweetener products by describing the products and their ingredients as "natural." Cargill denies the allegations in the suits, asserts it has not violated any laws, and believes that it has accurately described the products and their ingredients as natural. To avoid further litigation, the Parties have reached a class action settlement, which was preliminarily approved by the United States District Court for the District of Hawaii on _____.

Under the terms of the settlement, you may be entitled to compensation if you purchased Truvia Natural Sweetener in the U.S. from July 1, 2008, through [date of Preliminary Approval Order], for individual or household use. Excluded from the Class are Cargill and its board members, officers, and attorneys; governmental entities; the Court presiding over the settlement; and those persons who timely and validly request exclusion from the Settlement Class.

What Does The Settlement Provide? Settlement Class Members may submit a properly completed Claim Form and be eligible to receive a cash refund of up to $45 or Vouchers valued at up to $90 that can be exchanged for certain Truvia Natural Sweetener products. Cargill has also agreed to make certain changes to Truvia Natural Sweetener product labels and to modify the www.Truvia.com website to further describe how the products and their ingredients are manufactured.

How Do You Submit A Claim? To qualify for payment, you must submit a Claim Form by [insert date]. Claim Forms can be obtained and returned by mail to Truvia Settlement Administrator, P.O. Box 3614, Minneapolis, MN 55403-0614, or online at www.TruviaSweetenerLawsuit.com. Claim Forms can also be obtained by calling 1-___-___-____.

What Are Your Other Options? If you don't want to be legally bound by the settlement, you must exclude yourself ("opt-out") by [insert date]. The detailed notice available at www.TruviaSweetenerLawsuit.com or by calling 1-___-___-____ explains how to exclude yourself from the settlement. If you exclude yourself, you will not get any settlement payment and you cannot object to the settlement. You also will not be bound by the settlement and may be able to sue (or continue to sue) Cargill regarding the claims in this lawsuit.

If you're a Class Member, you may object to any part of the settlement you don't like, and the Court will consider your views. Your objection must be timely, in writing and must provide evidence of your membership in the Class. Procedures for submitting objections are set out in the detailed notice available at www.TruviaSweetenerLawsuit.com or by calling 1-___-___-____.

The Court will hold a Final Fairness Hearing at _____ a.m./p.m. on _____ in _____, Hawaii. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and whether to approve the Class Representatives' incentive awards up to of $2,000 each and attorneys' fees and expenses up to $1,830,000. You may attend the hearing, and you may hire your own lawyer, but you are not required to do either. The Court will consider timely written objections and will listen to people who have made a prior written request to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement.

What To Do If You Have Questions. This Notice is just a summary. Detailed notice, as well as the Settlement Agreement and other documents filed in these lawsuits, can be found online at www.TruviaSweetenerLawsuit.com. For more information, you may call or write to the Truvia Settlement Administrator at 1-___-___-____, P.O. Box 3614, Minneapolis, MN 55403-0614 or mail@TruviaSweetenerLawsuit.com.

QUESTIONS? CALL 1-___-___-____ or VISIT www.TruviaSweetenerLawsuit.com

MEDIA: Jeff Dahl, 952-562-3601

EXHIBIT D

If you purchased Truvia® Natural Sweetener products, you could receive compensation from a class action settlement.

A settlement has been reached in class action lawsuits against Cargill, Incorporated ("Cargill"), the manufacturer of Truvia Natural Sweetener. The lawsuits claim that Cargill mislabeled its Truvia Natural Sweetener products by describing the products and their ingredients as "natural." Cargill denies the allegations in the suit, asserts it has not violated any laws, and believes that it has accurately described the products and their ingredients as natural. To avoid further litigation, the Parties have reached a class action settlement, which was preliminarily approved by the United States District Court for the District of Hawaii on _____.

Under the terms of the settlement, you may be entitled to compensation if you purchased Truvia Natural Sweetener in the U.S. from July 1, 2008, through [date of preliminary approval order], for individual or household use and not for resale. Excluded from the Class are Cargill and its board members, officers, and attorneys; governmental entities; the Court presiding over the settlement; and those persons who timely and validly request exclusion from the Settlement Class.

What Does The Settlement Provide?

Settlement Class Members may submit a properly completed Claim Form and be eligible to receive a cash refund of up to $45 or Vouchers valued at up to $90 that can be exchanged for certain Truvia Natural Sweetener products. These awards may be subject to *pro rata* upward or downward adjustment depending on the number of claims approved. Cargill has also agreed to make certain changes to Truvia Natural Sweetener product labels and to modify the www.Truvia.com website to further describe how the products and their ingredients are manufactured.

How Do You Submit A Claim?

To qualify for payment, you must submit a Claim Form by _____. Claim Forms can be obtained and returned by mail to Truvia Settlement Administrator, P.O. Box 3614, Minneapolis, MN 55403-0614, or online at www.TruviaSweetenerLawsuit.com. Claim Forms can also be obtained by calling 1-___-___-____.

What Are Your Other Options?

If you don't want to be legally bound by the settlement, you must exclude yourself ("opt-out") by [date ordered by Court]. The detailed notice available at www.TruviaSweetenerLawsuit.com or by calling 1-___-___-____ explains how to exclude yourself from the settlement. If you exclude yourself, you will not get any settlement payment and you cannot object to the settlement. You also will not be bound by the settlement and may be able to sue (or continue to sue) Cargill regarding the claims in this lawsuit.

If you're a Class Member, you may object to any part of the settlement you don't like, and the Court will consider your views. Your objection must be timely, in writing and must provide evidence of your membership in the Class. Procedures for submitting objections are set out in the detailed notice available at www.TruviaSweetenerLawsuit.com or by calling 1-___-___-____.

The Court will hold a Final Fairness Hearing at _____ a.m./p.m. on _____ in _____, Hawaii. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and whether to approve the Class Representatives' incentive awards up to of $2,000 each and attorneys' fees and expenses up to $1,830,000. You may attend the hearing, and you may hire your own lawyer, but you are not required to do either. The Court will consider timely written objections and will listen to people who have made a prior written request to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement.

What To Do If You Have Questions

This Notice is just a summary. Detailed notice, as well as the Settlement Agreement and other documents filed in this lawsuit, can be found online at www.TruviaSweetenerLawsuit.com. For more information, you may call or write to the Truvia Settlement Administrator at 1-___-___-____, P.O. Box 3614, Minneapolis, MN 55403-0614 or mail@TruviaSweetenerLawsuit.com.

QUESTIONS? CALL 1-___-___-____ or
VISIT www.TruviaSweetenerLawsuit.com

EXHIBIT D

EXHIBIT E

Good for one **FREE** package of Truvía® natural sweetener (40 ct., 80 ct., spoonable) or Truvía® Baking Blend with sugar

EXHIBIT E

Find it at your grocery store. Discover more at **truvia.com**

1599

truvía

Good for one **FREE** package
Truvía® natural sweetener (40 ct., 80 ct., spoonable)
or Truvía® Baking Blend with sugar

$

RETAILER: Write in retail price paid.
[Maximum value $10.00]

CONSUMER: Good for one free package of Truvía® natural sweetener (40 ct. 80 ct, spoonable) or Truvía® Baking Blend with sugar. DO NOT DOUBLE. The maximum value of this coupon is restricted to $10.00. Vouchers cannot be redeemed for cash from Cargill or any retailer. Consumer pays sales tax where applicable. No other coupon may be used in conjunction with this offer. Void where taxed or prohibited. Void if copied. For in-store purchases only. Not valid for online purchases. Any other use constitutes fraud. **RETAILER:** Cargill, Incorporated will reimburse you for the face value of this coupon plus 8¢ if submitted in compliance with the terms of this offer. Valid only if redeemed by distributor of our merchandise or one especially authorized by Cargill, Incorporated. Cash value 1/100 of 1¢. For redemption mail to: Truvía® natural sweetener, CMS Dept #13600, One Fawcett Drive, Del Rio, TX 78840. Truvía® and from nature for sweetness™ are registered trademarks of The Truvia Company, LLC.

0013600-098157

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EXHIBIT F

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

DENISE HOWERTON, ERIN CALDERON, and RUTH PASARELL, Individually and on Behalf of All Others Similarly Situated, Plaintiffs, vs. CARGILL, INC., Defendant.	Civil No. 13-00336 LEK-BMK

MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and others similarly situated, Plaintiffs, vs. CARGILL, INC., Defendant.	Civil No. 14-cv-00218-LEK-BMK

DECLARATION OF WILLARD P. OGBURN IN SUPPORT OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFICATION OF SETTLEMENT CLASS, APPROVAL OF NOTICE PLAN, AND SCHEDULING OF DATE FOR FINAL FAIRNESS HEARING

EXHIBIT F

Pursuant to 28 U.S.C. § 1746, I, Willard P. Ogburn, do hereby declare as follows:

1. I am the Executive Director of the National Consumer Law Center ("NCLC" or the "Center"), a 501 (c)(3) non-profit organization that focuses on the consumer and energy problems facing low-income people. I respectfully submit this declaration in support of the Unopposed Motion for Preliminary Approval of Class Action Settlement, Certification of Settlement Class, Approval of Notice Plan, and Scheduling of Date for Final Fairness Hearing. The matters set forth herein are of my own personal knowledge and, if called and sworn as a witness, I could competently testify regarding them.

2. NCLC is based in Boston and operates a branch office in Washington, D.C.

3. I am submitting this declaration in support of plaintiffs' motion for *cy pres* distribution. NCLC will use any *cy pres* award this Court approves to support projects to benefit the Settlement Class in this case, or similarly situated persons, and to promote the law consistent with the objectives and purposes of this case's underlying causes of action. **In** particular, NCLC will use any such award to help advance the rights of consumers around the country to be free of deceptive and unfair practices and to enforce-and help others enforce-consumer rights and consumer protection laws.

4. This declaration will describe my background and experience and the activities of NCLC in some detail, with a particular emphasis on our successful advocacy on behalf of consumers nationwide.

My Background and Experience

As Executive Director of NCLC, I am responsible for priority setting, project assignments, and quality of work at the organization and direct all research, policy, and advocacy projects as well as Center policy-making, hiring, fundraising, and budgetary planning.

5. I received a B.A. with honors in Political Science in 1969 from Brown University and a J.D. in 1973 from the University of Chicago Law School.

6. After law school, I worked for the Law Reform Unit at Cleveland Legal Aid from 1973 to 1975, where I was responsible for issues of consumer and health law. I joined NCLC as a staff attomey in 1975.

7. From 1978 to 1979, I was the Deputy Commissioner for Consumer Credit at the Massachusetts Banking Commission. **In** that position, I directed a staff of 40 in licensees (including all small loan companies, insurance premium finance companies, sales financiers, and collection agencies); the examination of all regulated banks, savings institutions, and credit unions for compliance with consumer protection laws (including Truth in Lending, Equal Credit Opportunity, and Fair Housing); and consumer assistance functions of the office.

8. I returned to NCLC as the Deputy Director from 1979 to 1987, and 1 have served as Executive Director from 1987 to the present. As Executive Director, 1 have personally undertaken legislative and policy advocacy on the national and state levels; litigated on the state level and in federal district courts; represented low-income consumers in administrative proceedings; drafted model state laws; authored policy studies, numerous

articles on consumer law, and several consumer law treatises including *Fair Credit Reporting Act* (4th and earlier editions); and presented, trained, and spoken at national and state conferences, seminars, and continuing legal education courses.

9. 1 currently am a member in good standing in the U.S. District Court for the Northern District of Ohio, 1973 (inactive); the Supreme Judicial Court of Massachusetts, 1976; the U.S. Court of Appeals for the Fifth Circuit, 1977; the U.S. Court of Appeals for the Seventh Circuit, 1979; and the Supreme Court of the United States, 1979. My personal honors include a three-year term on the Federal Reserve Board's Consumer Advisory Council (1 was appointed Chairman in 1984). 1 have served on the Consumer Federation of America's Board of Directors (vice-president), the National Association of Consumer Advocates' Board of Directors (executive committee), and Consumer Reports. Consumer Advocates and the William J. Proxmire Lifetime Achievement Award (2001) from the American College of Consumer Financial Services Lawyers.

General Background about the National Consumer Law Center

10. NCLC was founded at the Boston College School of Law in 1969. On our staff of 20 attorneys, the median attorney has over 20 years of specialized consumer law expertise. NCLC addresses the most significant consumer problems faced daily by low income families, such as unfair and deceptive sales practices, credit card problems, debt collection harassment, unfair arbitration clauses in consumer contracts, credit report errors, abusive car sales and financing practices, high-cost banking and credit transactions, home utility terminations, telecommunications issues, and many others. For more than four decades, NCLC has been a leading source of legal and public policy expertise on consumer issues for lawyers, federal and state policymakers, consumer advocates, journalists, and front-line providers of human services.

11. NCLC is dedicated to promoting fairness and justice in the marketplace. We focus on unfair and deceptive acts and practices that hurt low-income and economically disadvantaged individuals, families, and neighborhoods. Unfair practices squeeze precious dollars from the poor and undermine their efforts to build wealth and financial security. NCLC helps struggling individuals and families to make smart financial decisions and stabilize their finances after going through a crisis.

12. The National Consumer Law Center is governed by a volunteer national board of directors, which includes a past president of the American Bar Association, a from low-income communities. NCLC's staff of experts provides a wide range of direct assistance to consumer attorneys, including consultation on legal issues, co-counseling, expert testimony, legal research, continuing legal education, and widely respected legal

treatises. NCLC gives priority to providing case assistance and training targeted at legal aid and *pro bono* attorneys representing low-income clients. We are a national organization providing support of consumer advocates working on behalf of low-income families. NCLC has trained and advised thousands of advocates, appeared in cases throughout the nation, as well as working with state and federal commissions and legislatures, and testified upon invitation.

13. NCLC is a frequent recipient of *cy pres* funds. Since 1997, we have received over 300 *cy pres* and class action settlement awards. Funding from *cy pres* awards is used to protect the rights of economically vulnerable consumers.

14. NCLC has received court awards from cases every year for the last twelve years, which has allowed us to devote additional resources to the needs of consumers throughout the country.

NCLC Leadership in the Legal Community

15. NCLC has provided substantial leadership in the legal community. The American Bar Journal review of NCLC's *Consumer Credit and Sales Legal Practice Series* of treatises described them as "... a monumental undertaking comparable to but more practical than the Restatement of Laws." NCLC staff has appeared as counsel and *amicus curiae* before the United States Supreme Court, all of the United States Courts of of Appeals in *Besta* v. *Beneficial Loan Co.,* 855 F. 2d 532, 534 (8th Cir. 1988) (expert testimony of K. Keest); and *Crossley* v. *Lieberman,* 868 F.2d 566, 569 (3rd Cir. 1989) (citation to Robert Hobbs, "leading commentator"); our treatise *Unfair and Deceptive Acts and Practices* cited in

Gibbons v. *J. Nuckolls, Inc.,* 216 S.W.3d 667, 670 n.l3 (Mo. 2007), (citation to NCLC, "national experts"); our treatise *Truth in Lending* cited in *Pfennig* v. *Household Credit Services, Inc.,* 295 F.3d 522, 530 (6th Cir. 2002); and our treatise *Consumer Class Actions* in *State* v. *Homeside Lending, Inc.,* 2003 VT 17, 175 vt. 239,253 n.l1, 254 n.13, 255,826 A.2d 997,1009 n.ll, 1010 n.l3, 1010 (2003).

16. Staff attorneys at NCLC have been appointed to many prestigious boards and committees, including: the Judicial Conference Bankruptcy Rules Committee (appointed by Chief Justice Roberts), the American College of Bankruptcy Fellows, the National Conference of Commissioners on Uniform State Laws, the American Bar Association Business Law Section, and the Energy and Transportation Task Force of the President's Council on Sustainable Development. More NCLC staff have been appointed by the Board of Governors of the Federal Reserve System to their statutory Consumer Industry Advisory Committee than any two other organizations combined. Present and former NCLC staff have held or hold public, appointed positions of authority.

17. NCLC has received funding from a diverse group of foundations, corporations, and government agencies, including: the Ford Foundation; Annie E. Casey Foundation; National Conference of Bankruptcy Judges Endowment for Education; American College of Bankruptcy; Boston Bar Foundation; Massachusetts Bar Foundation; California Consumer Protection Foundation; Fannie Mae Foundation; Open Society Institute; W.K. Kellogg Foundation; Boston Foundation; Paul and Phyllis Fireman Charitable Foundation; Mifflin Memorial Fund; Energy Foundation; Freddie Mac; NeighborWorks America; Sandler Foundation; the United States Departments of Energy, Health and Human Services, Housing and Urban Development, and Justice; AARP; Consumers Union; and the Massachusetts Legal Assistance Corporation.

18. NCLC is recognized nationally as a preeminent expert in consumer credit law and policy and has drawn on this expertise to provide information, analysis, and market insights to federal and state legislatures, administrative agencies, and the courts. Examples of legislative areas where NCLC has provided such assistance include:

a. The Military Lending Act of 2006. NCLC helped draft the substantive protections that were included in the Act. A 36-percent interest rate cap was imposed on certain loans made to active duty members of the armed forces and their dependents. The law covers consumer credit extended on or after October 1, 2007, except for residential mortgages and purchase money loans secured by a car or other personal property. The law also bans lenders from inserting mandatory arbitration clauses into loans for the military.

b. The Home Ownership and Equity Protection Act of 1994 ("H0 EP A"). H0 EPA was the Congressional response to the increased incidence of "equity-skimming"-i.e., using abusive terms in credit transactions as a means of tapping the equity in the homes of financially unsophisticated consumers. NCLC participated in the drafting of the original bill and its amendments and provided analysis to staff and

c. The Truth in Lending Act Amendments of 1995. The Truth in Lending Act Amendments of 1995 included provisions giving mortgage lenders some retroactive immunity from liability for certain Truth in Lending errors and a sizeable increase in the tolerance for error in disclosing the finance charge, applicable both retroactively and prospectively. NCLC's expertise was crucial in drafting a bill that preserved essential consumer protections in the Truth in Lending Act.

d. The Fair Debt Collection Practices Act. The Fair Debt Collection Practices Act, enacted in 1978 and amended since, responded to widespread and notorious debt collection practices by setting forth national standards for third-party debt collection activities. The final version relied heavily upon language drafted by NCLC staff and, like other later chapters of the federal Consumer Credit Protection Act, reflects the testimony and expert comments of the Center.

19. An essential element of our advocacy IS our close relationship with thousands of legal services advocates who work directly with low-income consumers. These advocates share their experiences with us and give us direct contact with the day-to-day experiences of their clients. This information from the "ground up" informs our advocacy with policymakers.

NCLC's Legal Treatises

20. NCLC is author of the widely praised *Consumer Credit and Sales Legal Practice Series.* This 20-volume set of treatises on consumer law is widely used by legal aid offices (at a substantial discount) throughout the country and the private bar, and it is states, with analysis of federal laws, regulations, cases, agency interpretations, and letters. All manuals come with a companion website are revised or supplemented every year. Here is a short summary of just six of the 20 volumes:

a. *Unfair and Deceptive Acts and Practices* (8th ed. 2012). The most important consumer statute is a state's unfair and deceptive acts and practices ("UDAP") statute, which covers a wide array of deceptive or abusive practices-auto repair and sales, insurance, landlord/tenant, credit, leases, mobile homes, utilities, debt collection, foreclosures, business opportunities, and much more. NCLC's manual has been universally recognized for over 20 years as the essential guide in this area.

b. *Fair Debt Collection* (7th ed. 2007 and 2013 Supp.). Consumer attorneys rely on this treatise for the latest thinking and definitive analyses of the federal Fair Debt Collection Practices Act. For 23 years, this groundbreaking work has been the basic reference in the field.

c. *Truth in Lending* (8th ed. 2012.). For over 30 years, NCLC has been the nation's premier expert on Truth in Lending ("TIL"), and this volume is the definitive work in its field. It provides the leading discussion of TIL rescission rights that allow homeowners to cancel mortgages and offers the most thorough, up-to-date, and innovative chapter on HOEP A, the key federal law dealing with predatory mortgages. The volume also covers credit card, open-end, closed end, variable rate, and home equity loan disclosure rules.

d. *Fair Credit Reporting* (7th ed 2010 and 2012 Supp.). Over 150 50 million of these files contain errors, even though consumers view these files as one of their most important assets. This volume is the leading book, not only on Fair Credit Reporting Act litigation, but on practical steps short of litigation that lawyers can take to help their clients deal with their credit rating problems.

e. *Consumer Arbitration Agreements* (6th ed. 2011 and 2012 Supp.). An ever growing number of consumer lawsuits are being forced into binding arbitration based upon mandatory, pre-dispute provisions in their original contracts that seek to shield corporations from class actions, punitive damages awards, discovery, and other consumer remedies. This volume has been prepared as a collaboration between NCLC and Public Justice, a leading advocate for consumers in resisting binding arbitration clauses. The manual provides in-depth case law analysis and innovative ways to test an arbitration clause's enforceability.

21. NCLC's legal treatises are supplemented by NCLC eReports, eight to ten online articles each month, which are free for treatise subscribers.

Amicus Curiae Briefs

22. **In** view of its widely recognized expertise, NCLC is frequently asked to appear as *amicus curiae* in consumer law cases before trial and appellate courts and does so in appropriate circumstances. Among the many cases in which NCLC has prepared briefs *amicus curiae* or appeared as counsel, the most notable include: *Miller v. Bank Of America* (Cal. Court of Appeals Jan. 2006) (asking court to uphold decision that bank violated Social Security Act and state policy by taking exempt social security funds out pay overdraft loans and fees to bank); *American Bankers Assoc.* v. *Lockyer* (E.D. Cal. Oct. 2002) (arguing that credit card disclosures required by California were preempted or invalidated for national banks by the National Bank Act); *Kawaauhau* v. *Geiger,* 118 S. Ct. 974 (1998) (only torts done with intent to cause injury are non-dischargeable in bankruptcy); *Heintz* v. *Jenkins,* 115 S. Ct. 1489, l3l L. Ed. 2d 395 (1995) (federal Fair Debt Collection Practices Act requires that bank's attorney not misrepresent the amount of the debt); *Taylor* v. *Freeland & Kronz,* 112 S. Ct. 1644 (1992) (debtor exemption allowed by operation of law); *Pennsylvania Dep 't of Public Assistance* v. *Davenport, 110* S. Ct. 2126 (1990) (meaning of "debt" within bankruptcy code); *Memphis Light, Gas & Water Division* v. *Craft,* 431 U.S. 1 (1978) (establishing due process right to notice prior to termination of municipal utility service); *Fuentes* v. *Shevin,* 409 U.S. 902 (1972) (recognizing due process rights and protections in the repossession of consumer property where state action is involved); and *Swarb* v. *Lennox,* 403 U.S. 928 (1971) (due process rights relating to confession of judgment clauses in consumer credit contracts).

Technical Assistance and Case Consulting

23. NCLC offers in-depth case consulting services to lawyers representing low-and moderate-income consumers. We help lawyers: a) to identify factual and legal issues and relevant case law; b) to analyze contract documents (including complex mortgage documents), do credit math, and spot hidden overcharges; c) to develop and/or review draft pleadings, memoranda, and discovery; d) to conduct legal research; e) by offering legal theories, settlement strategies, and litigation tips; and t) by offering legal practice days of work. To further improve communication and share advocacy strategies on a host of topics, NCLC and a sister organization operate nine specialized e-mail list serves.

Training of Lawyers and Advocates

24. Since January 2012, NCLC has trained over 20,000 lawyers, government workers, human services providers, and other advocates at training workshops, conferences, webinars, and other events. Our annual Consumer Rights Litigation Conference is the main source of continuing legal education for attorneys representing individual consumers. The 22nd annual conference will be held November 7-10, 20 l3, in Washington, D.C. Over 800 consumer attorneys are expected to attend.

Consumer Education

25. Apart from our publications for attorneys, NCLC writes books and other educational materials for consumers themselves and for our large network of lay advocates and service providers. Written in clear and direct language, these materials give practical advice on how to make smart choices in the face of serious consumer problems.

26. *The NCLC Guide to Surviving Debt* (2013 edition) is written for consumers overwhelmed by financial hardship. It offers authoritative yet easy-to-understand information for people dealing with a wide range of consumer financial problems, including car repossessions, credit card debt, student loans, and much more.

27. Other publications for advocates include guides to *Consumer Rights for Domestic Violence Survivors, Mobile Homes, Consumer Rights for Immigrants,* and *Bank*

28. In addition, NCLC has written and disseminated scores of brochures on common consumer troubles, many of which have been translated into multiple languages (Spanish, Chinese, Korean, Russian, and Vietnamese), including: *Cashing Checks; Borrower Beware: The High Cost of Small Loans Pawn Brokers and Rent-to-Own Stores; The Truth About Credit Reports; Money Wiring;* and *Beware of Dishonest Immigration Consultants.* With funding from the U.S. Administration on Aging and other sources, NCLC develops consumer education brochures on consumer frauds and abuses and consumer law rights, for distribution by local agencies, programs, and community groups.

29. NCLC responds to requests from journalists for information and disseminates policy papers on important consumer issues. We are consulted and quoted regularly by The New York Times, The Wall Street Journal, USA Today, The Los Angeles Times, The Washington Post, National Public Radio, and other major news organizations. We work with the media to alert consumers to potential scams and provide tips on practical steps to take to avoid abusive transactions and to obtain relief.

30. Through all of its activities, NCLC is committed to promoting equal access to justice for consumers. Funding is used for the benefit of consumers, especially low income consumers, who are treated unfairly in the consumer marketplace and need legal help. NCLC's expertise is made available to public officials, attorneys, and other advocates nationwide who protect the consumer rights of Americans.

NCLC'S Work on Issues Involving Unfair and Deceptive Acts and Practices

31. NCLC publishes the treatise, *Unfair and Deceptive Acts and Practices* (8th ed.2012). For over 30 years it has been considered the essential legal manual for lawyers practicing in the area. In exhaustive detail, it covers unfairness standards, the scope of each state's UDAP statute, the liability of third parties for UDAP violations, and much more. It has been cited by many courts. It includes a 50-state analysis of bait and switch, deceptive pricing, and "free" offers.

32. The UDAP treatise summarizes the relevant case law for cases involving false and deceptive advertising (including the mislabelling of food), as well as unsubstantiated claims, deceptive pricing inducements, misrepresentations regarding a product's or seller's

characteristics, high-pressure or intrusive sales techniques, breach of contract or warranty, misrepresentation of the consumer's legal rights, delay and non-delivery, misrepresentation that used goods are new, other deceptive performance practices, and deceptive billing practices.

33. NCLC publishes the treatise, *Federal Deception Law* (2012), a new treatise on Federal Trade Commission and Consumer Financial Protection Bureau regulations, the Federal RICO statute, and other key federal standards that regulate consumer transactions.

34. We published a special report, *Consumer Protection in the States: A 50State Report on Unfair and Deceptive Acts and Practices Statutes* (2009), which analyzed the strengths and weaknesses of state unfair and deceptive acts and practices statutes. It analyzes their substantive prohibitions, their scope, the remedies they provide for the identifies a number of measures that states can take to strengthen consumer protections. In addition, the report includes an appendix with a detailed analysis of each state's UDAP law.

35. We have written or joined amicus briefs on unfair and deceptive acts and practices (UDAP) issues, including one about the scope of the Michigan UDAP statute before the Michigan Supreme Court.

36. NCLC has filed comments with the Federal Trade Commission ("FTC") on rules that involve false advertising. For example, we filed comments when the FTC proposed to amend the telemarketing sales rule to address debt relief services. We have filed comments with the Consumer Financial Protection Bureau regarding financial exploitation of seniors that covers advertising issues.

37. NCLC writes up the definitive analysis of the Credit CARD Act's requirements for credit card advertising, as well as auto leasing and other consumer leasing advertising and vocational school advertising.

38. NCLC presented testimony before the U.S. House Financial Services Committee in 2009 concerning "Legislative Solutions for Preventing Loan Modification and Foreclosure Rescue Fraud," which included information on false advertising.

39. In 2010, NCLC published a fact sheet for elder advocates on home improvement scams, which included a section on false advertising.

40. NCLC also regularly issues investigative reports on a wide range of important emerging issues that have a direct impact on low income consumers.

Conclusion

41. In addition to the information set forth above, extensive further background information on NCLC's staff and activities is available on our web site at www.nclc.org.

42. A *cy pres* award to the NCLC will benefit the Settlement Class, or similarly situated persons, and will promote the law consistent with the objectives and purposes of the underlying causes of action in this case. NCLC will use any such award to protect and advance the rights of consumers in Hawaii and around the country, including their rights to be free of deceptive and unfair practices. I would be more than pleased to provide any additional information directly to the Court that it might require.

I declare, under penalty of perjury under the laws of the State of Hawaii, that the foregoing is true and correct. Executed this 9th day of June, 2014, in Boston, Massachusetts.

Willard P. Ogburn

EXHIBIT G

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

Denise Howerton, on behalf of herself and all others similarly situated, Plaintiff, v. Cargill, Incorporated, Defendant	Civil Action No. 13-cv-00336-LEK-BMK
Molly Martin and Lauren Barry, on behalf of themselves and all others similarly situated, Plaintiffs, v. Cargill, Incorporated, Defendant.	Civil Action No. 14-cv-00218-LEK-BMK

DECLARATION OF STEPHEN BROBECK IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

I, Stephen Brobeck, hereby state and declare:

1. I am Executive Director and CEO of the Consumer Federation of America (CFA) and have been since the spring of 1980 at the decision of the CFA Board of Directors. I make this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

2. CFA is a non-profit, 501(c)(3) corporation founded in 1968. The main office of CFA is at 1620 I Street, NW, Suite 200, Washington, D.C. 20006. The phone number is 202-387-6121. The website www.consumerfed.org.

3. CFA is an association of non-profit member groups. CFA's mission, as a non-profit public policy organization, is to advance the consumer interest through research, advocacy, and education. CFA's some 270 non-profit members, who elect the Board of Directors and establish its policy positions, include a broad range of organizations, including Consumers Union (Consumer Reports), the National Consumer Law Center, AARP, over 100 state and local consumer groups, and over 100 consumer cooperatives, including many food cooperatives which have been pioneers in nutritional labeling and the sale of bulk and natural foods.

4. CFA's 24 staff members are supported by a budget of about $3 million annually, specifically, $3.3 million in 2009, $2.7 million in 2010, $2.7 million in 2011, $2.5 million in 2012, and $3.1 million in 2013. Our annual financial reports are independently audited and reviewed and approved by the CFA Board of Directors, which reviews organizational finances at its three meetings each year.

5. For several decades, scholars have identified CFA as one of the nation's most influential consumer organizations. During this period, for example, CFA (and Consumers Union) has been asked by the U.S. Congress to give testimony more often than any other consumer organization. In recent years, CFA played an instrumental role in successfully advocating legislation and regulation with significant new consumer protections. These measures include:

a. The Dodd-Frank Wall Street Reform and Consumer Protection Act (2010), which represents the most substantial restructuring of financial regulation since the Great Depression. CFA's extensive efforts to support this legislation included leadership of coalition efforts, grassroots organizing, supportive research and analysis, traditional and social media communications and communications with congressional leaders and the Administration. CFA was one of the primary groups with which Senator Dodd and Congressman Frank communicated about the consumer provisions of their legislation.

b. The Consumer Product Safety Improvement Act (2009), which greatly strengthened consumer product safety protections through increased funding for the Consumer Product Safety Commission, greater public access to data about unsafe products and more effective testing of dangerous products. With Consumers Union, CFA helped lead the coalition of consumer groups that successfully urged Congress to approve this legislation. As well as this leadership, our work included building a case for these and other reforms, talking frequently with the news media and proposing and reviewing provisions.

c. Net Neutrality Requirements (2010), which the Federal Communications Commission approved to prohibit internet providers from blocking or impairing consumer access to content and services on the Web. Over a two-year period, CFA communicated frequently with congressional leaders, with the White House and with FCC members, including the Chairman, to

persuade the FCC to issue the strongest possible requirements that were politically feasible and to dissuade Congress from passing legislation that would have rolled back these requirements.

6. Fuel Economy Standards (2012), issued jointly by the National Highway Traffic Administration and Environmental Protection Agency requiring cars and light trucks to meet an average 54.5 miles per gallon by 2025. For nearly a decade, CFA has been the leading consumer group promoting higher fuel economy standards. Our role in helping persuade Congress to pass legislation, the Administration to issue rules requiring an average 35.5 mpg by 2016, and the most recent rules included showing that these standards would save consumers money (declining fuel costs would more than offset rising vehicle prices), issuing national surveys showing that consumers strongly supported the standards, mobilizing support from other consumer groups, submitting regulatory comments, and communicating frequently with NHTSA, EPA, and the White House.

7. In the area of consumer protection related to Food and Agriculture, the CFA established the Food Policy Institute in 1999, which conducts research and advocacy to promote a safer, healthier, and more affordable food supply. The Institute supports many initiatives, including changes to federal food inspection programs to ensure increased food safety protections for consumers, changes in federal food regulations to encourage production and marketing of healthier foods and an improved regulatory regime and mandatory labeling for genetically engineered foods. Among its other work, CFA's Food Policy Institute coordinates the highly praised National Food Policy Conference, which

is held annually in Washington, D.C., and explores the top current food and agriculture issues with a diverse mix of policy makers, advocates, and scientists.

a. CFA helped lead a coalition of consumer groups that successfully urged Congress to approve the Food Safety Modernization Act (2010), which modernized the food safety laws of the Food and Drug Administration, shifting the agency's approach from reaction to prevention. The law provided FDA with authority to require food safety standards for produce, better assure the safety of imported foods and increased the frequency of inspections of food facilities. CFA's work included building a case for these and other reforms, talking frequently with the news media and proposing and reviewing provisions. CFA is currently providing written comments to FDA on its proposed rules, participating in public meetings on agency proposals, and discussing with FDA how best to enforce the new requirements.

b. CFA is leading consumer efforts to require nutrition and alcohol labeling of alcoholic beverages as well as labeling of mechanically tenderized meat. CFA has also been the lead consumer organization advocating for country of origin labeling (COOL) which provides consumers with information about the origin of food products they purchase. CFA successfully urged Congress to pass COOL legislation, worked with USDA to implement the law, conducted consumer polling, and is helping defend the law from challenges.

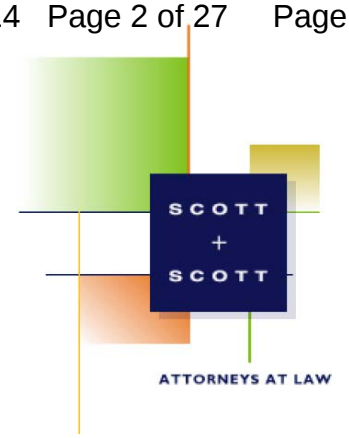
c. CFA works with a large coalition on a national campaign to require labeling of genetically modified organisms (GMOs). CFA also advocates for improvements in the regulatory process designed to approve GMOs. In particular, CFA has urged the federal government to engage stakeholders in a national discussion on the ethical and social implications of genetically modifying animals.

I declare under the penalty of perjury under the laws of the State of Hawaii that the foregoing is true and correct, and that if called upon to testify, I could verify the accuracy of the same. This document was executed on June 13, 2014, in Washington D.C.

Stephen Brobeck

EXHIBIT 2

SCOTT+SCOTT, ATTORNEYS AT LAW, LLP



MISSION STATEMENT

Scott+Scott, Attorneys at Law, LLP ("Scott+Scott") is a nationally recognized law firm headquartered in Connecticut with offices in California, New York City, and Ohio. Scott+Scott represents individuals, businesses, public and private pension funds, and others who have suffered from corporate fraud and wrongdoing. Scott+Scott is directly responsible for recovering hundreds of millions of dollars and achieving substantial corporate governance reforms on behalf of its clients. Scott+Scott has significant expertise in complex securities, antitrust, consumer, ERISA, and civil rights litigation in both federal and state courts. Through its efforts, Scott+Scott promotes corporate social responsibility.

ANTITRUST

Scott+Scott is actively involved in litigating complex antitrust cases throughout the United States. Scott+Scott represents consumers and businesses in price-fixing, bid-rigging, monopolization, and other restraints of trade cases. In such actions, Scott+Scott works to ensure that the markets remain free, open, and competitive to the benefit of both consumers and business. Scott+Scott's class action antitrust experience includes serving as co-trial counsel in *In re Scrap Metal Antitrust Litigation*, 02-cv-0844-KMO (N.D. Ohio), where it helped obtain a $34.5 million jury verdict, which was subsequently affirmed by the United States Court of Appeals for the Sixth Circuit. *See In re Scrap Metal Antitrust Litigation*, 527 F.3d 517, 524 (6th Cir. 2008).

Scott+Scott currently serves as lead counsel in a number of class action antitrust cases, including *Dahl v. Bain Capital Partners, LLC*, No. 1:07-cv-12388 (D. Mass.) (challenging bid rigging and market allocation in the private equity/leveraged-buyout industry), *In re WellPoint, Inc. Out-Of-Network "UCR" Rates Litigation*, No. 2:09-ml-02074 (C.D. Cal.) (challenging price-fixing in the health insurance industry), and *In re Korean Air Lines Co., LTD. Antitrust Litigation*, MDL No. 1891, No. CV 07-06542 (C.D. Cal.) (challenging price fixing/illegal surcharge). Additionally, Scott+Scott serves on leadership executive committees in various class action cases including *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, No. 1:05-md-1720 (E.D.N.Y.) (one of the largest class actions ever brought), and *In re Aetna UCR Litigation*, MDL No. 2020 (D.N.J.) (price-fixing in the health insurance industry).

In addition to antitrust class actions, Scott+Scott represents clients in opt-out antitrust litigation. Past clients include publicly traded corporations, such as Parker Hannifin Corporation and PolyOne Corporation. Representative opt-out litigation prosecuted by Scott+Scott includes *In re Rubber Chemicals Antitrust Litigation*, MDL No. 1648 (N.D. Cal.); *In re Polychloroprene*

Rubber (CR) Antitrust Litigation, MDL No. 1642 (D. Conn.); and *In re Plastic Additives Antitrust Litigation (No. II)*, MDL No. 1684 (E.D. Pa.).

CONSUMER RIGHTS

Scott+Scott regularly represents the rights of consumers throughout the United States by prosecuting class actions under federal and state laws. In *Gunther v. Capital One, N.A.*, No. 09-2966-ADS-AKT (E.D.N.Y.), Scott+Scott obtained a net settlement resulting in class members receiving 100% of their damages. Other settlements obtained by Scott+Scott include *In re Kava Kava Litigation*, Lead Case No. BC 269717 (Cal. Super. Ct., Los Angeles County); *Fischer v. MasterCard International, Inc.*, No. 600572/2003 (N.Y. Sup. Ct. and New York County); *Salkin v. MasterCard International Incorporated*, No. 002648 (Penn. Ct. Com. Pl., Philadelphia County).

Scott+Scott currently serves as lead counsel in *In re Prudential Insurance Company of America SGLI/VGLI Contract Litigation*, No. 3:11-md-02208-MAP (D. Mass.) (challenging Prudential's actions relating to the issuance of life insurance contracts to the nation's military personnel and dependents); *In re Nutella Marketing and Sales Practices Litigation*, No. 3:11-cv-01086-FLW-DEA (D.N.J.); and *Franco v. Connecticut General Life Insurance Co.*, No. 07-cv-6039-SRC-PS (D.N.J.) (challenging the reimbursement of out-of-network healthcare charges).

SECURITIES AND CORPORATE GOVERNANCE

Scott+Scott represents individuals and institutional investors that have suffered from stock fraud and corporate malfeasance. Scott+Scott's philosophy is simple – directors and officers should be truthful in their dealings with the public markets and honor their duties to their shareholders. Since its inception, Scott+Scott's securities and corporate governance litigation department has developed and maintained a reputation of excellence and integrity recognized by state and federal and state courts across the country. "It is this Court's position that Scott+Scott did a superlative job in its representation, which substantially benefited Ariel . . . . For the record, it should be noted that Scott+Scott has demonstrated a remarkable grasp and handling of the extraordinarily complex matters in this case . . . . They have possessed a knowledge of the issues presented and this knowledge has always been used to the benefit of all investors." *N.Y. Univ. v. Ariel Fund Ltd.*, No. 603803/08, slip. op. at 9-10 (N.Y. Sup. Ct. Feb. 22, 2010). "The quality of representation here is demonstrated, in part, by the result achieved for the class. Further, it has been this court's experience, throughout the ongoing litigation of this matter, that counsel have conducted themselves with the utmost professionalism and respect for the court and the judicial process." *In re Priceline.com, Inc. Sec. Litig.*, No. 00-cv-01884, 2007 WL 2115592, at *5 (D. Conn. July 20, 2007).

Scott+Scott has successfully prosecuted numerous class actions under the federal securities laws, resulting in the recovery of hundreds of millions of dollars for shareholders. Representative cases prosecuted by Scott+Scott under the Securities and Exchange Act of 1934 include: *In re Priceline.com, Inc. Sec. Litig.*, No. 00-cv-01884 (D. Conn. July 19, 2007) ($80 million settlement); *Irvine v. ImClone Sys., Inc.*, No. 02-cv-00109 (S.D.N.Y. July 29, 2005) ($75 million settlement); *Cornwell v. Credit Suisse Group*, No. 08-cv-03758 (S.D.N.Y. July 20, 2011) ($70

million settlement); and *Schnall v. Annuity and Life Re (Holdings) Ltd.*, No. 02-cv-2133 (D. Conn. June 13, 2008) ($26.5 million settlement). Representative cases prosecuted by Scott+Scott under the Securities Act of 1933 include: *Parker v. National City Corp.*, No. CV-08-657360 (Ohio Ct. Com. Pl., Cuyahoga County, June 23, 2010) ($5.25 million settlement); and *Hamel v. GT Solar International, Inc.*, No. 217-2010-CV-05004 (N.H. Super. Ct., Merrimack County, May 10, 2011) ($10.25 million settlement).

Scott+Scott currently serves as court-appointed lead counsel in various federal securities class actions, including *St. Lucie County Fire District Firefighter's Pension Trust Fund v. Oilsands Quest Inc.*, No. 11-cv-1288-JSR (S.D.N.Y. May 23, 2011); *In re Washington Mutual Mortgage Backed Securities Litigation*, No. 09-cv-0037 (W.D. Wash. Oct. 23, 2009); and *West Palm Beach Police Pension Fund v. CardioNet, Inc*., No. 37-2010-00086836-CU-SL-CTL (Cal. Super. Ct., San Diego County, 2010) ($7.25 million settlement pending).

In addition to prosecuting federal securities class actions, Scott+Scott has a proven track record of handling corporate governance matters through its extensive experience litigating shareholder derivative actions. Representative actions include: *In re Marvell Tech. Group Ltd. Derivative Litigation*, No. C-06-03894-RMW (RS) (N.D. Cal. Aug. 11, 2009) ($54.9 million and corporate governance reforms); *In re Qwest Communications International, Inc.*, No. Civ. 01-RB-1451 (D. Colo. June 15, 2004) ($25 million and corporate governance reform); *Carfagno v. Schnitzer*, No. 08-cv-912-SAS (S.D.N.Y. May 18, 2009) (modification of terms of preferred securities issued to insiders valued at $8 million); and *Garcia v. Carrion*, No. 3:09-cv-01507 (D.P.R. Sept. 12, 2011) (settlement of derivative claims against the company and its officers and directors providing for corporate governance reforms valued between $10.05 million and $15.49 million).

Currently, Scott+Scott is actively prosecuting shareholder derivative actions, including *Plymouth County Contributory Retirement Fund v. Hassan*, No. 08-cv-1022 (D.N.J.); *Louisiana Municipal Police Employees Retirement System v. Ritter*, 20-CV-01588 (Ala. Cir. Ct., Jefferson County); *Estate of Jacquelin K. Stevenson v. Kavanaugh*, No. 08-CP-10-1735 (S.C. Ct. Com. Pl., Charleston County); *Currie v. Begley*, No. 2011 MR 000608 (Ill. Cir. Ct., Kane County); and *North Miami Beach General Employees Retirement Fund v. Parkinson*, No. 10C6514 (N.D. Ill.).

EMPLOYEE BENEFITS (ERISA)

Scott+Scott litigates complex class actions across the United States on behalf of corporate employees alleging violations of the federal Employee Retirement Income Security Act. ERISA was enacted by Congress to prevent employers from exercising improper control over retirement plan assets and requires that pension and 401(k) plan trustees, including employer corporations, owe the highest fiduciary duties to retirement plans and their participants as to their retirement funds. Scott+Scott is committed to continuing its leadership in ERISA and related employee-retirement litigation, as well as to those employees who entrust their employers with hard-earned retirement savings. Representative recoveries by Scott+Scott include: *In re Royal Dutch/Shell Transport ERISA Litigation*, No. 2:04-cv-01398-JWB-SDW (D.N.J. Aug. 30, 2005) ($90 million settlement); *In re General Motors ERISA Litigation*, No. 2:05-cv-71085-NGE-RSW (E.D. Mich. June 5, 2008) ($37.5 million settlement); and *Rantala v. ConAgra Foods*, No. 8:05-cv-00349-LES-TDT (D. Neb.) ($4 million settlement).

CIVIL RIGHTS LITIGATION

Scott+Scott has also successfully litigated cases to enforce its clients' civil rights. In *The Vulcan Society, Inc. v. The City of New York*, No. 1:07-cv-02067-NGG-RLM (E.D.N.Y.), Scott+Scott was part of a team of lawyers representing a class of black applicants who were denied or delayed employment as New York City firefighters due to decades of racial discriminatory conduct. The district court certified the class in a post-*Walmart v. Dukes* decision, granted summary judgment against the City on both intentional discrimination and disparate impact claims, and after trial ordered broad injunctive relief, including a new examination, revision of the application procedure, and continued monitoring by a court-appointed monitor for at least 10 years. The back pay and compensatory damage award will be determined in a subsequent ruling. In *Hohider v. United Parcel Services, Inc.*, No. 2:04-cv-00363-JFC (W.D. Penn.), Scott+Scott obtained significant structural changes to UPS's Americans with Disabilities Act compliance policies and monetary awards for some individual employees in settlement of a ground-breaking case seeking nationwide class certification of UPS employees who were barred from reemployment after suffering injuries on the job.

ATTORNEY BACKGROUND AND EXPERIENCE

MELVIN SCOTT is a graduate of the University of Connecticut (B.A. 1950) and the University of Kentucky (M.A. 1953; LL.B. 1957). Mr. Scott founded the firm in 1975. He formerly practiced in Kentucky and is presently admitted to practice in Connecticut and Pennsylvania. Mr. Scott was a member of the Kentucky Law Review, where he submitted several articles for publication. He has served as an Attorney Trial Referee since the inception of the program in the State of Connecticut and is a member of the Fee Dispute Committee for New London County. Mr. Scott also formerly served as a Special Public Defender in criminal cases and as a member of the New London County Grievance Committee. Mr. Scott actively represents aggrieved parties in securities, commercial and criminal litigation and served or serves as counsel in *Irvine, et al. v. ImClone Systems, Inc., et al.*; *Schnall, et al. v. Annuity and Life Re (Holdings) Ltd., et al.*; *In re 360networks Class Action Securities Litigation*; *In re General Motors ERISA Litigation*, and *Hohider v. UPS*, among others.

DAVID R. SCOTT is the managing partner of Scott+Scott. Mr. Scott is a graduate of St. Lawrence University (B.A., *cum laude*, 1986), Temple University School of Law (J.D., Moot Court Board, 1989), and New York University School of Law (LL.M. in taxation). He concentrates in commercial and class action trial work. Mr. Scott's trial work involves antitrust, intellectual property, commercial, and complex securities litigation. Mr. Scott's antitrust litigation experience includes matters dealing with illegal tying, price-fixing, and monopolization actions. Mr. Scott has taken the lead in bringing claims on behalf of institutional investors, such as public employee retirement funds, against mortgaged-backed securities trustees for failing to protect investors. Such cases include *Retirement Board of the Policemen's Annuity and Benefit Fund of the City of Chicago v. The Bank of New York Mellon* (MBS sponsored by Countrywide Financial Corp.), No. 1:11-cv-05459 (S.D.N.Y.); *Retirement Board of the Policemen's Annuity and Benefit Fund of the City of Chicago v. Bank of America* (MBS sponsored by Washington Mutual Bank), No. 1:12-cv-02865 (S.D.N.Y.); and *Oklahoma Police Pension and Retirement System v. U.S. Bank National Association* (MBS sponsored by Bear Stearns), No. 1:11-cv-08066 (S.D.N.Y.). He also represented a consortium of regional banks in litigation relating to toxic auction rate securities ("ARS") and obtained a sizable recovery for the banks in a confidential settlement. This case represents one of the few ARS cases in the country to be successfully resolved in favor of the plaintiffs.

Mr. Scott has served as lead counsel in numerous antitrust, employee retirement, and securities class action lawsuits. Notably, Mr. Scott is serving or has served as co-lead counsel in *Dahl v Bain Capital Partners*, No. 1:07-cv-12388 (D. Mass.) (a case challenging collusion in the private equity/LBO industry); *In re Priceline.com Securities Litigation*, No. 3:00-cv-01884 (D. Conn.) ($80 million settlement); *Alaska Electrical Pension Fund v. Pharmacia Corp.*, No. 03-1519 (D.N.J.) ($164 million settlement); *Thurber v. Mattel, Inc.*, No. CV-99-10368 (C.D. Cal.) ($122 million settlement); *In re Royal Dutch/Shell Transport ERISA Litigation*, No. 04-1398 (D.N.J.) ($90 million settlement, one of the largest ERISA settlements on behalf of plan participants); *Irvine v. ImClone Systems, Inc.*, No. 02-cv-0109 (S.D.N.Y.) ($75 million settlement); *Cornwell v. Credit Suisse Group*, No. 08-cv-03758 (S.D.N.Y.) ($70 million settlement); *In re Northwestern Corporation Securities Litigation*, No. 03-cv-4049 (D.S.D.) ($61 million settlement); *In re Sprint Corporation Securities Litigation*, No. 01-4080 (D. Kan.) ($50 million

settlement); *In re General Motors ERISA Litigation*, No. 05-71085 (E.D. Mich.) (significant enhancements to retirement plan administration in addition to a $37.5 million settlement for plan participants); *In re Emulex Corp. Securities Litigation*, No. SACV-01-219 (C.D. Cal.) ($39 million settlement); *Schnall v. Annuity and Life Re (Holdings) Ltd.*, No. 02cv2133 (D. Conn.) ($27 million settlement); and *In re Washington Mutual Mortgage Backed Securities Litigation*, No. 09-cv-0037 (W.D. Wash.) ($26 million settlement).

In addition to prosecuting federal securities class actions, Mr. Scott has extensive experience litigating shareholder derivative cases, achieving substantial corporate governance reforms on behalf of his clients. Representative actions include: *In re Marvell Tech. Group Ltd. Derivative Litigation*, No. C-06-03894 (N.D. Cal.) (settlement obtaining $54.9 million in financial benefits for the company, including $14.6 million in cash, and corporate governance reforms to improve stock option granting procedures and internal controls, valued at more than $150 million); *In re Qwest Communications International, Inc*., No. 01-RB-1451 (D. Colo.) (settlement obtaining $25 million for the company and achieving corporate governance reforms aimed at ensuring board independence); *Plymouth County Contributory Retirement System v. Hasan*, No. 08-1022 (D.N.J.) (settlement requiring annual reporting to the company's board where any clinical drug trial is delayed, valued at between $50-$75 million); *Carfagno v. Schnitzer*, No. 08-cv-0912 (S.D.N.Y.) (settlement resulting in modification of terms of preferred securities issued to insiders, valued at $8 million); and *Garcia v. Carrion*, No. 09-cv-1507 (D.P.R.) (settlement achieving reforms aimed at rectifying internal control weaknesses and improving director education in accounting and ethics, valued at between $10-$15 million).

Mr. Scott is also regularly invited to speak at institutional investor educational conferences around the world and before Boards of Directors and trustees responsible for managing institutional investments. He educates institutional investors and governmental entities on the importance of fulfilling fiduciary obligations through the adoption of appropriate lost-asset recovery services, as well as through the development and enforcement of corporate governance initiatives.

Mr. Scott is admitted to practice in Connecticut, New York, the United States Tax Court, and numerous United States District Courts.

CHRISTOPHER M. BURKE is a graduate of The Ohio State University (B.A. 1984), William & Mary (M.A. 1988) and the University of Wisconsin (M.A. 1989; J.D. 1993; Ph.D. 1996). Mr. Burke's principal practice is in complex antitrust litigation, particularly in the financial services industry. He heads Scott+Scott's competition practices and is a partner in the firm's San Diego office.

Mr. Burke served as co-lead counsel in *In re Currency Conversion Antitrust Litigation*, MDL No. 1409 (S.D.N.Y.) ($336 million settlement), *In re Payment Card Interchange Fee & Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.) ($7.25 billion settlement) (prior to joining Scott+Scott), and was one of the trial counsel in *Schwartz v. Visa*, Case No. 822505-4 (Alameda Cty. Super. Ct.) ($800 million plaintiff verdict). Mr. Burke was one of the original lawyers in the *Wholesale Elec. Antitrust* cases in California which settled for over $1 billion.

Currently, Mr. Burke is one of the lead counsel in *In Re: Foreign Exchange Benchmark Rates Antitrust Litigation*, 13-cv-7789 (S.D.N.Y.); *Dahl v. Bain Capital Partners*, 07-cv-12388 (D. Mass.); *In re Wellpoint "UCR" Litigation*, No. 09-ml-2074 (C.D. Cal.); and *In re Prudential Ins. Co. of America SGLI/VGLI Contract Litigation*, No. 11-md-2208 (D. Mass.). Further, he was class counsel in *Ross v. Bank of America N.A.*, No. 05-cv-7116, MDL No. 1409 (S.D.N.Y.) and *Ross v. American Express Co.*, No. 04-cv-5723, MDL No. 1409 (S.D.N.Y), and was one of the principal attorneys trying those matters, and was co-lead for indirect purchasers in *In re Korean Air Lines Co., Ltd. Antitrust Litigation*, MDL No. 07-01891 (C.D. Cal.). Mr. Burke also organized and filed the first of the *In re Credit Default Swap Antitrust Litigation*, 13-md-2476 (S.D.N.Y.), matters and continues to advise class counsel. Mr. Burke serves on the Executive Committee in *In re: Aetna, Inc. Out of Network "UCR" Rates Litigation*, MDL No. 2020 (D.N.J.).

Mr. Burke has also served as an Assistant Attorney General at the Wisconsin Department of Justice and has lectured on law-related topics, including constitutional law, law and politics, and civil rights at the State University of New York at Buffalo and at the University of Wisconsin. Mr. Burke lectures periodically on class actions, financial services litigation, and emerging trends in antitrust and consumer law. Mr. Burke's book, *The Appearance of Equality: The Supreme Court and Racial Gerrymandering* (Greenwood, 1999), examines conflicts over voting rights and political representation within the competing rhetoric of communitarian and liberal strategies of justification.

Mr. Burke is admitted to practice by the Supreme Court of the State of California, the Supreme Court of the State of Wisconsin, and numerous additional United States District Courts and Courts of Appeal.

WALTER W. NOSS serves as the managing partner for Scott+Scott's San Diego office. He principally practices complex federal litigation with an emphasis on prosecuting antitrust actions. He currently represents class plaintiffs in *Dahl v. Bain Capital Partners LLC*, No. 1:07-cv-12388 (D. Mass.), a multi-billion dollar case challenging collusion among private equity firms. Mr. Noss was one of the plaintiffs' attorneys who argued in court in opposition to defendants' summary judgment motions. He represents class plaintiffs in *In re Foreign Exchange Benchmark Rates Antitrust Litigation*, No. 1:13-cv-07789 (S.D.N.Y.), an action challenging the manipulation of foreign exchange rates. He also represents class plaintiffs in *Kleen Products LLC v. Packaging Corporation of America*, No. 1:10-cv-05711 (N.D. Ill.), an action challenging price fixing in the containerboard products industry. In *Kleen Products*, Mr. Noss has assumed a key role in the prosecution of the case, including appearing at court hearings on e-discovery issues and deposing a key third party witness.

Currently, Mr. Noss also represents corporate opt-out clients in antitrust actions such as *In re: Aluminum Warehousing Antitrust Litigation*, MDL No. 2481 (S.D.N.Y.). He has previously represented out-out clients in *In re Rubber Chemicals Antitrust Litigation*, MDL No. 1648 (N.D. Cal.); *In re Polychloroprene Rubber (CR) Antitrust Litigation*, MDL No. 1642 (D. Conn.); and *In re Plastics Additives (No. II) Antitrust Litigation*, MDL No. 1684 (E.D. Pa.).

Mr. Noss has considerable experience successfully litigating in federal civil jury trials. In April 2011, Mr. Noss served as lead trial counsel in *Novak v. Gray*, No. 8:09-cv-00880 (M.D. Fla.), winning a $4.1 million jury verdict for breach of oral contract and fraudulent inducement. In December 2009, Mr. Noss served as plaintiffs' local counsel at trial in *Lederman v. Popovich*, No. 1:07-cv-00845 (N.D. Ohio), resulting in a $1.8 million jury verdict for plaintiffs on claims of breach of fiduciary duties, conversion, and unjust enrichment. In January and February 2006, Mr. Noss assisted the trial team for *In re Scrap Metal Antitrust Litigation*, No. 1:02-cv-0844 (N.D. Ohio 2006), a $34.5 million class action plaintiffs' verdict.

Mr. Noss graduated *magna cum laude* from the University of Toledo with a Bachelor of Arts in Economics in 1997 and *with honors* from The Ohio State University College of Law in 2000. He is a member of the California and Ohio Bars. Prior to joining Scott+Scott in April 2004, he was an associate in the Cleveland, Ohio office of Jones Day.

JOSEPH P. GUGLIELMO is a partner in the firm's New York office and represents institutional and individual clients in securities, antitrust, and consumer litigation in federal and state courts throughout the United States and has achieved numerous successful outcomes.

Recently, Mr. Guglielmo, along with other attorneys at Scott+Scott, was recognized for his efforts representing New York University in obtaining a monumental temporary restraining order of over $200 million from a Bernard Madoff feeder fund. Specifically, New York State Supreme Court Justice Richard B. Lowe III stated, "Scott+Scott has demonstrated a remarkable grasp and handling of the extraordinarily complex matters in this case. The extremely professional and thorough means by which NYU's counsel has litigated this matter has not been overlooked by this Court."

Mr. Guglielmo serves in a leadership capacity in a number of complex antitrust, securities, and consumer actions, including: *In re: Target Corporation Customer Data Security Breach Litigation*, 0:14-md-02522 (D. Minn.); *U.S. Hotel and Resort Management, Inc. v. Onity Inc.*, 0:13-cv-01499-SRN (D. Minn.); *In re Aetna UCR Rates Litigation*, MDL No. 2020 (D.N.J.); *In re WellPoint, Inc. Out-of-Network "UCR" Rates Litigation*, MDL No. 2074 (C.D. Cal.); *In re: Nexium (Esomeprazole) Antitrust Litigation*, MDL No. 2409 (D. Mass.); *In re Suboxone Antitrust Litigation*, 2:13-md-02445 (E.D. Pa); *In re SinoHub Securities Litigation*, No. 1:12-cv-08478 (S.D.N.Y.).

Mr. Guglielmo has achieved significant victories and obtained numerous settlements for his clients. He was one of the principals involved in the litigation and settlement of *In re Managed Care Litigation,* MDL No. 1334 (S.D. Fla.), which included settlements with Aetna, CIGNA, Prudential, Health Net, Humana, and WellPoint, providing monetary and injunctive benefits exceeding $1 billion. Additional cases Mr. Guglielmo played a leading role and obtained substantial recoveries for his clients include: *Love v. Blue Cross and Blue Shield Ass'n, No. 03-cv-21296* (S.D. Fla.), which resulted in settlements of approximately $130 million and injunctive benefits valued in excess of $2 billion; *In re Insurance Brokerage Antitrust Litigation*, MDL No. 1897 (D.N.J.), settlements in excess of $180 million; *In re Pre-Filled Propane Tank Marketing and Sales Practices Litigation*, MDL 2086 (W.D. Mo.), consumer settlements in excess of $40

million; *Bassman v. Union Pacific Corp.*, No. 97-cv-02819 (N.D. Tex.), $35.5 million securities class action settlement; *Garcia v. Carrion*, Case No. CV. 11-1801 (D. P.R.), substantial corporate governance reforms; and *Boilermakers National Annuity Trust Fund v. WaMu Mortgage Pass-Through Certificates, No. 09-cv-00037 (W.D. Wash.), $26 million securities class action settlement.* Mr. Guglielmo was the principle litigator and obtained a significant opinion from the Hawaii Supreme Court in *Hawaii Medical Association v. Hawaii Medical Service Association*, 113 Hawaii 77 (Haw. 2006), reversing the trial court's dismissal and clarifying rights for consumers under the state's unfair competition law.

Mr. Guglielmo is an author and lecturer on a variety of litigation programs sponsored by various organizations, including The Sedona Conference®, an organization devoted to providing guidance and information concerning issues such as discovery, antitrust law, complex litigation, and intellectual property. Mr. Guglielmo was recognized for his achievements in litigation by his selection to *The National Law Journal*'s Plaintiffs' Hot List.

Mr. Guglielmo graduated from the Catholic University of America (B.A., *cum laude*, 1992; J.D., 1995) and also received a Certificate of Public Policy.

Mr. Guglielmo is admitted to practice before numerous federal and state courts: the United States Supreme Court, the United States District Courts for the Southern and Eastern Districts of New York, the District of Massachusetts, and the District of Connecticut, New York State, the District of Columbia, and the Commonwealth of Massachusetts. He is also a member of the following associations: District of Columbia Bar Association, New York State Bar Association, American Bar Association, and The Sedona Conference®.

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Mr. Guglielmo is admitted to practice before the United States Supreme Court, the United States District Courts for the Southern and Eastern Districts of New York, the District of Massachusetts, the District of Connecticut, New York State, the District of Colorado, the District of Columbia, and the Commonwealth of Massachusetts. He is also a member of the District of Columbia Bar Association, New York Bar Association, American Bar Association, and the Sedona Conference®.

BETH A. KASWAN, during her tenure as an Assistant U.S. Attorney and subsequent promotions to Chief of the Commercial Litigation Unit and Deputy Chief of the Civil Division of the U.S. Attorney's Office for the Southern District of New York, was appointed by the FDA as lead counsel in litigation to enjoin the manufacture of adulterated generic drugs in the landmark case *United States v. Barr Laboratories, Inc.*, 812 F. Supp. 458 (D.N.J. 1993). Ms. Kaswan, who began her career as an accountant at the offices of Peat, Marwick, Mitchell & Co., and then

worked as a civil trial attorney at the U.S. Department of Justice in Washington, D.C., is the recipient of several awards from the Justice Department and other agencies she represented, including the Justice Department's John Marshall award, Special Commendation from the Attorney General, a Superior Performance award from the Executive Office of U.S. Attorneys and Tax Division Outstanding Achievement awards.

While at Scott+Scott, Ms. Kaswan served as lead counsel in *Boilermakers National Annuity Trust Fund v. WaMu Mortgage Pass Through Certificates*, No. 09-cv-00037 (W.D. Wa.), the WaMu RMBS Section 11 Securities Act case which settled after plaintiffs succeeded in defeating the defendants' motion for summary judgment, only weeks before it was scheduled to proceed to a jury trial. Ms. Kaswan just completed the nine-week trial in *In the Matter of the Application of The Bank of New York Mellon*, Index No. 651786/2011 (N.Y. Supr. Ct.) in which she and other interveners challenged the proposed settlement between Bank of New York Mellon and Bank of America to resolve repurchase and servicing claims for 530 Countrywide trusts. Ms. Kaswan is currently lead counsel suing Bank of New York Mellon in federal court in *Retirement Board of the Policemen's Annuity and Benefit Fund for the City of Chicago v. The Bank of New York Mellon*, No. 11-cv-5459 (S.D.N.Y.), for its failure to prosecute the Countrywide Trusts' claims under the federal Trust Indenture Act ("TIA"). She is also pursuing TIA claims against the Securitization Trustees for WaMu and Bear Stearns Trusts in *Policemen's Annuity and Benefit Fund of the City of Chicago v. Bank of America, N.A.*, No. 12-cv-2865 (S.D.N.Y.) and *Oklahoma Police Pension and Retirement System v. U.S. Bank N.A.*, No. 11-cv-8066 (S.D.N.Y.), respectively. Ms. Kaswan brought a derivative suit on behalf of New York University against Ezra Merkin to freeze funds belonging to a feeder fund to Bernard Madoff. She also served as lead counsel to another shareholder derivative case, *Carfagno v. Schnitzer*, No. 08-CV-912-SAS (S.D.N.Y.), where she successfully negotiated a settlement on behalf of Centerline Holding Company and Centerline shareholders. Ms. Kaswan has served as lead counsel in *Cornwell v. Credit Suisse Group*, No. 08-cv-3758 (S.D.N.Y.) and *In re Tetra Technologies, Inc. Securities Litigation*, No. 08-cv-0965 (S.D. Tex.), among others.

Ms. Kaswan is a member of the New York and Massachusetts bars. While working at the U.S. Department of Justice, Ms. Kaswan frequently appeared in the U.S. District Courts in Kentucky. Ms. Kaswan has been practicing law for over 35 years and in a partner in the firm's New York office.

GEOFFREY M. JOHNSON is a partner in the firm's Ohio office. Mr. Johnson's practice focuses on commercial and class action trial work and appeals. His areas of concentration include complex securities litigation, ERISA class actions, and commercial and class action antitrust litigation.

Notably, Mr. Johnson serves as lead counsel in *Pfeil v. State Street Bank and Trust Company*, 2:09-cv-12229 (E.D. Mich.), a case of national significance in the area of employee retirement plans. In the case, Mr. Johnson represents a class of over 200,000 current and former General Motors employees who owned General Motors stock in GM's two main retirement plans. Mr. Johnson successfully argued the case to the United States Court of Appeals for the Sixth Circuit, which issued an opinion that is now looked to nationally as one of the seminal cases in

the area of ERISA fiduciary duties and employee rights. *See Pfeil v. State Street Bank and Trust Company*, 671 F.3d 585 (6th Cir. 2012).

Mr. Johnson has also served as lead or co-lead counsel in other major securities and ERISA cases, including: *In re Royal Dutch/Shell ERISA Litigation*, No. 04-1398 (D.N.J.), which settled for $90 million and is one of the three largest recoveries ever obtained in an ERISA class action case; *In re Priceline Securities Litigation*, 00-cv-1884 (D. Conn.), which settled for $80 million and is the largest class action securities settlement ever obtain in the State of Connecticut; and *In re General* Motors *ERISA Litigation*, 05-cv-71085 (E.D. Mich.), a case that settled for $37.5 million and ranks among the largest ERISA class settlements ever obtained.

Mr. Johnson has been active in the firm's mortgage-backed securities litigation practice, serving as lead or co-lead counsel in mortgage-backed securities class action cases involving Washington Mutual (*In re* Washington *Mutual Mortgage Backed Securities Litigation*, 2:09-cv-00037 (W. D. Wash.)) and Countrywide Financial (*Putnam Bank v. Countrywide Financial, Inc.*, No. 10-cv-302 (C.D. Cal.)). Mr. Johnson also helped develop the theories that the firm's pension fund clients have used to pursue class action cases against mortgage-backed security trustees. *See Retirement Board of the Policemen's Annuity & Benefit Fund of the City of Chicago v. Bank of New York Mellon* (Case No. 11-cv-05459 (S.D.N.Y.)); *Oklahoma Police Pension & Retirement System v. U.S. Bank NA* (Case No. 11-cv-8066 (S.D.N.Y.)).

In addition, Mr. Johnson is active in the firm's appellate practice group, where he has handled numerous class action appeals, including appeals in the United States Court of Appeals for the Second Circuit, Third Circuit, Fifth Circuit, Sixth Circuit, Seventh Circuit, and Eleventh Circuit.

Mr. Johnson is a graduate of Grinnell College (B.A., Political Science with Honors, 1996) and the University of Chicago Law School (J.D., with Honors, 1999), where he served on the law review. Prior to joining Scott+Scott, Mr. Johnson clerked for the Honorable Karen Nelson Moore, United States Court of Appeals for the Sixth Circuit.

JUDY SCOLNICK is a partner in the firm's New York office. Ms. Scolnick is a graduate of New York University (B.A., *cum laude* 1972), Brandeis University (M.A. Political Science Theory, 1973), and Boston College Law School (J.D., 1976), where she served on the Boston College Industrial and Commercial Law Review. She has extensive experience in the fields of shareholder derivative law, particularly in the pharmaceutical industry, employment law and employment class actions, and securities class actions. She has contributed substantially to recent jurisprudence expanding shareholders' rights to examine books and records of the corporations in which they hold stock. In *Cain v. Merck & Co., Inc.*, 415 N.J. Super. 319 (N.J. Super. A.D. 2010), the New Jersey Appellate Division agreed with Ms. Scolnick and held in a precedential decision that the New Jersey Business Corporation Act allows shareholders to inspect the minutes of board of directors and executive committee meetings upon a showing of proper purpose. In *King v. VeriFone Holdings, Inc.*, 12 A.3d 1140 (Del. Supr. 2011), the Delaware Supreme Court ruled in a ground-breaking decision that plaintiffs may, in certain circumstances, inspect a corporation's books and records to bolster a shareholder derivative complaint even after they have filed a lawsuit.

She has served as lead counsel in many shareholder derivative actions and is currently lead counsel in *North Miami General Employees Retirement Fund v. Parkinson*, No. 10-cv-6514 (N.D. Ill.), a shareholder derivative case on behalf of pharmaceutical company, Baxter International, arising from the Board's failure to comply with FDA orders to remediate a medical device known as the Colleague Pump. She is also lead counsel in *Cottrell v. Duke*, No. 12-4041 (W.D. Ark.), a shareholder derivative action brought on behalf of Wal-Mart arising from a widespread bribery and cover-up conspiracy conducted by Wal-Mart executives and Board members.

Ms. Scolnick has experience litigating shareholder derivative actions at both the trial and appellate level. She successfully argued the Baxter appeal where the Court of Appeals for the Seventh Circuit, reversing a trial court's dismissal, held that a pension fund's complaint on behalf of all shareholders passed the pre-suit demand futility threshold test under Delaware substantive law. *Westmoreland County Employees' Retirement System v. Parkinson*, 727 F.3d 719 (7th Cir. 2013). Also in 2013, Ms. Scolnick obtained a landmark ruling in the Wal-Mart shareholder derivative litigation from the Court of Appeals for the Eighth Circuit. The Eighth Circuit reversed the district court's stay of the federal action in favor of a related proceeding in Delaware Chancery Court, and held that a *Colorado River* stay is never appropriate where the federal complaint alleges valid, exclusive federal claims. *Cottrell v. Duke*, 737 F.3d 1238 (8th Cir. 2013).

Ms. Scolnick has also litigated a number of important employment discrimination class actions. These include *U.S. v. City of New York*, No. 07-cv-2067, 2011 WL 4639832 (E.D.N.Y. Oct. 5, 2011) (successfully representing a class of black applicants for entry-level firefighter jobs who were discriminated against by the City of New York), *Hohider v. UPS*, 243 F.R.D. 147 (W.D. Pa. 2007), reversed *and remanded*, 574 F.3d 169 (3d Cir. 2009), where although the Third Circuit reversed certification of a nationwide class of Americans with Disabilities Act protected UPS employees, Ms. Scolnick was able to negotiate with UPS changes to its return to work policy with regard to injured workers.

Ms. Scolnick began her career by serving as a law clerk to the late Honorable Anthony Julian of the United States District Court in Massachusetts. Thereafter, she served as a trial attorney in the Civil Division of the United States Department of Justice, where she was lead counsel in several high-profile employment discrimination lawsuits against various U.S. agencies around the country.

Ms. Scolnick has been selected for the past two years in Thompson Reuter's "New York Super Lawyers."

Ms. Scolnick is admitted to practice in New York, New Jersey, and Massachusetts.

DONALD A. BROGGI is a partner in the firm's New York office. Mr. Broggi is a graduate of the University of Pittsburgh (B.A., 1990) and Duquesne University School of Law (J.D., 2000). He is engaged in the firm's complex securities, antitrust, and consumer litigation, including: *In re Foreign Exchange Benchmark Rates Antitrust Litigation*, No. 13-cv-7789 (S.D.N.Y.), *In re: Priceline.com Inc. Securities Litigation, No. 00-cv-1884 (D. Conn.)*, *Irvine v. ImClone Systems,*

Inc., No. 02-cv-0109 (S.D.N.Y.), In re: Rubber Chemicals Antitrust Litigation, No. C04-01648 (N.D. Cal.), In re: Plastics Additives Antitrust Litigation, No. 03-cv-2038 (E.D. Pa.), and In re Washington Mutual Mortgage-Backed Securities Litigation, No. 09-cv-0037 (W.D. Wash.), among others.

Mr. Broggi also works with the firm's institutional investor clients, including numerous public pension systems and Taft-Hartley funds throughout the United States to ensure their funds have proper safeguards in place to ensure against corporate malfeasance. Similarly, Mr. Broggi consults with institutional investors in the United States and Europe on issues relating to corporate fraud in the U.S. securities markets, as well as corporate governance issues and shareholder litigation. Mr. Broggi has lectured at institutional investor conferences throughout the United States on the value of shareholder activism as a necessary component of preventing corporate fraud abuses, including the Texas Association of Public Employee Retirement Systems, Georgia Association of Public Pension Trustees, Michigan Association of Public Retirement Systems, Illinois Public Pension Fund Association, and the Pennsylvania Association of County Controllers, among others.

Mr. Broggi is admitted to practice in New York and Pennsylvania.

DEBORAH CLARK-WEINTRAUB is a partner in the firm's New York office. Ms. Weintraub graduated from St. John's University, Queens, New York (B.A., summa cum laude, 1981; President's Award in recognition of achieving highest GPA among graduates of St. John's College of Liberal Arts and Science) and Hofstra Law School in Hempstead, New York (J.D., with distinction, 1986). While in law school, Ms. Weintraub was a member and research editor of the Hofstra Law Review. Following her graduation from Hofstra Law School, Ms. Weintraub served as a law clerk to the Honorable Jacob Mishler, United States District Judge for the Eastern District of New York (1986-1987). Ms. Weintrab is a member of the New York bar.

Ms. Weintraub has extensive experience in all types of class action litigation. She is currently representing investors in mortgage-backed securities (MBS) in litigation against trustees of MBS trusts sponsored by Countrywide, WaMu, and Bear Stearns asserting claims for violations of the Trust Indenture Act of 1939 and breach of contract in connection with the trustees' failures to discharge their statutory and contractual duties under the trusts' governing agreements to enforce the trusts' rights to require repurchase of mortgage loans in the trusts that breached representations and warranties.

Ms. Weintraub also currently represents a certified class of participants and beneficiaries in two 401(k) Plans of General Motors Corporation in an action against State Street Bank and Trust Company, the independent fiduciary and investment manager for the General Motors Corporation $1 2/3 Par Value Common Stock Fund held in the Plans, for violating its fiduciary duty to Plan participants under ERISA in failing to divest the Plans' holdings of GM stock in the GM Common Stock Fund when it had become an imprudent investment to hold in the Plans.

Ms. Weintraub is also currently representing certified classes in two significant consumer cases. In *Huyer v. Wells Fargo & Co.*, No. 4:08–CV–00507 (S.D. Iowa), Ms. Weintraub represents multiple, certified classes of borrowers in an action against Wells Fargo & Co. and Wells Fargo

Bank, NA, in an action asserting claims for violation of the Racketeer Influenced & Corrupt Organizations Act and California's Unfair Competition Law in connection with Wells Fargo's assessment of charges for repeated property inspection fees to delinquent borrowers. Ms. Weintraub is also co-lead counsel for the certified class of consumers in *In re Glaceau Vitaminwater Marketing and Sales Practice Litig.*, No. 11–md–2215, seeking injunctive relief for violations of California and New York deceptive trade practice statutes in connection with the marketing of Vitaminwater.

Ms. Weintraub has extensive securities class action experience and has acted as plaintiffs' co-lead counsel in numerous cases that have obtained substantial recoveries for defrauded investors. Ms. Weintraub was one of the lead counsel in In re Oxford Health Plans, Inc. Securities Litigation, MDL No. 1222 (S.D.N.Y.), in which a cash settlement of $300 million was obtained on the eve of trial after more than five years of litigation. At the time, the $300 million cash recovery was one of the largest recoveries ever achieved in a securities class action. The Honorable Charles L. Brieant, Jr., who presided over this case described it as "perhaps the most heavily defended, ardently pursued defense of a similar case that I can recall." Ms. Weintraub also served plaintiffs' co-lead counsel in *In re CVS Corporation Securities Litigation*, No. 01-11464 (D. Mass.), in which a cash settlement of $110 million was obtained for investors. Following the settlement in March 2006, CVS disclosed that the SEC had opened an inquiry into the manner in which CVS had accounted for a barter transaction, a subject of the class action suit, and that independent counsel to the firm's audit committee had concluded in December 2005 that various aspects of the company's accounting for the transaction were incorrect, leading to the resignations of the company's controller and treasurer.

Ms. Weintraub is the co-author of "Gender Bias and the Treatment of Women as Advocates," Women in Law (1998), and the "Dissenting Introduction" defending the merits of securities class action litigation contained in the 1994 monograph "Securities Class Actions: Abuses and Remedies," published by the National Legal Center for the Public Interest. She is a member of the Association of the Bar of the City of New York.

WILLIAM C. FREDERICKS is a partner in the firm's New York office. Mr. Fredericks holds a B.A. (with high honors) from Swarthmore College (Pa.), an M. Litt. in International Relations from Oxford University (England), and a J.D. from Columbia University Law School (N.Y.). At Columbia, Mr. Fredericks was also a three-time Harlan Fiske Stone Scholar, a Columbia University International Fellow, and the winner of the law school'S Beck Prize (property law), Toppan Prize (advanced constitutional law), Greenbaum Prize (written advocacy), and Dewey Prize (oral advocacy).

After clerking for the Hon. Robert S. Gawthrop III (E.D. Pa.), Mr. Fredericks spent seven years practicing securities and complex commercial litigation at Simpson Thacher & Bartlett LLP and Willkie Farr & Gallagher LLP in New York before moving to the plaintiffs' side of the bar in 1996. Since 1996, Mr. Fredericks has represented investors as a lead or co-lead plaintiff in dozens of securities class actions, including *In re Wachovia Preferred Securities and Bond/Notes Litig.*, No. 09-cv-6351 (S.D.N.Y.) (total settlements of $627 million, reflecting the largest recovery ever in a pure Securities Act case not involving any parallel government fraud claims); *In re Rite Aid Securities Litig.*, 99-cv-1349 (E.D. Pa.) (total settlements of $323 million,

including the then-second largest securities fraud settlement ever against a Big Four accounting firm); *In re Sears Roebuck & Co. Sec. Litig*., No. 02-cv-07527 (N.D. Ill.) ($215 million settlement, representing the largest §10(b) class action recovery ever not involving either a financial restatement or parallel government fraud claims); *In re State Street ERISA Litig*., No. 07-cv-8488 (S.D.N.Y.) (one of the largest ERISA class settlements to date) and *Irvine v. Imclone Systems, Inc*., No. 02-cv-0109 (S.D.N.Y.) ($75 million settlement). Mr. Fredericks also played a lead role on the team that obtained a rare 9-0 decision for securities fraud plaintiffs in the U.S. Supreme Court in *Merck & Co., Inc. v. Reynolds*, No. 08-905, and has coauthored several amicus briefs in other Supreme Court cases involving securities issues (including the recent Halliburton and Amgen cases).

Mr. Fredericks is currently recognized in the 2012-13 edition of "America's Best Lawyers" in the field of commercial litigation, and is a frequent panelist on securities litigation programs sponsored by various organizations, including the Practising Law Institute (PLI) and the American Law Institute/American Bar Association (ALI/ABA). He is also a member of the New York City Bar Association (former chair, Committee on Military Affairs and Justice), the Federal Bar Council and the American Bar Association.

DARYL F. SCOTT graduated in 1981 from Vanderbilt University with a Bachelor of Arts in Economics. He received his Juris Doctorate from Creighton University School of Law in 1984, and a Masters of Taxation from Georgetown University Law Center in 1986. Mr. Scott is a partner involved in complex securities litigation at Scott+Scott. In addition to his work with the firm, Mr. Scott has specialized in private foundation and ERISA law. He was also formerly an executive officer of a private equity firm that held a majority interest in a number of significant corporations. Mr. Scott is admitted to the Supreme Court of Virginia and a member of the Virginia Bar Association and the Connecticut Bar Association.

MARIA K. TOUGAS is a graduate of Bowdoin College (B.A., *magna cum laude*, 1985) and Western New England College School of Law (J.D., 1989), where she was a member of the National Moot Court Team. Ms. Tougas' experience includes state and federal court civil litigation, consumer class action litigation, employment law, probate law, commercial litigation, and creditors' rights. At Scott+Scott, Ms. Tougas is actively engaged in complex civil litigation, including wrongful death and wrongful termination cases, and consumer class action litigation, including hip and knee replacement multidistrict litigation. She is admitted to practice in Connecticut, as well as the U.S. Court of Appeals for the Second Circuit. Ms. Tougas currently volunteers as a "judge" for Civics First, an organization that sponsors high school and middle school mock trial competitions throughout Connecticut and regularly speaks on legal topics for church and youth organizations.

DEIRDRE DEVANEY is a graduate of New York University (B.A., *cum laude*, 1990) and the University of Connecticut School of Law (J.D., with honors, 1998) where she was the managing editor of the Connecticut Journal of International Law. Ms. Devaney's experience includes commercial and probate litigation, as well as trusts and estates. Currently, Ms. Devaney's practice areas include commercial and securities litigation, including: *In re Priceline.com, Inc. Securities Litigation*, among others. Ms. Devaney is admitted to practice in Connecticut, New York, and the United States District Court for the District of Connecticut.

SYLVIA SOKOL is a partner at in the firm's New York office, focusing on antitrust litigation. She has represented clients in numerous industries, including financial services, media, consumer products, and agriculture.

She is a 1998 graduate of the New York University School of Law (*cum laude*), and did her undergraduate studies at the University of British Columbia, where she majored in Political Science.

Ms. Sokol was named a "Super Lawyer" in 2011, 2012, and 2014, Super Lawyers Northern California Edition.

After law school, Ms. Sokol was awarded a Soros Justice Fellowship to serve a year in the Capital Habeas Unit of the Federal Public Defender's Office. She then served as a judicial law clerk to The Honorable Warren J. Ferguson, United States Court of Appeals for the Ninth Circuit, before spending several years working at Morrison & Foerster LLP.

Ms. Sokol is admitted to practice in California and the District of Columbia. She is also admitted to the Northern, Southern, and Eastern Districts of California, as well as the United States Supreme Court.

Ms. Sokol is an active member of the American Bar Association's Section of Antitrust Law.

She is bilingual in English and French, and holds French, Canadian, and United States citizenships.

AMANDA F. LAWRENCE is a partner in the firm's Connecticut office. Ms. Lawrence is a graduate of Dartmouth College (B.A., *cum laude*, 1998) and Yale Law School (J.D., 2002). During law school, Ms. Lawrence worked for large firms in Washington, D.C., New York, and Cleveland. After graduating from Yale, she worked in-house at a tax lien securitization company and for several years at a large Hartford-based law firm.

At Scott+Scott, Ms. Lawrence is actively is engaged in the firm's complex securities, corporate governance, consumer, and antitrust litigation. She has worked on several cases that have resulted in substantial settlements including: *In re Aetna UCR Rates Litigation*, MDL No. 2020 (D.N.J.) ($120 million settlement pending); *Rubenstein v. Oilsands Quest Inc.*, No. 11-1288 (S.D.N.Y.) (securities settlement of $10.235 million); *Boilermakers National Annuity Trust Fund v. WaMu Mortgage Pass-Through Certificates*, No. 09-cv-00037 (W.D. Wash.) ($26 million securities class action settlement); and *In re TETRA Technologies, Inc. Securities Litig.,* No. 4:07-cv-00965 (S.D. Tex.) ($8.25 million securities class action settlement).

Ms. Lawrence has taught Trial Practice at the University of Connecticut School of Law and is very actively involved in her community, particularly in recreational organizations and events. A five-time NCAA National Champion cyclist who raced throughout the United States, Europe, Bermuda, and Pakistan, Ms. Lawrence is now an avid endurance athlete. She has competed in dozens of marathons, including the New York Marathon and the Boston Marathon, and in 11

full-distance ironman competitions – three of which were at the Ironman World Championships in Kona, Hawaii. She is licensed to practice in Connecticut and the Southern District of New York.

ERIN GREEN COMITE is a partner in the firm's Connecticut office. Ms. Comite is a graduate of Dartmouth College (B.A., *magna cum laude*, 1994) and the University of Washington School of Law (J.D., 2002). Ms. Comite litigates complex class actions throughout the United States, representing the rights of shareholders, employees, consumers, and other individuals harmed by corporate misrepresentation and malfeasance. Since joining Scott+Scott in 2002, she has litigated such cases as *In re Priceline.com Securities Litigation* ($80 million settlement); *Schnall v. Annuity and Life Re (Holdings) Ltd.* ($27 million settlement); and *In re Qwest Communications International, Inc*. (settlement obtaining $25 million for the company and achieving corporate governance reforms aimed at ensuring board independence). Currently, she is one of the court-appointed lead counsel in *In re Monsanto Company Genetically-Engineered Wheat Litigation*, MDL No. 2473 (D. Kan.), and is prosecuting or has recently prosecuted actions against defendants such as Apple Bank for Savings; Banco Popular, N.A.; Cargill, Inc.; The Estée Lauder Companies, Inc.; Ferrero USA, Inc.; L'Oreal USA, Inc.; Merisant Company; Merrill, Lynch, Pierce, Fenner & Smith, Inc.; NCO Financial Systems, Inc.; Nestlé USA, Inc.; and PepsiCo, Inc.

While Ms. Comite is experienced in all aspects of complex pre-trial litigation, she is particularly accomplished in achieving favorable results in discovery disputes. In *Hohider v. United Parcel Service, Inc.*, Ms. Comite spearheaded a nearly year-long investigation into every facet of UPS's preservation methods, requiring intensive, full-time efforts by a team of attorneys and paralegals well beyond that required in the normal course of pre-trial litigation. Ms. Comite assisted in devising the plan of investigation in weekly conference calls with the Special Master, coordinated the review of over 30,000 documents that uncovered a blatant trail of deception and prepared dozens of briefs to describe the spoliation and its ramifications on the case to the Special Master. In reaction to UPS's flagrant discovery abuses brought to light through the investigation, the Court conditioned the parties' settlement of the three individual ADA case on UPS adopting and implementing preservation practices that passed the approval of the Special Master.

Ms. Comite also is active in the firm's appellate practice. Recent successes include achieving a Ninth Circuit reversal of a district court's dismissal of consumers' claims concerning Nestlé's Juicy Juice Brain Development Beverage, which the plaintiffs alleged was deceptively marketed as having the ability to improve young children's cognitive development with minute quantities of the Omega-3 fatty acid, DHA. *Chavez v. Nestle USA, Inc*., 511 F. App'x 606 (9th Cir. 2013). Prior to entering law school, Ms. Comite served in the White House as Assistant to the Special Counsel to President Clinton. In that capacity, she handled matters related to the White House's response to investigations, including four independent counsel investigations, a Justice Department task force investigation, two major oversight investigations by the House of Representatives and the Senate, and several other congressional oversight investigations.

Ms. Comite's volunteer activities have included assisting immigrant women, as survivors of domestic violence, with temporary residency applications as well as counseling sexual assault

survivors. Currently, Ms. Comite supports Connecticut Children's Medical Center and March of Dimes/March for Babies.

Ms. Comite is licensed to practice in the State of Connecticut and is admitted to practice in the U.S. District Court for the District of Connecticut and the Southern District of New York and the U.S. Court of Appeals for the Second, Third, Ninth and Eleventh Circuits.

KRISTEN M. ANDERSON is a partner in the firm's San Diego office. Ms. Anderson's practice focuses on complex and class action litigation with an emphasis on antitrust matters, including the following representative cases: *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y) ($7.25 billion recovery) and *In re Currency Conversion Fee Antitrust Litigation*, MDL No. 1409 (S.D.N.Y.) ($336 million recovery).

A substantial portion of Ms. Anderson's practice is devoted to antitrust cases within the financial services industry. Ms. Anderson represents pension funds and individual investors in *Dahl v. Bain Capital Partners, LLC*, No. 07-cv-12388 (D. Mass.), an antitrust action alleging collusion in the buyouts of large publicly traded companies by private equity firms. Ms. Anderson also represents plaintiff-investors in *In re Foreign Exchange Benchmark Rates Antitrust Litigation*, No. 13-cv-7789 (S.D.N.Y.), challenging foreign-exchange market manipulation by many global financial institutions. Ms. Anderson served on the trial team representing certified classes of cardholders in antitrust cases challenging class action-banning arbitration clauses in credit card agreements as restraints of trade in *Ross v. Bank of America N.A.*, No. 05-cv-7116, MDL No. 1409 (S.D.N.Y.) and *Ross v. American Express Co.*, No. 04-cv-5723, MDL No. 1409 (S.D.N.Y).

Ms. Anderson is an active member of the American Bar Association's Antitrust Section. She currently serves as Vice Chair of the Antitrust Section's Books & Treatises Committee. She was also a contributing author to the Antitrust Section's *Antitrust Discovery Handbook* (2d ed.), *Joint Venture Handbook* (2d ed.), and the *2010 Annual Review of Antitrust Law Developments*. In addition, Ms. Anderson served as an editor for *The Woman Advocate* (2d ed.), published by the American Bar Association's Woman Advocate Committee.

Ms. Anderson is also an active member of the State Bar of California's Antitrust and Unfair Competition Law Section, authoring case updates for the Antitrust E-Brief and serving as an articles editor for *Competition: Journal of the Antitrust and Unfair Competition Section of the State Bar of California*.

Ms. Anderson is the Editor-in-Chief of MARKET+LITIGATION, Scott+Scott's monthly newsletter. She is also active in the firm's continuing legal education programs, speaking on e-discovery, evidence, and antitrust issues.

Ms. Anderson is a graduate of St. Louis University (B.A. Philosophy, *summa cum laude*, 2003) and the University of California, Hastings College of the Law (J.D. 2006). During law school, Ms. Anderson served as an extern at the U.S. Department of Justice, Antitrust Division, in San Francisco. While at Hastings, Ms. Anderson also served as an extern to Justice Kathryn Mickle

Werdegar of the Supreme Court of California and was the research assistant to Professor James R. McCall in the areas of antitrust and comparative antitrust law.

Ms. Anderson is admitted to practice by the Supreme Court of California and all California United States District Courts.

THOMAS LAUGHLIN is a partner in the firm's New York office. Mr. Laughlin is a graduate of Yale University (B.A. History, *cum laude*, 2001) and New York University School of Law (J.D., *cum laude*, 2005). After graduating from law school, Mr. Laughlin clerked for the Honorable Irma E. Gonzalez, United States District Court Judge for the Southern District of California.

Mr. Laughlin's practice focuses on securities class action, shareholder derivative, ERISA and other complex commercial litigation. While at Scott+Scott, Mr. Laughlin has worked on several cases that have achieved notable victories, including *Cornwell v. Credit Suisse,* No. 08-3758 (S.D.N.Y.) (securities settlement of $70 million), *Rubenstein v. Oilsands Quest Inc.*, No. 11-1288 (S.D.N.Y.) (securities settlement of $10.235 million) *Plymouth County Contributory Ret. Sys. v. Hassan,* No. 08-1022 (D.N.J.) (corporate governance reform); *Garcia v. Carrion,* No. 09-1507 (D.P.R.) (corporate governance reform). Mr. Laughlin is a member of the New York bar and is admitted to practice in the Southern District of New York and the Eastern District of New York.

Mr. Laughlin also has significant appellate experience, having represented clients in connection with several appellate victories, including *Cottrell v. Duke,* 737 F.3d 1238 (8th Cir. 2013); *Westmoreland County Employee Retirement System v. Parkinson,* 727 F.3d 719 (7th Cir. 2013); *Pfeil v. State Street Bank and Trust Co.,* 671 F.3d 585 (6th Cir. 2012); and *King v. VeriFone Holdings, Inc*., 12 A.3d 1140 (Del. Supr. 2011).

MAX SCHWARTZ is a partner in the firm's New York office. Mr. Schwartz focuses on antitrust and securities matters, and is experienced in all aspects of complex commercial disputes. He has litigated in federal and state courts, including arguing before several appellate courts, and practiced before the Federal Trade Commission and the U.S. Department of Justice, Antitrust Division. His cases often involve the financial industry, ranging from leveraged-buyouts to structured finance and commodities. He also has significant experience with cases involving healthcare and information technology.

At Scott+Scott, Mr. Schwartz has worked on several cases that have set important precedents regarding mortgage-backed securities and successfully argued or briefed dispositive motions in all of them. Those cases include *Retirement Board of the Policemen's Annuity and Benefit Fund of the City of Chicago v. Bank of New York Mellon*, 1:11-cv-05459 (S.D.N.Y.); *Oklahoma Police Pension and Retirement System v. U.S. Bank National Association*, 1:11-cv-08066 (S.D.N.Y.); *Policemen's Annuity and Benefit Fund of the City of Chicago v. Bank of America*, *NA*, 1:12-cv-02865 (S.D.N.Y.). In addition, he has worked on such antitrust cases as *Dahl v. Bain Capital Partners, LLC*, 1:07-cv-12388 (D. Mass.), which involves a conspiracy among the largest private equity firms in the country, where he helped defeat a motion for summary judgment.

Mr. Schwartz has also represented numerous pro bono clients, including before the United States Supreme Court, and has received an award from the Legal Aid Society for the results he helped achieve.

Prior to joining Scott+Scott, Mr. Schwartz practiced at a leading international law firm. He earned his B.A. from Columbia College, *cum laude*, and his J.D. from New York University School of Law. He is a member of the American Bar Association as well as the New York City Bar Association and is admitted to practice in New York State and the Southern District of New York.

DAVID H. GOLDBERGER has experience in a wide variety of cases spanning the breadth of the firm's practice expertise. Currently, Mr. Goldberger's practice is primarily focused antitrust cases, including: *Kleen Products LLC v. Packaging Corporation of America*, No. 10-cv-5711 (N.D. Ill.) and *Mylan Pharmaceuticals Inc. v. Warner Chilcott Public Ltd. Co.*, No. 12-cv-3824 (E.D. Pa.). Mr. Goldberger has also been active in the firm's securities fraud and ERISA practice, including *In re: Priceline.com Securities Litigation*, 03-cv-1884 (D. Conn.) ($80 million settlement), *Alaska Electrical Pension Fund v. Pharmacia Corporation*, No. 03-1519 (D.N.J.) ($164 million settlement), and *In re: General Motors ERISA Litigation*, No. 05-71085 (E.D. Mich.) (resulting in significant enhancements to retirement plan administration in addition to $37.5 settlement for plan participants).

Mr. Goldberger is also a member of the firm's institutional investor relations staff, providing the firm's many institutional clients with assistance in various matters pertaining to their involvement in complex civil litigation.

Mr. Goldberger graduated from the University of Colorado (B.A., 1999) and California Western School of Law (J.D., 2002). Mr. Goldberger is a native of San Diego and is admitted to practice by the Supreme Court of the State of California and in all California United States District Courts.

HAL CUNNINGHAM is a graduate of Murray State (B.S. Biological Chemistry) and the University of San Diego School of Law. Prior to joining Scott+Scott, Mr. Cunningham was engaged in research and development in the chemical and pharmaceutical industries.

Mr. Cunningham's practice focuses on securities class action, shareholder derivative, and consumer litigation. While at Scott+Scott, Mr. Cunningham has worked on several cases that have achieved notable results, including *In re Washington Mutual Mortgage Backed Securities Litigation*, No. C09-0037 (W.D. Wash.) (securities settlement of $26 million). Mr. Cunningham is also involved in the Firm's securities lead plaintiff motion practice, having briefed several successful lead plaintiff applications for the firm's institutional and individual clients.

Mr. Cunningham is a regular contributor to and editor of Scott+Scott's monthly newsletter, MARKET+LITIGATION.

Mr. Cunningham is admitted to practice in California.

STEPHEN TETI's practice focuses on securities class action litigation, shareholder derivative lawsuits and corporate governance, ERISA litigation, and consumer litigation. While at Scott+Scott, Mr. Teti has worked on several cases that have achieved notable results, including *Rubenstein v. Oilsands Quest Inc.*, No. 11-cv-288 (S.D.N.Y.) (securities settlement of $10.235 million) and *Plymouth County Contributory Ret. Sys. v. Hassan*, No. 08-cv-1022 (D.N.J.) (corporate governance reform). Mr. Teti also practices in Scott+Scott's appellate group, achieving victories in *Cottrell v. Duke*, 737 F.3d 1238 (8th Cir. 2013), *Westmoreland County Employee Retirement System v. Parkinson*, 737 F.3d 719 (7th Cir. 2013), and *Chavez v. Nestlé USA, Inc.*, 511 Fed. Appx. 606 (9th Cir. 2013).

Mr. Teti graduated from Fairfield University (B.A., *cum laude*, 2007) and the Quinnipiac University School of Law (J.D., *magna cum laude*, 2010). He is a member of the Connecticut Bar. During law school, Mr. Teti served as Publications Editor on the *Quinnipiac Law Review*. Further, he worked as an intern in the State of Connecticut Office of the Attorney General, a judicial extern to the Honorable Stefan R. Underhill in the United States District Court for the District of Connecticut, and a legislative extern to the Judiciary Committee of the Connecticut General Assembly. Prior to joining Scott+Scott, Mr. Teti clerked for the judges of the Connecticut Superior Court.

Mr. Teti is a regular contributor to and editor of Scott+Scott's monthly newsletter, MARKET+LITIGATION, and he volunteers on his local Youth Services Advisory Board.

JOHN JASNOCH's practice areas include securities and antitrust class actions, shareholder derivative actions, and other complex litigation. Mr. Jasnoch represented plaintiffs in *In re Washington Mutual Mortgage-Backed Securities Litigation,* Case No. 2:09-cv-00037 (W.D. Washington), a case that was litigated through summary judgment and settled on the eve of trial for $26 million. Mr. Jasnoch was also one of the lead attorneys that secured a $7.68 million settlement in *In re Pacific Biosciences Securities Litigation,* Case No. CIV509210 (San Mateo County, California). Other cases Mr. Jasnoch has worked on that have achieved notable results include: *West Palm Beach Police Pension Fund v. Cardionet, Inc.*, Case No. 37-2010-00086836-CU-SL-CTL (San Diego County, California) ($7.25 million settlement), *Hodges v. Akeena Solar,* 09-cv-2147 (N.D. Cal.) ($4.77 million settlement), *Plymouth County Contributory Ret. Sys. v. Hassan*, No. 08-1022 (D.N.J.) (corporate governance reform), and *In re HQ Sustainable Maritime Industries, Inc., Derivative Litigation*, Case No. 11-2-16742-9 (King County, Washington) ($2.75 million settlement).

Mr. Jasnoch is also involved in the firm's healthcare practice group, currently representing institutional investors in *In re DaVita Healthcare Partners, Inc. Derivative Litigation,* Case No. 12-cv-2074 (D. Co.) and *City of Omaha Police and Fire Pension Fund v. LHC Group*, Case No. 12-cv-1609 (W.D. La.).

As an active member of the Consumer Attorneys of California, Mr. Jasnoch has prepared and submitted successful *amicus curie* briefs to the Ninth Circuit Court of Appeals, including on California's Anti-SLAPP law and consumer protection issues.

Mr. Jasnoch graduated *cum laude* from Creighton University with a Bachelor of Arts in Political Science in 2007. He received his Juris Doctorate from The University of Nebraska College of Law in 2011 and is a member of the California Bar.

MICHAEL G. BURNETT is a graduate of Creighton University (B.A., 1981) and Creighton University School of Law (J.D., 1984). Mr. Burnett practices complex securities litigation at the firm where he consults with the firm's institutional clients on corporate fraud in the securities markets as well as corporate governance issues. In addition to his work with the firm, Mr. Burnett has specialized in intellectual property and related law. Mr. Burnett is admitted to the Nebraska Supreme Court and United States District Court, District of Nebraska. He is a member of the Nebraska Bar Association.

RYAN WAGENLEITNER's practice focuses on complex litigation with an emphasis on securities matters. Representative matters include *Boilermakers National Annuity Trust Fund v. WaMu Mortgage Pass Through Certificates*, Case No. 2:09-cv-00037 (W.D. Wash.); *Retirement Board of The Policemen's Annuity and Benefit Fund of the City of Chicago v. The Bank of New York Mellon*, Case No. 1:11-cv-05459-WHP (S.D.N.Y.); and *Policemen's Annuity and Benefit Fund of the City of Chicago v. Bank of America, NA*, Case No 1:12-cv-02865 (S.D.N.Y.).

Mr. Wagenleitner graduated from California State University, Fresno (B.S., Business Administration, *magna cum laude*, 2000), California Western School of Law (J.D., *cum laude*, 2008), and New York University School of Law (LL.M., Taxation, 2009). Following his undergraduate degree, Mr. Wagenleitner began his career at PricewaterhouseCoopers, LLP where he worked as a tax consultant. While obtaining his law degree, Mr. Wagenleitner worked as a summer extern for the Honorable Robert N. Kwan, United States Bankruptcy Court for the Central District of California in Santa Ana, California. Mr. Wagenleitner is admitted to practice in California.

ANDREA FARAH's practice focuses on securities, shareholder derivative actions, consumer rights, and other complex litigation. Ms. Farah graduated *summa cum laude* from the University of North Florida with a Bachelor of Arts in Psychology in 2009. She received her Juris Doctorate, *cum laude*, in 2013 and a Master in Business Administration in 2013 from Quinnipiac University School of Law. During law school, Ms. Farah worked as an intern in the Connecticut State's Attorneys Office for the Judicial District of New Haven, Connecticut. Ms. Farah is admitted to practice in New York.

JOSEPH D. COHEN graduated from the University of Rhode Island (B.A. 1986), Case Western Reserve University School of Law (J.D. 1989) and New York University School of Law (LL.M., Corporate Law, 1990). Mr. Cohen represents plaintiffs in complex litigation in federal and state courts throughout the country. He has successfully prosecuted numerous securities fraud, consumer fraud, and constitutional law cases. Among the cases in which Mr. Cohen has taken a lead role are: *Jordan v. California Department of Motor Vehicles*, 100 Cal. App. 4th 431 (2002) (complex action in which the California Court of Appeal held that California's Non-Resident Vehicle $300 Smog Impact Fee violated the Commerce Clause of the United States Constitution, paving the way for the creation of a $665 million fund and full refunds, with interest, to 1.7 million motorists); *In re Geodyne Resources, Inc. Sec. Litig.* (Harris Cty. Tex.)

(settlement of securities fraud class action, including related litigation, totaling over $200 million); *In re Community Psychiatric Centers Sec. Litig*. (C.D. Cal.) (settlement of $55.5 million was obtained from the company and its auditors, Ernst & Young, LLP); *In re McLeodUSA Inc., Sec. Litig*., No. C02-0001 (N.D. Iowa) ($30 million settlement); *In re Arakis Energy Corp. Sec. Litig*., No. 95 cv 3431 (E.D.N.Y.) ($24 million settlement); *In re Metris Companies, Inc., Sec. Litig*., No. 02-cv-3677 (D. Minn.) ($7.5 million settlement); and *In re Landry's Seafood Restaurants, Inc. Sec. Litig*., No. H-99-1948 (S.D. Tex.) ($6 million settlement).

Mr. Cohen has also co-authored the following articles: "Mitsubishi and Shearson: A Misplaced Trust in Arbitration," *New England Business Law Journal*, May 1990; "The Effects of Tax Reform on Golden Parachutes," *North Atlantic Regional Business Law Review*, August 1988; and "Dual Class Common Stock and Its Effect on Shareholders and Legislators," American Business Law Association National Proceedings (Refereed Proceedings), August 1988.

Mr. Cohen is a member of the California, Rhode Island, and District of Columbia Bars.

ANNE L. BOX's practice focuses on complex litigation with an emphasis on antitrust, securities, and derivative matters, including representative cases *Mylan Pharmaceuticals, Inc. v. Warner Chilcott Public Limited Company*, No. 12-3824 (E.D. Pa.); *City of Omaha Police & Fire Retirement System v. LHC Group, Inc. and Keith G. Myers*, 12-cv-1609 (W.D. La.); *Retirement Board of The Policemen's Annuity and Benefit Fund of the City of Chicago v. The Bank of New York Mellon*, No. 11-cv-5459 (S.D.N.Y.); *In re Washington Mutual Mortgage-Backed Securities Litigation*, No. 09-cv-0037 (W.D. Wa.); and *In re Pacific Biosciences Securities Litigation*, CIV509210 (San Mateo Super. Ct.).

In 1991, Ms. Box became an Assistant District Attorney in Tarrant County Texas where she tried over 100 jury trial to verdict and was elevated to Chief Felony Prosecutor in 1998. In 2008, Ms. Box was named as one of the Top Women Litigators in the state of California. Prior to joining Scott+Scott, Ms. Box spent seven years practicing at a large class action law firm where she litigated *Enron Corporation Securities Litigation*, No. H-01-3624 (S.D. Tex.), which resulted in a settlement of $7.2 billion for the class; *In re UnitedHealth Group PSLRA Litigation*, 06-cv-1691 (D. Minn.), which resulted in a settlement of $925 million for the class; and *Abu Dhabi Commercial Bank v. Morgan Stanley & Co.*, No. 08-cv-7508 (S.D.N.Y.).

Ms. Box graduated from the University of Tulsa with a Bachelor of Science degree in Economics and then a Juris Doctor degree. While in law she was the Articles Editor for the *Energy Law Journal* and won the scribes award for her article *Mississippi's Ratable-Take Rule Preempted: Transcontinental Gas Pipeline Corp. v. State Oil and Gas Bd.*

Ms. Box is admitted to practice in the state of California as well as Texas and is admitted to practice in the Southern District of Texas, the District of Colorado, all California United States District Courts, and the Ninth Circuit Court of Appeals.

GARY D. FOSTER's main practice areas include antitrust, securities, and complex litigation, which includes such cases as *Dahl v. Bain Capital Partners, LLC*, No. 1:07-cv-12388 (D. Mass.)

and *Mylan Pharmaceuticals, Inc. v. Warner Chilcott Public Ltd. Co.*, No. 2:12-cv-03824 (E.D. Pa.). Mr. Foster is a member of the West Virginia State Bar.

Mr. Foster is a graduate of West Virginia Wesleyan College (B.S., Biology, *cum laude*, 1999) and of the West Virginia University College of Law (J.D., 2002), where he earned a position on the Moot Court Board and Lugar Trial Association. During law school, Mr. Foster served as a law clerk for the West Virginia Supreme Court of Appeals, after which he assumed a full-time term position as a law clerk for the Hon. Thomas C. Evans, III, of the Fifth Circuit Court of West Virginia.

STEPHANIE HACKETT primarily practices in the areas of securities and antitrust class action litigation and shareholder derivative lawsuits, including *Dahl v. Bain Capital Partners, LLC, No. 1:07-cv-12388 (D. Mass.)* and *Mylan Pharmaceuticals, Inc. v. Warner Chilcott Public Ltd. Co.*, No. 12-3824 (E.D. Pa.). As a part of her *pro bono* work, Ms. Hackett has worked with the San Diego Volunteer Lawyer Program, providing assistance to immigrant victims of domestic violence, and the ABA Immigration Justice Project, where she successfully obtained a grant of asylum.

Ms. Hackett is a graduate of the University of Iowa (B.S. Political Science, International Business Certificate, 2001) and of the University of Iowa College of Law (J.D., with distinction, 2005), where she was a recipient of the Willard L. Boyd Public Service Distinction award. While obtaining her law degree, Ms. Hackett worked as a judicial extern for the Honorable Celeste F. Bremer, United States District Court for the Southern District of Iowa. Ms. Hackett is admitted to practice in California.

JOSEPH A. PETTIGREW's practice areas include securities, antitrust, shareholder derivative litigation, and other complex litigation, including work on the following cases: *Dahl v. Bain Capital Partners, LLC*, No. 07-cv-12388 (D. Mass.); *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL 1720 (E.D.N.Y); and *Marvin H. Maurras Revocable Trust v. Bronfman*, 12-cv-3395 (N.D. Ill.).

Mr. Pettigrew graduated from Carleton College (B.A., Art History, *cum laude*, 1998) and from the University of San Diego School of Law (J.D., 2004). Mr. Pettigrew has served on the board and as legal counsel to several nonprofit arts organizations.

Mr. Pettigrew is admitted to practice in California.

TROY TERPENING's practice centers on securities class action litigation, shareholder derivative lawsuits, corporate governance, and consumer litigation. In addition, Mr. Terpening is actively engaged in a number of healthcare cases, including *In re Aetna UCR Rates Litigation*, MDL No. 2020 (D.N.J.) ($120 million settlement pending) and *In re WellPoint, Inc. Out-of Network "UCR" Rates Litigation*, MDL No. 2074 (C.D. Cal.). Prior to joining Scott+Scott, Mr. Terpening worked in-house for both venture capital and large financial institutions. He is a member of the California Bar.

Mr. Terpening is a graduate of San Diego State University (B.A., 1998) and California Western School of Law (J.D., 2001). While in law school, Mr. Terpening served as President of the Association of Trial Lawyers of America (ATLA) Student Chapter and was selected for two consecutive years to represent his school on the Advocacy Honor's Board negotiation team in American Bar Association national negotiation competitions.

Mr. Terpening has taught Legal Research and Writing at the University of San Diego and Business Law at San Diego Mesa College. He frequently speaks at seminars throughout California, Washington, and Nevada concerning real estate transactions, finance, and taxation.

Mr. Terpening is actively involved in his community and currently serves on the Board of the Clairemont Town Council. He also regularly volunteers with the Legal Aid Society where he trains students in mediation techniques so they can help resolve disputes within their respective schools.

EDWARD SIGNAIGO's main areas of practice are antitrust, consumer, and securities litigation. Representative matters include *Kleen Products LLC v. Packaging Corp. of America*, Civil Action No. 1:10-cv-5711 (N.D. Ill.), *In re Domestic Drywall Antitrust Litigation*, No. 13-MDL-2437 (E.D. Pa.), *Mylan Pharmaceuticals, Inc. v. Warner Chilcott Public Limited Co.*, Civil Action No. 12-3824 (E.D. Pa.), *In re WellPoint UCR Out-of-Network "UCR" Rates Litigation*, MDL No. 2074 (C.D. Cal.), and *City of Austin Police Retirement System v. Kinross Gold Corp.*, No. 12-cv-1203 (S.D.N.Y.). Prior to joining Scott+Scott, Mr. Signaigo practiced at one of San Diego's premier personal injury firms.

Mr. Signaigo graduated from the University of San Diego (B.A., *magna cum laude*, 2006) and Santa Clara University School of Law (J.D., 2009). During law school, Mr. Signaigo was an editor on the Santa Clara University School of Law Computer & High Tech Law Journal and studied abroad at the University of Oxford and the International Crime Tribunal for the Former Yugoslavia. He is a member of the California Bar.

JENNIFER J. SCOTT primarily practices in the area of antitrust and other complex litigation, including work on the following cases: *Dahl v. Bain Capital Partners, LLC*, No. 07-cv-12388 (D. Mass), *Kleen Products LLC v Packaging Corp. of America*, No. 1:10-cv-5711 (N.D. Ill.), and *Mylan Pharmaceuticals, Inc. v. Warner Chilcott Public Limited Co.*, No. 12-3824 (E.D. Pa.).

Ms. Scott graduated from San Diego State University (B.A., *cum laude*, Psychology, 2007) and from the University of San Diego School of Law (J.D., 2011) where she was a contributing writer to the *California Regulatory Law Reporter*, a judicial intern at the Equal Employment Opportunity Commission, and in-house intern at the Department of the Navy, Office of General Counsel. Ms. Scott serves on the board of a literacy nonprofit organization.
Ms. Scott is admitted to practice in California.

JOSEPH HALLORAN primarily practices in the areas of antitrust, securities, shareholder derivative actions, and other complex litigation. He is a member of the American Bar Association's Section of Antitrust Law and the State Bar of California's Antitrust and Unfair Competition Law Section. Mr. Halloran graduated from Boston University (B.B.A., *magna cum*

laude, 2008) and the University of San Diego School of Law (J.D., 2012). During law school, Mr. Halloran worked at the California Department of Corporations and was a senior associate for USD's Climate & Energy Law Journal. He is admitted to practice in California.

ALICIA M. SIMINOU primarily practices in the area of antitrust and consumer class actions and other complex litigation, including work on the following cases: *In Re Skelaxin (Metaxalone) Antitrust Litigation*, No. 1:12-md-02343 (E.D. Tenn.), *Kleen Products LLC v Packaging Corp. of America*, No. 1:10-cv-5711 (N.D. Ill.), and *Murr v. Capital One Bank (USA), N.A.*, No. 1:13-cv-1091 (E.D. Va.).

Ms. Siminou is a graduate of the University of California, Riverside (B.A., Political Science) and of the University of San Diego School of Law (J.D., 2011). While obtaining her degrees, Ms. Siminou served as a judicial extern for the Honorable M. Margaret McKeown, United States Court of Appeals for the Ninth Circuit, clerked for the former State Bar President, Marc D. Adelman, and maintained a clerkship at a local civil litigation firm.

Ms. Siminou is admitted to practice in California.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

DENISE HOWERTON, ERIN CALDERON, and RUTH PASARELL, Individually and on Behalf of All Others Similarly Situated, Plaintiffs, vs. CARGILL, INC., Defendant.	Civil No. 13-00336 LEK-BMK **DECLARATION OF CLAYTON D. HALUNEN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and others similarly situated, Plaintiffs, vs. CARGILL, INC., Defendant.	Civil No. 14-cv-00218-LEK-BMK

I, Clayton D. Halunen, declare as follows:

1. I am a partner with Halunen & Associates, and a member in good standing of the bar of the State of Minnesota. I respectfully submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlment, and the Memorandum of Law in Support of Motion. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration, and could testify competently to them if called upon to do so.

I. INTRODUCTION

2. I am one of the lead attorneys representing Plaintiffs Molly Martin and Lauren Barry in this matter. Halunen & Associates ("Halunen") has been responsible for the prosecution of this Action and for the negotiation of the Proposed Settlement. Halunen has vigorously represented the interests of the Class Members throughout the course of the litigation and settlement negotiations.

3. The attorneys representing Plaintiffs and the proposed class performed extensive work identifying and investigating potential claims and drafting and filing the initial complaint and consolidated class complaint with this Court.

II. THE FILING OF COMPLAINTS, DISCOVERY, NEGOTIATION AND MEDIATION

A. The Filing of the Complaints and Pre-Litigation Investigation

4. On February 12, 2013, counsel for Plaintiff Martin served a complaint on Cargill styled *Martin v. Cargill, Inc.* in the Hennepin County, Minnesota, District Court, challenging the labeling of Cargill's Truvia Consumer Products.

5. On February 28, 2013, Plaintiff Martin voluntarily dismissed the action without prejudice to facilitate mediation of the dispute.

6. On March 1, 2013, counsel for Plaintiff Barry sent a letter and draft complaint to Cargill alleging that Cargill was in violation of the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq*. (the "CLRA"), in its labeling and marketing of the Truvia Consumer Products as "natural" and in its description of the stevia leaf extract and erythritol ingredients. In her draft proposed complaint, Plaintiff Barry sought damages and injunctive relief and proposed to represent herself and California and nationwide classes of Truvia Consumer Product purchasers.

7. My firm began investigating the facts underlying the allegations in the Complaint many months prior to service on Cargill. We reviewed and scrutinized the Truvia Consumer Products' labeling and advertising, conducted independent scientific research regarding the manufacturing process for the Truvia Consumer Products, and consulted with an expert to thoroughly understand the complex scientific issues involved in this Action.

B. Pre-Mediation Discovery and Analysis

8. Before attending mediation, my firm and Cargill conducted an extensive and thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the potential claims to determine the strength of both defenses and liability sought in this Action. During that time, my firm and Cargill discussed their respective defenses to claims and dispositive motions. We then agreed there were practical reasons for exploring the potential for early resolution of this matter.

During that time, my firm and Cargill discussed their respective defenses to claims and dispositive motions.

9. As a prerequisite to mediation, Plaintiffs Martin and Barry required Cargill to provide discovery regarding the labeling of the Truvia Consumer Products, including information concerning marketing, label design, product formulation, manufacturing processes for the product ingredients, profit and loss statements, information regarding Cargill's sales to grocery stores and other retailers, and Food and Drug Administration and other regulatory submissions.

10. Through pre-mediation discovery, we obtained a full understanding of the processing of the Truvia Consumer Products' ingredients, which Cargill used as a basis for its labeling.

11. My firm extensively investigated the ingredients in the Truvia Consumer Products, including the methods for producing Rebaudioside A and erythritol, as well as the use of dextrose derived from genetically modified corn as a feedstock in the erythritol production process.

12. In addition, we evaluated the various state consumer protection laws, as well as the legal landscape to determine the strength of the claims, the likelihood of success, and the parameters within which courts have assessed settlements similar to the instant proposed Settlement.

13. Prior to engaging in mediation, my firm and Cargill exchanged extensive correspondence and held numerous teleconferences to discuss the parameters for mediation.

III. THE PARTIES' SETTLEMENT NEGOTIATIONS WITH THE ASSISTANCE OF JUDGE JAMES ROSENBAUM

A. Protracted, Arm's-Length Settlement Negotiations and Mediation

14. On June 13, 2013, Plaintiffs Martin and Barry and Cargill participated in a two-day mediation conducted with the highly capable assistance of Hon. James M. Rosenbaum (Ret.) of JAMS, in Minneapolis, Minnesota.

15. After lengthy negotiations, the mediation session ended with no final agreement. Following the first mediation session, the Parties had numerous in-person meetings and teleconferences to continue efforts at resolution, including working through what at times appeared to be impasses.

16. On July 8, 2013, Plaintiff Howerton, through her counsel, filed the *Howerton v. Cargill, Inc.*, No. CV13 00336 BMK ("Hawaii Action").

17. In the meantime, settlement negotiations between Plaintiffs Martin and Barry and Cargill continued for several weeks, and on July 30, 2013, Plaintiffs Martin and Barry and Cargill entered into a second mediation session with the assistance of Judge Rosenbaum. After highly-contested negotiations, the Parties moved closer to achieving a settlement on behalf of the Class. The Parties concluded the second mediation session with a tentative agreement to attend a third mediation session if they could agree on the general terms of a settlement.

18. On August 2, 2013, Plaintiffs Martin and Barry and Cargill entered into a third mediation session with Judge Rosenbaum, which resulted in a settlement of $5.3 million nationwide class action settlement (the "Martin Settlement").

19. On September 18, 2013, Plaintiffs Martin and Barry filed a federal action in the District of Minnesota along with a motion for preliminary approval of the Martin Settlement. *Martin v. Cargill, Inc*., 13-CV-02563 ("Minnesota Action"). Simultaneously, Cargill filed a motion for nationwide stay and preliminary injunction.

20. On September 20, 2013, Cargill moved to stay this action (ECF No. 31), while Plaintiff Howerton submitted an *ex parte* application seeking expedited discovery relating to the Martin Settlement.

21. On September 23, 2013, Plaintiff Calderon filed a complaint in the Central District of California. *Calderon v. Cargill, Inc.* 13-CV-7046 ("California Action").

22. On September 24, 2013, Plaintiff Pasarell filed a complaint in the Southern District of Florida. *Pasarell v. Cargill, Inc.* 13-CV-23433 ("Florida Action").

23. On October 11, 2013, Magistrate Judge Kurren denied Cargill's motion to stay the Hawaii Action and Plaintiff Howerton's application seeking expedited discovery, in deference to resolution of the issues by the Minnesota Court.

24. On October 23, 2013, Judge Kyle of the District of Minnesota held a hearing on Plaintiffs Martin and Barry's motion for preliminary approval of the Martin Settlement. Plaintiff Howerton objected to preliminary approval of the Martin Settlement.

25. On October 29, 2013, Judge Kyle denied the motion for preliminary approval without prejudice, stating that he did not have enough information to assess the settlement. Instead of asking for more information to assess the settlement at that juncture, however, concerned with the potential for duplicative class-action litigation, Judge Kyle issued an order to show cause as to whether the first-filed rule should be

applied to transfer the Minnesota Action to Hawaii. The matter was briefed by Plaintiffs Martin and Barry and Plaintiff Howerton.

26. On November 8, 2013, Plaintiff Pasarell filed a motion in the Florida Action to transfer that action to Hawaii.

27. On November 11, 2013, Plaintiff Calderon filed a motion in the California Action to transfer that action to Hawaii, which was granted on December 10, 2013.

28. On November 12, 2013, Cargill moved to transfer this action pursuant to 28 U.S.C. §1404 to Minnesota. Cargill also moved for consolidated pretrial proceedings in the District of Minnesota pursuant to 28 U.S.C. §1407 before the Judicial Panel on Multidistrict Litigation ("Panel"), a motion the Panel denied on February 12, 2014. *In re Truvia Natural Sweetener Mktg. and Sales Practices Litig.*, MDL No. 2512, 2014 WL 585552 (J.P.M.L. Feb. 12, 2014).

29. On April 28, 2014, Plaintiff Pasarell voluntarily dismissed the Florida Action.

30. On May 02, 2014, Judge Kyle *sua sponte* transferred the Minnesota Action to Hawaii.

31. On May 12, 2014, Plaintiffs Howerton, Calderon, and Pasarell filed a consolidated amended complaint in the instant action.

32. On May 19, 2014, the Minnesota Action was consolidated with the Hawaii Action.

33. Despite the complicated and sometimes contentious procedural history in this case, Plaintiffs' Counsel determined the class was best served if all interests were

aligned. For several months, all Plaintiffs' counsel and Cargill worked to amend the Settlement Agreement to include all pending actions. By working together, Plaintiffs' Counsel were able to enhance the settlement fund by $800,000 and address all questions raised by Judge Kyle at the preliminary approval hearing in Minnesota.

34. This Settlement was achieved after nearly a year of zealous negotiations by the Parties on behalf of their respective clients and only after multiple settlement proposals were exchanged, rejected and then modified prior to being accepted.

B. Settlement Agreement and Recognition of the Difficulties Associated with Litigation

35. The Parties fully formalized the Settlement in a long-form Settlement Agreement that was fully executed on June 18, 2014.

36. The Parties negotiated the Attorney's Fees and Expenses here only after they had agreed upon the basic structure of the Settlement's substantive terms.

37. Based on extensive investigation and discovery, Plaintiffs believe that they could obtain class certification, defeat all dispositive motions filed by Defendant, and proceed to a trial on the merits. Plaintiffs remain convinced their case has merit, but recognize substantial risk is involved in continued litigation.

38. All complex class actions are uncertain in terms of ultimate outcome, difficulties of proof, and duration, and this action is no different. There is always the possibility that we may not prevail if this action continues. Plaintiffs and Class Counsel recognize, however, the expense and length of continued proceedings necessary to prosecute the claims through trial and appeal and have taken into account the uncertain

outcome and risk of litigation, as well as the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel nonetheless recognize that Defendant has several factual and legal defenses that, if successful, would defeat or substantially impair the value of Plaintiffs' claims. They believe the settlement articulated in the Proposed Settlement confers substantial benefits upon the Settlement Class Members. Based on the above-described evaluation, they have determined that the settlement set forth in the Proposed Settlement is fair, reasonable, and adequate and in the best interest of the Settlement Class.

39. Cargill has denied, and continues to deny, any liability and maintains that its current labeling is truthful and not misleading. Cargill has also indicated that, should this matter proceed, it will vigorously oppose certification of a litigation class. In the event Plaintiffs seek certification of a litigation class, Cargill will argue that individualized issues related to damages predominate because the proposed class members purchased the Truvia Consumer Products for varying reasons, had varying interpretations of the statements on the Product labels, and purchased the Truvia Consumer Products at various prices set by independent retailers. Indeed, Cargill has denied, and continues to deny, any and all fault, wrongdoing, and liability for Plaintiffs' claims.

IV. CLASS COUNSEL AND PLAINTIFFS HAVE INVESTED SIGNIFICANT TIME IN THE PROSECUTION OF THIS ACTION AND ARE ADEQUATE REPRESENTATIVES OF THE CLASS

40. Throughout the course of investigation, pre-mediation discovery, mediation and filing of the Settlement and accompanying motions with the Court, Plaintiffs'

Counsel have devoted significant time to the investigation, development and resolution of this action.

41. Each Plaintiff performed an important and valuable service for the benefit of the Settlement Class. Each met, conferred, and corresponded with Plaintiffs' Counsel as needed for the efficient process of this litigation.

42. They each have: participated in numerous interviews by Plaintiffs' Counsel, provided personal information concerning this litigation, and remained intimately involved in the mediation and litigation processes.

43. All Plaintiffs actively participated in discussions related to the Settlement.

44. Plaintiffs' counsel has substantial experience with consumer class actions in general and with consumer fraud and false advertising, specifically. I have been involved in the prosecution of class action employment and consumer matters including, but not limited to:

a. *Cruz et al. v. Lawson Software, Inc,* Court File No.: 08-5900 (MJD/JSM) (D. Minn.).

b. *Davis et al. v. SOH Distribution Company, Inc.,* Court File No.: 09-cv-237-CCC (M.D. Penn.).

c. *Hale et al. v. ABRA Auto Body and Glass, Inc.,* Court File No.: 07-cv-3367 (PAM/JSM)(D. Minn.).

d. *In re FedEx Ground Package System, Inc., Employment Practices Litigation,* MDL No.:1700 (N.D. Ind.).

e. *In re Certainteed Corporation Roofing Shingles Products Liability Class Action*, Court File No. MDL Docket No. 1817 (E.D. Penn.).

f. *Alcoa Oasis Decking Products Liability Class Action,* Court File No.: 12-cv-10164 (DJC)(D. Mass.).

g. *Building Products of Canada Shingles Products Liability Class Action,* Court File No.: 12-cv-00016 (JGM) (D. Vermont).

h. *IKO Roofing Shingles Products Liability Class Action,* Court File No. MDL Docket No.: 2104 (C.D. Ill.).

i. *James Hardie Siding Products Liability Class Action,* Court File No.:2359 (D. Minn.).

j. *Owens Corning Shingle Products Liability Class Action*, Court File No.: 09-cv-01567 (W.D. Penn.).

k. *Groupon Inc. Consumer Class Action,* MDL No.: 2238 (RBB)(S.D. Cal.).

l. *Living Social Consumer Class Action,* MDL No.: 2254 (D.C.).

m. *Richardson, et al. v. L'Oreal USA, Inc.*, Court File No. 13-CV-00508-JDB (D.D.C.).

n. *United States of America, et al., ex rel. Tamara Dietzler v. Abbott Labs., Civil Action No. 1:09-cv-00051 (W.D. Va.).*

45. Attached as Exhibit A to the Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlment, and the Memorandum of Law in Support of Motion is a true and correct copy of the Complaint served on Cargill styled *Martin v. Cargill, Inc.* in the Hennepin County, Minnesota District Court.

46. Attached as Exhibit B to the Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlment, and the Memorandum of Law in Support of Motion is a true and correct copy of the Notice of Voluntary Dismissal Without Prejudice Pursuant to Minnesota Rule of Civil Procedure 41.01(a) of the *Martin v. Cargill* action served on Cargill in the Hennepin County, Minnesota District Court.

47. Attached as Exhibit C to the Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlment, and the Memorandum of Law in Support of Motion is a true and correct copy of the complaint styled *Barry v. Cargill*.

48. Attached as Exhibit D to the Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlment, and the Memorandum of Law in Support of Motion is a true and correct copy of Halunen & Associates' Firm Resume.

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

Executed on this 19th day of June, 2014 in Minneapolis, Minnesota.

By: /s Clayton D. Halunen_____

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ATTORNEY FOR PLAINTIFFS

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

DENISE HOWERTON, ERIN CALDERON, and RUTH PASARELL, Individually and on Behalf of All Others Similarly Situated,

Plaintiffs,

vs.

CARGILL, INC.,

Defendant.

Civil No. 13-00336 LEK-BMK

ATTACHMENT TO THE DECLARATION OF CLAYTON D. HALUNEN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and others similarly situated,

Plaintiffs,

vs.

CARGILL, INC.,

Defendant.

Civil No. 14-cv-00218-LEK-BMK

EXHIBIT A

STATE OF MINNESOTA	DISTRICT COURT
COUNTY OF HENNEPIN	FOURTH JUDICIAL DISTRICT

Molly Martin, on behalf of herself and all others similarly situated,

Plaintiff,

vs.

Cargill, Incorporated,

Defendant.

Case Type – Other Civil
Court File No.:

COMPLAINT AND JURY DEMAND

Plaintiff Molly Martin ("Plaintiff") files this Class Action Complaint on behalf of herself and others similarly situated, against Cargill, Incorporated ("Defendant" or "Cargill") demanding a trial by jury, and alleges as follows:

SUMMARY OF THE ACTION

1. Defendant manufactures, markets and sells Truvía® Natural Sweetener ("Truvia® Natural Sweetener"), a sweetener claimed to be "born from the sweet leaf of the stevia plant," natural and containing zero calories. Cargill launched Truvia® Natural Sweetener in 2008, and claims that it has "fundamentally changed the sweetener category."[1] As of May, 2011, Truvia® Natural Sweetener had become the #2 sugar substitute in the United States[2].

2. Cargill created Truvia® Natural Sweetener to capitalize on consumers' demand for a natural alternative to processed sweeteners and sugar. Its marketing campaign has the obvious intent of branding the product as "natural."

[1] Cargill New Release, November 10, 2011, "*The Natural Calorie-Free Sweetener in the US, Truvia® Partners with Leading Sugar Companies in Europe on Even of European Approval*, located at http://www.cargill.com/news/releases/2011/NA3051754.jsp (last visited Dec. 19, 2012).

[2] *See* Karlene Lukovitz, *Cargill's Truvia Now #2 Sugar Substitute*, Marketing Daily, May 3, 2011, http://www.mediapost.com/publications/article/149786/#axzz2FZHB2j6A (noting that Truvia became the second-best selling sugar substitute, after Splenda, according to Nielsen data).

3. Cargill manufactures, markets and sells three varieties of Truvia® Natural Sweetener: Truvia® Natural Sweetener in packet form ("Truvia® packets"), Truvia® Natural Sweetener in spoonable form ("Truvia® spoonable") and Truvia® Natural Sweetener Baking Blend, a combination of Truvia® Natural Sweetener and sugar ("Truvia® Baking Blend") (together, the "Products" or "Truvia® Natural Sweetener").

4. Truvia® packets and Truvia® spoonable contain erythritol, stevia leaf extract (also referenced by trade name "Rebiana") and natural flavors. The Truvia® Natural Sweetener Baking Blend contains erythritol, stevia leaf extract and sugar.

5. The product labels for the Truvia® Natural Sweetener Products emphasize that the sweetener is natural and derived from the stevia plant.

6. Defendant conveyed its misrepresentations about Truvia® Natural Sweetener on the Products' packaging. For example, Defendant prominently places the statement "Nature's Calorie-Free Sweetener" on the front packaging for the Products. *See, e.g.*, Ex. A, B, C, D. The box labels for Truvia® packets represent that the stevia extract is created by steeping the dried stevia leaves in water, "similar to making tea." The labels further state that erythritol is "a natural sweetener, produced by a natural process, and is also found in fruit, like grapes and pears." The label also professes that it is a strong goal of the Truvia brand to bring stevia from "field to table." *See* Ex. A, B.

7. However, Cargill's Products are a far cry from "field to table."

8. The synthetic ingredient erythritol constitutes the bulk of the Products. Erythritol is not derived from fruit at all but is manufactured by chemically converting genetically modified corn into a food grade starch, which Cargill ferments to create glucose and then processes to create erythritol. Truvia® Natural Sweetener contains only a miniscule amount of a substance

that is extracted from the stevia leaf. That substance is rebaudioside A ("Reb-A;" trade name Rebiana). Reb-A is a single steviol glycoside from the stevia plant that is the end result of a multi-step process that requires the use of such toxic chemicals as acetone, methanol, ethanol, acetonitrile and/or isopropanol.

9. Cargill's branding of Truvia® Natural Sweetener as a natural sweetener is therefore deceptive, misleading and false because the ingredients are the result of chemical processes and have been so fundamentally altered from their original state that the Products cannot be considered natural.

10. To label Truvia® Natural Sweetener as "natural" creates consumer deception and confusion. A reasonable consumer purchases Truvia® Natural Sweetener believing it is natural based on the Products' labeling. However, a reasonable consumer would not deem Truvia® Natural Sweetener "natural" if he/she knew that the ingredients contained in the Products are highly processed, synthetic, derived from genetically modified corn and, therefore, not natural.

11. Defendant's misrepresentations about the Products were uniform and were communicated to Plaintiff and every other member of the Class at every point of purchase and consumption.

12. This is a class action complaint brought on behalf of a class of individuals (the "Class" as further defined herein) who purchased Defendant's Truvia® Natural Sweetener because they believed it was a natural sweetener. The purpose of this action is to enjoin Defendant from preying on consumers' misconceptions regarding Truvia® Natural Sweetener as a natural sweetener and recover the ill-gotten gains Defendant received as a result of its fraudulent conduct. Plaintiff seeks relief for Defendant's unjust enrichment and violations of Minnesota's Prevention of Consumer Fraud Act, Minn. Stat. §325F.69, Unlawful Trade Practices

Act, Minn. Stat. §325D.13, Deceptive Trade Practices Act, and Minn. Stat. §325D.44, and False Statement in Advertising Act, Minn. Stat. §325F.67.

PARTIES, JURISDICTION AND VENUE

13. Plaintiff Molly Martin is a citizen of Minnesota, residing in Minneapolis, Minnesota. Plaintiff purchased boxes of Truvia® Natural Sweetener packets in local stores several times from 2011 to 2012. Specifically, Plaintiff purchased Truvia® Natural Sweetener because she believed it was a natural sweetener. Plaintiff would not have spent money and purchased Truvia® Natural Sweetener had she known that it was not natural. If the Truvia® Natural Sweetener was natural as represented on the label, Plaintiff would have continued to purchase the product.

14. Defendant Cargill, Incorporated ("Cargill") is a corporation organized under the laws of the State of Delaware, with its principal place of business at 15407 McGinty Road, Wayzata, Minnesota 55391. Cargill is thus a citizen of the State of Minnesota. Truvia® Natural Sweetener is a brand of Cargill. In 2012, Cargill had revenues of $133 billion. According to The New York Times, in 2011 "ad spending for Truvia® totaled $27.5 million . . . ."[3]

15. Venue and jurisdiction are proper because unlawful actions giving rise to the claims alleged herein occurred in the County of Hennepin, State of Minnesota, and Cargill has its principal place of business in the County of Hennepin, State of Minnesota.

[3] Stuart Elliott, *In Sweetener Campaign, Nature Is the Star*, N.Y. Times, Oct. 9, 2012, *available at* http://www.nytimes.com/2012/10/10/business/media/in-sweetener-ads-cargill-focuses-on-truvias-roots.html?_r=0 (last visited Dec. 17, 2012).

SUBSTANTIVE ALLEGATIONS

A. Defendant deliberately labeled Truvia® Natural Sweetener to create consumer belief that the Products are "Natural."

16. Cargill is an international producer and marketer of food, agricultural, financial and industrial products and services. In terms of revenue, it is one of the largest privately held corporations in the United States.

17. Cargill developed Truvia® Natural Sweetener because it recognized that "consumers are reaching for naturally sweetened, lower-calorie foods."[4]

18. To capitalize on this rising demand, Defendant's labeling of the product is shrewdly crafted to brand Truvia® Natural Sweetener as a natural sweetener, thereby distinguishing it from other competing sweeteners. Indeed, since the inception of the Products, Cargill's marketing strategy has been to "win over consumers . . . looking for a substitute for sugar, HFCS and artificial sweeteners."[5]

19. Truvia® Natural Sweetener is typically packaged and sold in boxes (140g or 280g) of multiple .123 ounce (3.5 gram) packets and in 9.8 ounce multi-serving containers. Defendant also sells Truvia® Natural Sweetener Baking Blend, a combination of Truvia® Natural Sweetener and sugar in a 1.5 pound bag.

20. The Truvia® Natural Sweetener packaging includes a graphic identity that, according to the designer, "emphasizes the product as natural, pure and authentic, employing a color palette of green and white, elements of transparency and rounded, organic shapes. Lightness and transparency are a major part of the brand, and the letterforms of the logotype

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[4] Cargill Website, Truvia® stevia leaf extract, http://www.cargillfoods.com/na/en/products/sweeteners/specialty-sweeteners/truvia/index.jsp (last visited Dec. 20, 2012).

[5] Lukovitz, *Cargill's Truvia Now #2 Sugar Substitute*.

overlap in different shades of green that give the appearance of something natural and organic. The identity is markedly different from the synthetic appearance of brand competitors like Equal, NutraSweet and Sweet 'N Low."[6]

21. Typically, one or more panels of Truvia® Natural Sweetener packaging consists of the product name "Truvia® Natural Sweetener," with the dot on the "I" in the shape of a leaf, and the tag line "Nature's Calorie-Free Sweetener." *See, e.g.*, Ex. A, B, C, D. This logo often includes an image of a strawberry partially dipped in something that looks like sugar.

22. As seen in the image below, the packaging for Truvia® packets also typically includes a panel with a three-part text about the product and images obviously designed to reinforce the claim that the product is natural:

a. The first statement is that "Truvía® sweetener comes from nature," followed by the explanation that "Stevia leaf extract is born from the sweet leaf of the stevia plant, native to South America. Dried stevia leaves are steeped in water, similar to making tea. This unlocks the best tasting part of the leaf which is then purified to provide a calorie-free sweet taste."

b. The second statement is that "Erythritol is a natural sweetener, produced by a natural process, and is also found in fruits like grapes and pears."

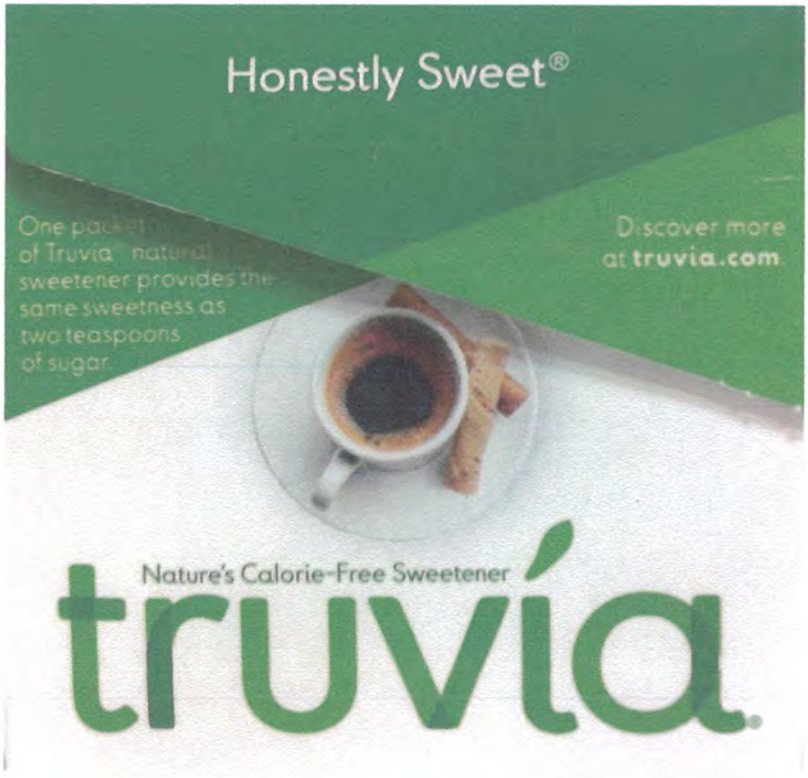
c. The third statement is that "Natural flavors complement the clean sweet taste of Truvía® natural sweetener."

[6] Pentagram Website, New Work: Truvia, http://new.pentagram.com/2008/12/new-work-truvia/ (last visited Feb. 1, 2013).

d. The panel with these three statements also includes images of fruit dipped in a sugar-like substance.

See Ex. A, B.

23. As seen in the image below, another panel on Truvia® packets' packaging states "Honestly Sweet," and "One packet of Truvía® natural sweetener provides the same sweetness as two teaspoons of sugar." *See* Ex. A, B.



24. The back panel of the 280g box of sweetener packets states, "your whole family will enjoy the clean sweet taste of Truvia® natural sweetener." *See* Ex. B.

25. The packaging for the Truvia® Baking Blend states on the front label that it contains "Natural Ingredients." On the back, it states, "Truvia® Natural Sweetener with Sugar." Similar to the packaging on Truvia® packets, the Truvia® Baking Blend back label states, "Our natural sweetness is born from the sweet leaf of the stevia plant and combined with erythritol, a natural sweetener, produced by a natural process that is also found in fruits like grapes and pears."

26. The ingredient labels of Truvia® packet and spoonable products state that they contain, in order of predominance, erythritol, stevia leaf extract [or Rebiana] and natural flavors. *See* Ex. A, B, C.

27. The ingredient label of Truvia® Baking Blend states that it contains, in order of predominance, erythritol, sugar, and stevia leaf extract. *See* Ex. D.

28. The labeling of Truvia® Natural Sweetener was therefore designed to create consumer belief that the Products are "natural."

B. Defendant's intent to falsely persuade consumers that Truvia® Natural Sweetener is natural is confirmed in its marketing, including its website.

29. Defendant's marketing campaign and website highlight the alleged "natural" quality of Truvia® Natural Sweetener. They focus heavily on the use of the stevia leaf to provide sweetness to the product.

30. Defendant's website, which has the title tag, "Truvia® Natural Sweetener – Natural Sweetness From the Stevia Leaf," makes the following representations:

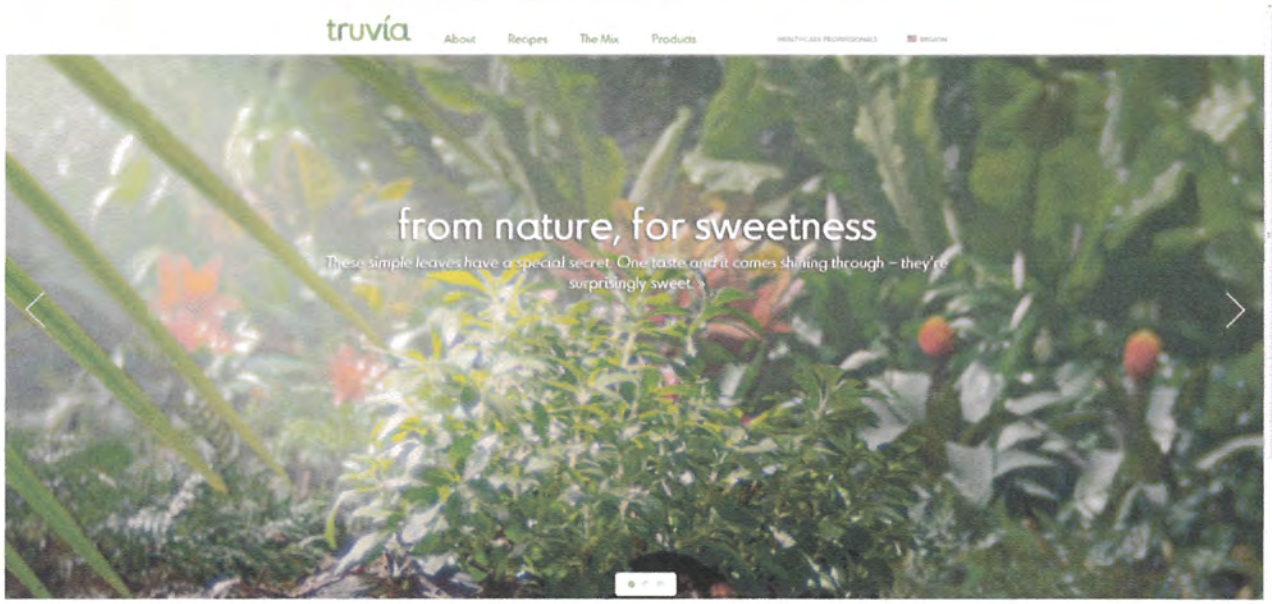
a. "From nature, for sweetness."

b. "Truvia® sweetener is natural, great-tasting sweetness born from the leaves of the stevia plant."

c. "Natural? Yes. Truvia® natural sweetener is made from three natural ingredients: stevia leaf extract that comes from best-tasting components of the stevia plant; erythritol, a sugar alcohol found naturally in various fruits; and natural flavors."[7]

31. The website prominently features images of stevia plants in nature:

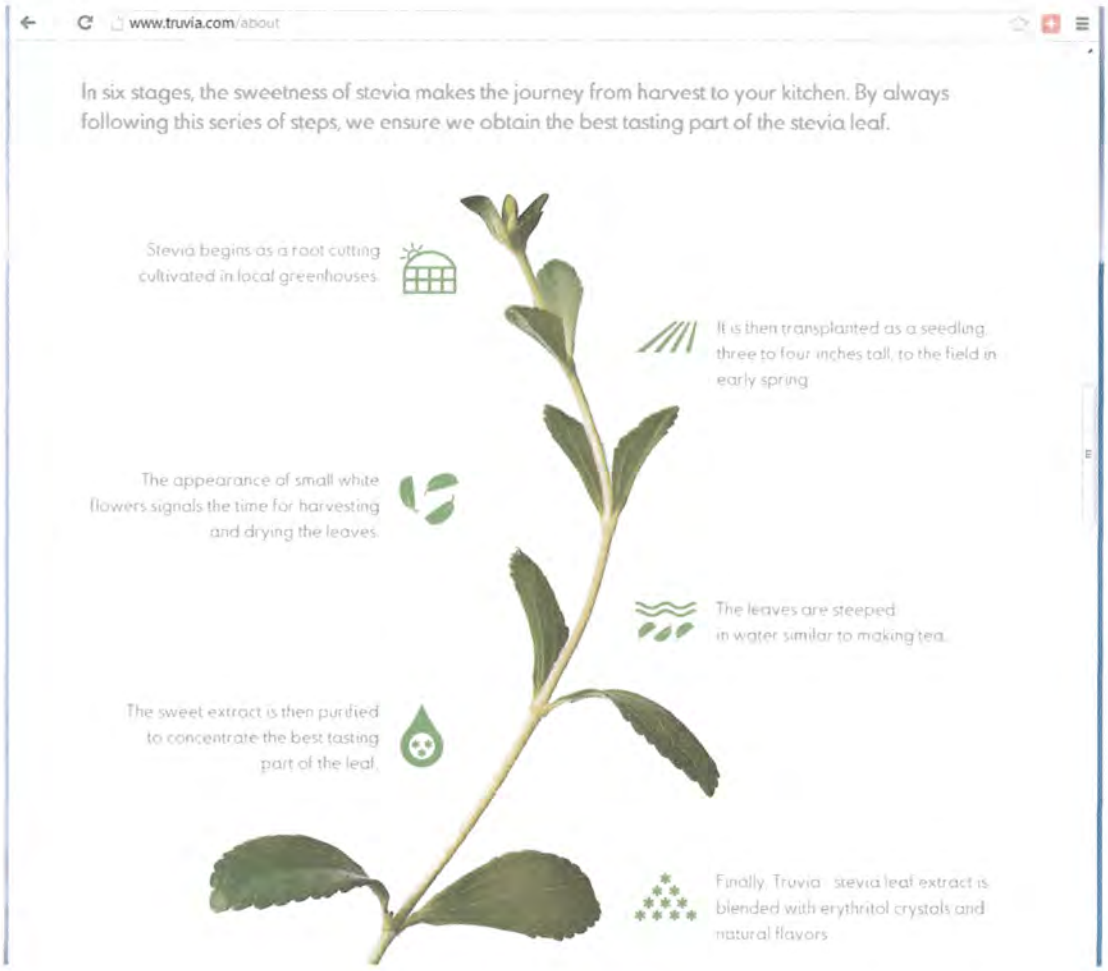
[7] Truvia Website, About Truvia, http://www.truvia.com/about (last visited Dec. 20, 2012).



32. Defendant encourages consumers, "[w]hen picking your sweetener, consider the stevia plant. After all, it was picked from the earth making Truvia® sweetener sweet from the start."[8]

33. In the depiction below, Defendant represents that Truvia® Natural Sweetener is created in only six stages. Notably, Defendant does not explain anything about the process used in stage five to allegedly "purify" the sweet extract, nor the process used to create the synthetic erythritol with which the Rebiana is blended.

[8] Truvia Website, About, http://www.truvia.com/about (last visited Dec. 20, 2012).



34. In describing the ingredients in Truvia® Natural Sweetener on its website, Defendant states:

a. "Erythritol: Erythritol is a sugar alcohol found naturally in various fruits such as grapes and melons."[9]

b. "Stevia Leaf Extract: The extract comes from the leaves of the stevia plant, which was discovered hundreds of years ago in Paraguay and has been used worldwide for decades. Truvia® stevia leaf extract is a high purity and consistent sweetener

[9] *Id.*

containing the best tasting parts of the stevia leaf."[10]

c. "Natural Flavors: Natural flavors are used to bring out the best of Truvia® natural sweetener, like pepper or salt or any other spice that would be used to enhance the taste of food."[11]

35. In November 2012, and consistent with the messaging in its website, Truvia® Natural Sweetener launched a multi-million dollar integrated marketing campaign titled, "From nature. For sweetness." Its intent was "to reach a broader audience of women and men, who care about where their food comes from." The campaign will "showcase the stevia plant as one of 'nature's celebrities.'"[12] The goal of the campaign is to differentiate Truvia® Natural Sweetener from competing sweeteners by strengthening the connection that Truvia® Natural Sweetener is a "natural sweetener."[13]

36. Defendant's marketing campaigns and website, therefore, confirm the intent of its labeling to create consumer belief that Truvia® Natural Sweetener is "natural."

C. A reasonable consumer would not deem Truvia® Natural Sweetener to be "natural."

37. Defendant's linking of Truvia® Natural Sweetener to the leaf of the stevia plant and to the erythritol that is present in fruit is false and misleading. The ingredients used to manufacture Truvia® Natural Sweetener do not yield a natural sweetener.

38. Truvia® Natural Sweetener's primary ingredient is erythritol, which is used to

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[10] *Id.*

[11] *Id.*

[12] MultiVu Website, http://www.multivu.com/mnr/58203-truvia-from-nature-for-sweetness-campaign-spotlights-stevia-sweetener (last visited Feb. 2, 2013).

[13] New York Times Website, "New Ads for Truvia Serve Up Sweet Words," http://www.nytimes.com/2012/10/01/business/media/new-ads-for-truvia-serve-up-sweet-words.html?pagewanted=all&_r=0 (last visited Feb. 1, 2013).

provide bulk for the tiny amount of Rebiana that is needed to provide, for example, the sweetness of two teaspoons of sugar in the Truvia® Natural Sweetener packets. Since Rebiana is 200-300 times sweeter than sugar, a reasonable estimate is that erythritol comprises at least 99% of Truvia® Natural Sweetener.

39. The manufacture of the "stevia leaf extract" and erythritol contained in Truvia® Natural Sweetener requires multiple processing steps in an industrial environment, which transforms the ingredients found in nature. As these resulting substances are synthetic and highly processed, they cannot be described as "natural."

Truvia® Natural Sweetener does not contain the leaf of the stevia plant.

40. Stevia is a genus of plant native to South America. It has been used as a sweetener for thousands of years but was first commercially available in the early 1970s.

41. In 1991, the FDA banned stevia and crude stevia extract as a food additive because of health concerns. In 2008, after concerted effort by Defendant, the FDA approved rebaudioside A for use.

42. Contrary to Defendant's representations, Truvia® Natural Sweetener does not contain the leaf of the stevia plant in a natural form but instead contains rebaudioside A, a compound extracted from the stevia plant through a complex chemical process.

Cargill chemically extracts Reb-A from the stevia plant.

43. Cargill, individually, and in partnership with The Coca-Cola Co., developed and applied for multiple patents relating to methods of extracting Reb-A from the stevia plant. These methods of extraction are complex, multi-step processes involving the application of toxic chemicals. The trade name of the resulting product is Rebiana.

44. This chemically intensive processing results in the isolation of pure Reb-A from

the stevia leaf. A natural stevia leaf contains 0.1-2.5% Reb-A, but through selective breeding, new varieties of the stevia plant can contain 5-12% Reb-A.[14] On information and belief, Rebiana consists of a substance that is at least 97% pure Reb-A.

45. Accordingly, Truvia® Natural Sweetener is not "born" from the stevia plant in any natural way. Rebiana or Reb-A only exists as a result of a chemical extraction process.

46. The Reb-A compound is 200-300 times sweeter than sugar. Accordingly, only a miniscule amount is needed to replicate, for example, the sweetness of two teaspoons of sugar typically in sugar packets. To provide bulk for purposes of selling the product in a form that mimics sugar, Cargill blended its Reb-A with a less sweet sugar alcohol derived from corn and called erythritol. As discussed above, and upon information and belief, a packet of Truvia® Natural Sweetener is approximately 1% Reb-A and 99% erythritol and natural flavors.

The bulk of Truvia® Natural Sweetener is a manufactured form of erythritol that is likely derived from genetically modified corn.

47. Erythritol is an alcohol sugar that is contained in some fruits as stated on the Truvia® Natural Sweetener label. However, the quantity of erythritol in fruits is very small, which would make it expensive to use in a product like Truvia® Natural Sweetener.

48. Cargill sells a manufactured form of erythritol derived from corn. On information and belief, Truvia® Natural Sweetener contains no fruit-based erythritol but instead contains Cargill's manufactured product.

49. Cargill manufactures erythritol through an industrial process in which corn slurry is combined with enzymes and fungi. The slurry is then allowed to ferment resulting in a

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[14]Michael Carakostas, et al., Alternative Sweeteners 161 (Lyn O'Brien Nabors, ed., 4th ed. 2012), *available at* http://books.google.com/books?id=coDPwzFX7rAC&printsec=frontcover&dq=alternative+sweeteners&hl=en&sa=X&ei=OOcLUb-VB8m_2QX5_4GwCA&ved=0CDkQ6AEwAA#v=onepage&q=alternative%20sweeteners&f=false.

fermentation broth. The broth is filtrated and purified through ion-exchange resins and activated charcoal.[15] The broth is then concentrated and crystallized to create erythritol.[16]

50. On information and belief, the erythritol in Truvia® Natural Sweetener is manufactured from corn. As of 2010, approximately 85% of the corn planted in the United States was grown from a genetically modified seed. To that end, erythritol has been listed as an invisible genetically modified ingredient.[17] Therefore, on information and belief, the bulk of Truvia® Natural Sweetener is made from a genetically modified organism ("GMO").

51. According to many sources, including industry, government and health organizations, GMOs are not "natural." GMOs are "created" artificially in a laboratory through genetic engineering. For example:

a. Monsanto, the largest producer of GMOs, defines them as "[p]lants or animals that have had their genetic makeup altered to exhibit traits that are ***not naturally theirs***."[18]

b. The World Health Organization defines GMO as ". . . organisms in which the genetic material (DNA) has been altered in a way that ***does not occur naturally***."[19]

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[15] Cargill Website, http://www.cargillfoods.com/emea/en/products/sweeteners/polyols/zerose-erythritol/manufacturing-process/index.jsp (last visited Dec. 18, 2012).

[16] Peter de Cock, Alternative Sweeteners 251 (Lyn O'Brien Nabors, ed., 4th ed. 2012), *available at* http://books.google.com/books?id=coDPwzFX7rAC&printsec=frontcover&dq=alternative+sweeteners&hl=en&sa=X&ei=OOcLUb-VB8m_2QX5_4GwCA&ved=0CDkQ6AEwAA#v=onepage&q=alternative%20sweeteners&f=false.

[17] *Institute for Responsible Technology: Non-GMO Shopping Guide*, http://www.nongmoshoppingguide.com/brands/invisible-gm-ingredients.html (last visited Feb. 1, 2013).

[18] http://www.monsanto.com/newsviews/Pages/glossary.aspx#gmo (emphasis added) (last visited Dec. 18, 2012).

c. The Environmental Protection Agency (EPA) has defined "the difference between plant-incorporated protectants produced through genetic engineering and those produced through conventional breeding": "**Conventional breeding** is a method in which genes for pesticidal traits are introduced into a plant through ***natural methods***, such as cross-pollination . . . . [In contrast,] **[g]enetically engineered** plant-incorporated protectants are created through a ***process that utilizes several different modern scientific techniques*** to introduce a specific pesticide-producing gene into a plant's DNA genetic material."[20]

d. A 2010 poll by the Hartman Group found that a majority of consumers believed the term "natural" implied absence of GMOs.[21]

52. A reasonable consumer would not believe that a food containing mostly erythritol and a miniscule amount of Reb-A is natural.

53. A reasonable consumer would not believe that a food containing GMOs is natural.

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[19] http://www.who.int/foodsafety/publications/biotech/20questions/en/ (emphasis added) (last visited Dec. 18, 2012).

[20] Environmental Protection Agency, *Questions & Answers: Biotechnology: Final Plant-Pesticide/Plant Incorporated Protectants (PIPs) Rules* (July 19, 2001), at 3, *available at* http://www.epa.gov/scipoly/biotech/pubs/qanda.pdf (emphasis added).

[21] Canada Organic Trade Association, *Consumer Confusion About the Difference: "Natural" and "Organic" Product Claims (2010)*, at 6, *available at* http://www.pro-cert.org/docs/Library/White%20Paper%20Nat-Org%20COTA.pdf.

D. Reasonable consumers purchase Truvia® Natural Sweetener because they have been deceived to believe it is "Natural."

54. By claiming Truvia® Natural Sweetener is "natural," Defendant deceives and misleads reasonable consumers.

55. Defendant's packaging of Truvia® Natural Sweetener unequivocally demonstrates its intent to persuade the consumer that Truvia® Natural Sweetener is a "natural sweetener" primarily derived from the stevia plant.

56. As described in the preceding paragraphs, everything about the labeling of Truvia® Natural Sweetener is calculated to create consumer belief that this is a "field to table" natural product.

57. For example, in the label, Defendant likens the process of creating Truvia® Natural Sweetener to making tea. However, steeping dried stevia leaves in water is only the first step in making Rebiana. Defendant completely conceals the remainder of the process by stating only that the steeping process "unlocks the best tasting part of the leaf which is then purified to provide a calorie-free sweet taste." As described above, the so-called "purification" is a complex multi-step process involving the use of toxic chemicals, the end product of which is a substance which does not exist in nature and which could not be "born" naturally without the complex chemical process patented by Cargill.

58. Similarly, Cargill conceals the actual source of the erythritol in Truvia® Natural Sweetener—highly processed GMO corn—by stating that the erythritol is "produced by a natural process, and is also found in fruit, like grapes and pears."

59. In fact, reasonable consumers, including Plaintiff, purchased Truvia® Natural Sweetener based upon their belief that it is a natural sweetener. However, a reasonable consumer would not deem Truvia natural if he/she knew that Truvia contained non-natural

ingredients and GMOs and if he/she knew how Rebiana and erythritol are manufactured for use in Truvia® Natural Sweetener.

60. As discussed above, Truvia® Natural Sweetener is not natural. Hence, Defendant's claims are false and misleading.

61. Plaintiff and other members of the Class will continue to suffer injury if Defendant's deceptive conduct is not enjoined. In order to prevent future injury to Plaintiff and the Class, Defendant must change its label to remove all deceptive and misleading statements.

62. Defendant has profited enormously from its false and misleading marketing of the Products. Consumers had less expensive sweeteners available but paid a premium for Defendant's Truvia® Natural Sweetener based upon the belief that it is natural. For example, Defendant currently sells Truvia® Natural Sweetener at Target Stores in Minneapolis, Minnesota in a box of 40 packets (3.5 grams each) for approximately $3.59 ($0.026 per gram). Consumers can purchase a 1.81 kilogram bag of Market Pantry pure sugar at Target Stores in Minneapolis, Minnesota for $2.69 ($0.001 per gram), making the premium for Truvia® Natural Sweetener approximately 2600% in comparison. Similarly, consumers can purchase a box of 250, 3.5 gram, "Sweet'N Low®" artificial sweetener at Target Stores in Minneapolis, Minnesota for $4.39 ($0.005 per gram), making the premium for Truvia® Natural Sweetener approximately 520% in comparison. By promising a natural sweetener, Defendant caused consumers to pay a premium for Truvia® Natural Sweetener instead of purchasing other products.

PLAINTIFF'S CLASS ACTION ALLEGATIONS

63. Plaintiff brings this action as a class action pursuant to Minnesota Rule of Civil Procedure 23.01. Plaintiff seek to represent a class ("Class") consisting of:

> All consumers within the State of Minnesota who purchased Truvia® Natural Sweetener during the applicable liability period ("Class period")

for their household use, rather than for resale or distribution. Excluded from the Class are the Defendant, any entity that has a controlling interest in Defendant, and Defendant's current or former directors, officers, counsel, and their immediate families.

64. This action has been brought and may properly be maintained as a class action against Defendant pursuant to the provisions of Minnesota Rule of Civil Procedure 23.01 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

65. The requirements of Rule 23.01 are satisfied because:

a. Numerosity: The members of the Class are so numerous that joinder of all members is impracticable. While the exact number of Class members is presently unknown to Plaintiff, Defendant's volume of sales and the number of grocery stores in Minnesota indicate that the number of Class members would make joinder impracticable.

b. Commonality: The questions of law and fact which predominate over questions which may affect individual Class members include the following:

1) Whether Defendant materially misrepresented that Truvia® Natural Sweetener is "natural" to the Class members;

2) Whether Defendant's misrepresentations and omissions were material to reasonable consumers;

3) Whether Defendant's marketing, advertising, packaging, labeling, distributing and selling of Truvia® Natural Sweetener constitute an unfair, unlawful or fraudulent practice.

4) Whether Defendant's marketing, advertising, packaging, labeling, distributing and selling Truvia® Natural Sweetener constitute false advertising;

5) Whether Defendant's conduct described above injured consumers and, if so, the extent of the injury;

6) Whether, and to what extent, injunctive relief should be imposed on Defendant to prevent such conduct in the future.

c. Typicality: Plaintiff's claims are typical of the claims of the Class because Plaintiff has suffered from the same harm as the Class, i.e., purchasing one or more of the Products during the class period, which did not deliver what they promised, based on a misleading and deceptive label that was the same regardless of where the Products were purchased. Moreover, Defendant made the same false and misleading representations and omissions to the Class members on the label of the Products. Thus, Plaintiff and members of the Class sustained the same injuries and damages arising out of Defendant's conduct in violation of Minnesota law. Plaintiff does not have any interests antagonistic to, or in conflict with, her Class.

d. Adequacy: Plaintiff will fairly and adequately represent and protect the interests of the members of the Classes. No conflicts of interest exist between Plaintiff and the other Class members.

Plaintiff has retained competent counsel experienced in class action litigation and intends to prosecute this action vigorously.

e. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Since the damages suffered by individual Class members are relatively small, the expense and burden of individual litigation make it virtually impossible for the Class members to seek redress for the wrongful conduct alleged, while an important public interest will be served by addressing the matter as a class action.

66. The prerequisites to maintaining a class action for injunctive or equitable relief pursuant to Minn. R. Civ. P. 23.02(b) are met as Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole. The prerequisites to maintaining a class action for relief pursuant to Minn. R. Civ. P. 23.02(c) are also met. As discussed above, common questions predominate in this litigation and pursuit of the claims as a class action is a superior means of resolving them.

67. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action.

COUNT I
VIOLATIONS OF MINN. STAT. § 325F.69
PREVENTION OF CONSUMER FRAUD ACT

68. Plaintiff incorporates by reference and realleges all allegations set forth in the preceding paragraphs.

69. Minnesota Statute §325F.69, subd. 1 makes it unlawful for any person by use of "any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby."

70. Defendant's business practices, in advertising, marketing and selling its Products as natural constitute the use of fraud, false pretense, false promises, misrepresentations, misleading statements and deceptive practices and, thus, constitute multiple, separate violations of Minn. Stat. §325F.69.

71. Defendant continues to affirmatively misrepresent and conceal from the consuming public the truth about its Products, namely that they are not "natural." By engaging in the conduct described herein, Defendant violated and continues to violate Minn. Stat. §325F.69, subd. 1.

72. Defendant's wrongful conduct and use of false pretenses, false promises, misrepresentations and misleading statements, all with the intent that others relied on those statements, includes, by way of example and not by limitation:

a. Defendant's fraudulent, misleading and deceptive statements and practices relating to its Products;

b. Defendant's warranty-related misconduct, including its fraudulent, deceptive and unfair practice of misrepresenting its Products' characteristics;

c. Defendant's concealment of the true characteristics of its Products; and

d. Defendant's continued sale of its Products after it knew about the misleading representations.

73. Defendant's omissions and misrepresentations set forth in this Complaint are material in that they relate to information that would naturally affect the purchasing decision or conduct of purchasers, including Plaintiff and the Class members, regarding whether or not to purchase Defendant's Products.

74. Had Plaintiff and the Class known that Defendant's Products were not natural, they would not have purchased the Products and/or paid a premium for the Products.

75. Defendant fraudulently, negligently, recklessly and/or intentionally concealed and/or failed to disclose the true characteristics of the Products for the purpose of inducing Plaintiff and the Class to rely thereon, and Plaintiff and the Class justifiably relied, to their detriment upon the truth and completeness of Defendant's representations about its Products. Plaintiff and the Class relied on Defendant to disclose all material facts and not omit any material information regarding its Products. That Plaintiff and the Class members were deceived is evidenced by the fact that Plaintiff and the Class members purchased the Products. Had they known the truth, Plaintiff and the Class members would not have bought Defendant's Products. Defendant's fraudulent and deceptive practice of advertising, marketing and selling the Products repeatedly occurred in Defendant's trade or business and was capable of deceiving a substantial portion of the purchasing public.

76. Where, as here, Plaintiff's claims inure to the public benefit, Minnesota's private-attorney general statute, Minn. Stat. §8.31, subd. 3a, allows individuals who have been injured through a violation of these consumer-protection statutes to bring a civil action and recover damages, together with costs and disbursements, including reasonable attorneys' fees.

77. As a result of Defendant's fraud, false pretense, false promises,

misrepresentations, misleading statements and deceptive practices relating to the sale of its Products, Plaintiff and the Class members have suffered actual damages in that they would not have purchased the Products and/or paid a premium for the Products if they had known that the "natural" representations regarding the Products are false.

78. Plaintiff and the other members of the Class will continue to suffer injury if Defendant's deceptive conduct is not enjoined, including but not limited to the purchase price of the Products and/or the premium paid for the Products.

79. In order to prevent future injury to Plaintiff and the Class, Plaintiff and the Class seek injunctive relief in the form of a label change removing all deceptive and misleading statements.

80. As a direct, proximate and foreseeable result of Defendant's violation of the statute, Plaintiff and the other Class members sustained damages.

81. THEREFORE, Plaintiff prays for relief as set forth below.

COUNT II
VIOLATIONS OF MINN. STAT § 325D.13
UNLAWFUL TRADE PRACTICES ACT

82. Plaintiff incorporates by reference and realleges all allegations set forth in the preceding paragraphs.

83. Minnesota Statute §325D.13 provides that, "No person shall, in connection with the sale of merchandise, knowingly misrepresent, directly or indirectly, the true quality, ingredients or origin of such merchandise."

84. By engaging in the conduct described herein, Defendant violated and continues to violate Minn. Stat. §325D.13.

85. Where, as here, Plaintiff's claims inure to the public benefit, Minnesota's private-

attorney general statute, Minn. Stat. §8.31, subd. 3a, allows individuals who have been injured through a violation of these consumer-protection statutes to bring a civil action and recover damages, together with costs and disbursements, including reasonable attorneys' fees.

86. Defendant's wrongful conduct and misrepresentation of the true quality of its Products includes, by way of example and not by limitation:

a. Defendant's fraudulent, misleading and deceptive statements and practices relating to its Products;

b. Defendant's warranty-related misconduct, including its fraudulent, deceptive and unfair practice of misrepresenting its Products' characteristics;

c. Defendant's concealment of the true characteristics of its Products; and

d. Defendant's continued sale of its Products after it knew about the misleading representations.

87. Defendant and its agents and distributors also misrepresented the true characteristics of Defendant's Products by making the various statements about the alleged quality and characteristics of the Products as stated above.

88. Defendant's omissions and misrepresentations set forth in this Complaint are material in that they relate to information that would naturally affect the purchasing decision or conduct of purchasers, including Plaintiff and the Class members, regarding whether or not to purchase Defendant's Products.

89. As a result of Defendant's practices relating to misrepresentation of the true characteristics of the Products, Plaintiff and the Class members have suffered actual damages in that they would not have purchased the Products and/or paid a premium for the Products if they had known that the "natural" representations regarding the Products are false.

90. In order to prevent future injury to Plaintiff and the Class, Plaintiff and the Class seek injunctive relief in the form of a label change removing all deceptive and misleading statements.

91. As a direct, proximate and foreseeable result of Defendant's violation of the statute, Plaintiff and the other Class members were injured and suffered damages, and are entitled to recover their actual damages, costs and disbursements, including costs of investigation and reasonable attorneys' fees, as well as injunctive relief, including restitution, as determined by the Court, pursuant to Minnesota law, including Minn. Stat. §§ 8.31, subd. 1 and 3a and 325D.15.

92. THEREFORE, Plaintiff prays for relief as set forth below.

COUNT III
VIOLATIONS OF MINN. STAT § 325D.44
DECEPTIVE TRADE PRACTICES ACT

93. Plaintiff incorporates by reference and realleges all allegations as set forth in the preceding paragraphs.

94. Minnesota Statutes §325D.44, subd. 1 provides in part:

> A person engages in deceptive trade practices when, in the course of business, vocation, or occupation, the person . . .
>
> (5) Represents that goods or services have...characteristics, ingredients, uses, benefits...that they do not have...
>
> (7) Represents that goods or services are of a particular standard, quality, or grade,...if they are of another. . . .
>
> (13) Engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

95. By engaging in the conduct described herein, Defendant violated and continues to

violate Minn. Stat. §325D.44.

96. Where, as here, Plaintiff's claims inure to the public benefit, Minnesota's private-attorney general statute, Minn. Stat. §8.31, subd. 3a, allows individuals who have been injured through a violation of these consumer-protection statutes to bring a civil action and recover damages, together with costs and disbursements, including reasonable attorneys' fees.

97. Defendant's wrongful conduct and misrepresentation of the true characteristics, standards, quality and grade of the Products includes, by way of example and not by limitation:

a. Defendant's fraudulent, misleading and deceptive statements relating to the true characteristics, standards, quality and grade of its Products;

b. Defendant's fraud and misrepresentation, of information about the characteristics of Defendant's Products, and the Defendant's knowledge of those misrepresentations, and

c. Defendant's concealment of the true characteristics of its Products.

98. Defendant and its agents and distributors also misrepresented the true characteristics, standards, quality and grade of the Products by making various statements about the alleged quality and characteristics of the Products herein.

99. As a result of the Defendant's practices relating to misrepresentation of the true characteristics, standards, quality and grade of its Products, Plaintiff and the Class members have suffered actual damages in that they would not have purchased the Products and/or paid a premium for the Products if they had known that the "natural" representations regarding the Products are false.

100. In order to prevent future injury to Plaintiff and the Class, Plaintiff and the Class seek injunctive relief in the form of a label change removing all deceptive and misleading statements.

101. As a direct, proximate and foreseeable result of Defendant's violation of the

statute, Plaintiff and the other Class members were injured and suffered damages, and are entitled to recover their actual damages, costs and disbursements, including costs of investigation and reasonable attorneys' fees, as well as injunctive relief and other equitable relief, including restitution, as determined by the Court, pursuant to Minnesota law, including Minn. Stat. §8.31, subd. 1 and 3a and 325D.45.

102. THEREFORE, Plaintiff prays for relief as set forth below.

COUNT IV
VIOLATIONS OF MINN. STAT. § 325F.67
FALSE ADVERTISING

103. Plaintiff incorporates by reference and realleges all allegations set forth in the preceding paragraphs.

104. Minnesota Statutes §325F.67 provides in part:

> Any person, firm, corporation, or association who, with intent to sell or in any way dispose of merchandise, . . . service, directly or indirectly, to the public, for sale or distribution, or with intent to increase the consumption thereof, or to induce the public in any manner to enter into any obligation relating thereto, makes, publishes, disseminates, circulates, or place before the public, or causes, directly or indirectly, to be made, published, disseminated, circulated, or places before the public, in this state, in a newspaper or other publication, or in the form of a book, notice, handbill, poster, bill, label, price tag, circular, pamphlet, program, or letter, or over any radio or television station, in any other way, an advertisement of any sort regarding merchandise, . . . service or anything so offered to the public for use, consumption, purchase, or sale, which advertising contains any material assertion, representation or statement of fact which is untrue, deceptive, or misleading, shall, whether or not pecuniary or other specific damage to any other person occurs as a direct result thereof, be guilty of a misdemeanor, and any such act is declared to be a public nuisance and may be enjoined as such.

105. By engaging in the conduct described herein, namely labeling the Products as "natural," when, in fact, they are not, Defendant violated and continues to violate Minn. Stat. §325F.67.

106. Where, as here, Plaintiff's claims inure to the public benefit, Minnesota's private-attorney general statute, Minn. Stat. §8.31, subd. 3a, allows individuals who have been injured through a violation of these consumer-protection statutes to bring a civil action and recover damages, together with costs and disbursements, including reasonable attorneys' fees.

107. Defendant's untrue, deceptive and misleading assertions and representations about its Products include, by way of example and not by limitation:

a. Defendant's fraudulent, misleading and deceptive statements relating to the true characteristics, standards, quality and grade of Defendant's Products;

b. Defendant's fraud and misrepresentation of information about the characteristics of Defendant's Products and the Defendant's knowledge of those misrepresentations; and

c. Defendant's concealment of the true characteristics of the Products.

108. Defendant and its agents and distributors also made untrue, deceptive and misleading assertions and representations about its Products by making the various statements about the alleged characteristics of the Products referenced herein.

109. Defendant's omissions and misrepresentations set forth in this Complaint are material in that they relate to information that would naturally affect the purchasing decision or conduct of purchasers, including Plaintiff and the Class members, regarding whether or not to purchase Defendant's Products.

110. As a result of the Defendant's untrue, deceptive and misleading assertions and representations about its Products, Plaintiff and the other Class members have suffered actual damages in that they would not have purchased the Products and/or paid a premium for the Products if they had known that the "natural" representations regarding the Products are false.

111. Plaintiff and the Class seek to enjoin Defendant from untrue, deceptive and misleading assertions and representations about the Products.

112. THEREFORE, Plaintiff prays for relief as set forth below.

COUNT V
UNJUST ENRICHMENT

113. Plaintiff incorporates by reference and realleges all allegations set forth in the preceding paragraphs.

114. Plaintiff asserts this claim in the alternative.

115. By the acts and conduct described herein, Plaintiff and the other members of the Class conferred a benefit on Defendant by purchasing its Products, proceeds of which were retained by Defendant.

116. By the acts and conduct described herein, Defendant knowingly accepted and retained the benefit of the money paid by Plaintiff and the other Class members.

117. Defendant's retention of the money is inequitable and unjust for the reasons stated herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for judgment as requested above against Defendant and further prays for:

A. An order certifying the Class proposed in this Complaint and appointing Plaintiff and her counsel to represent the Class and requiring Defendant to bear the cost of class notice;

B. Restitution and/or disgorgement of amounts paid by Plaintiff and members of the Class for the purchase of the Products, together with interest from the date of payment;

C. Actual damages;

D. An order granting injunctive relief requiring Defendant to stop making natural and other deceptive and misleading claims about the Products and requiring other appropriate disclosures and disclaimers on the labeling, distributing and selling of the Products;

E. Statutory prejudgment interest;

F. Reasonable attorneys' fees and the costs of this action;

G. Other legal and equitable relief under the causes of action state herein;

H. A trial by jury on all issues so triable; and

I. Such other relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury with respect to any claims so triable.

Date: February 11, 2013

Respectfully submitted,

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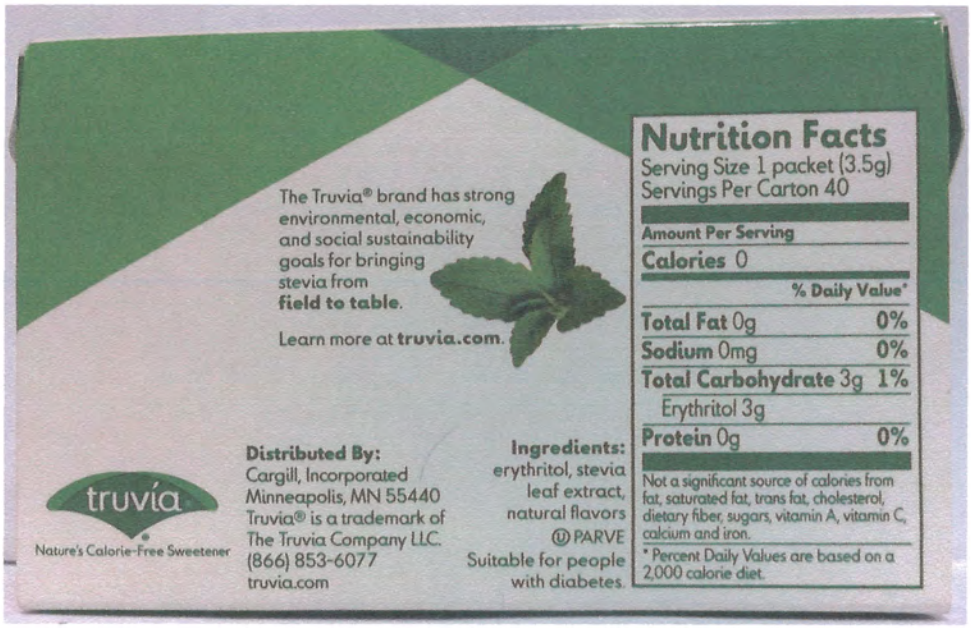
ATTORNEYS FOR PLAINTIFF

Exhibit A


Nature's Calorie-Free Sweetener
truvía
40 PACKETS


Nature's Calorie-Free Sweetener
truvía
40 PACKETS NET WT 4.9 OZ (140g)


The Truvia® brand has strong environmental, economic, and social sustainability goals for bringing stevia from field to table.
Learn more at truvia.com.
Nutrition Facts
Serving Size 1 packet (3.5g)
Servings Per Carton 40
Amount Per Serving
Calories 0
% Daily Value*
Total Fat 0g 0%
Sodium 0mg 0%
Total Carbohydrate 3g 1%
Erythritol 3g
Protein 0g 0%
Not a significant source of calories from fat, saturated fat, trans fat, cholesterol, dietary fiber, sugars, vitamin A, vitamin C, calcium and iron.
* Percent Daily Values are based on a 2,000 calorie diet.
truvia
Nature's Calorie-Free Sweetener
Distributed By:
Cargill, Incorporated
Minneapolis, MN 55440
Truvia® is a trademark of The Truvia Company LLC.
(866) 853-6077
truvia.com
Ingredients:
erythritol, stevia leaf extract, natural flavors
Ⓤ PARVE
Suitable for people with diabetes.


Truvia sweetener comes from nature:
Stevia leaf extract is born from the sweet leaf of the stevia plant, native to South America. Dried stevia leaves are steeped in water, similar to making tea. This unlocks the best tasting part of the leaf which is then purified to provide a calorie-free sweet taste.
Erythritol is a natural sweetener, produced by a natural process, and is also found in fruits like grapes and pears.
Natural flavors complement the clean sweet taste of Truvía® natural sweetener.
See back panel for nutrition information.


Honestly Sweet®
One packet of Truvia® natural sweetener provides the same sweetness as two teaspoons of sugar.
Discover more at truvia.com.
Nature's Calorie-Free Sweetener
truvía®

Exhibit B


Nature's Calorie-Free Sweetener
truvía
80 PACKETS


Nature's Calorie-Free Sweetener
truvía
80 PACKETS NET WT 9.8 OZ (280g)


Your whole family will enjoy the clean sweet taste of Truvia® natural sweetener.
Add it to your coffee and tea
Sprinkle it on fruit and cereal
Find recipes at truvia.com/recipes
The Truvia® brand has strong environmental, economic, and social sustainability goals for bringing stevia from field to table.
Learn more at truvia.com.
Nature's Calorie-Free Sweetener
truvía


Truvia® sweetener comes from nature:
Stevia leaf extract is born from the sweet leaf of the stevia plant, native to South America. Dried stevia leaves are steeped in water, similar to making tea. This unlocks the best tasting part of the leaf which is then purified to provide a calorie-free sweet taste.
Erythritol is a natural sweetener, produced by a natural process, and is also found in fruits like grapes and pears.
Natural flavors complement the clean sweet taste of Truvia® natural sweetener.
truvía
Nature's Calorie-Free Sweetener
Nutrition Facts
Serving Size 1 packet (3.5g)
Servings Per Carton 80
Amount Per Serving
Calories 0
% Daily Value*
Total Fat 0g 0%
Sodium 0mg 0%
Total Carbohydrate 3g 1%
Erythritol 3g
Protein 0g 0%
Not a significant source of calories from fat, saturated fat, trans fat, cholesterol, dietary fiber, sugars, vitamin A, vitamin C, calcium and iron.
* Percent Daily Values are based on a 2,000 calorie diet
Distributed By:
Cargill, Incorporated
Minneapolis, MN 55440
Truvia® is a trademark of The Truvia Company LLC.
(866) 853-6077
truvia.com
Ingredients:
erythritol, stevia leaf extract, natural flavors
PARVE
Suitable for people with diabetes.


Honestly Sweet®
One packet of Truvia® natural sweetener provides the same sweetness as two teaspoons of sugar.
Discover more at truvia.com.
Nature's Calorie-Free Sweetener
truvía

Exhibit C


Nature's Calorie-Free Sweetener
truvía
NET WT 9.8 OZ (280g)


Sweetness equal to 160 teaspoons of sugar – with zero calories
Nutrition Facts
Serv Size ¼ tsp (3.5g)
Servings per Container 80
Amount Per Serving
Calories 0
% Daily Value*
Total Fat 0g 0%
Sodium 0mg 0%
Total Carb. 3g 1%
Erythritol 3g
Protein 0g 0%
Not a significant source of calories from fat, saturated fat, trans fat, cholesterol, dietary fiber, sugars, vitamin A, vitamin C, calcium and iron.
*Percent Daily Values are based on a 2,000 calorie diet.
INGREDIENTS:
DISTRIBUTED BY:
truvia
TRUVIA™ IS A TRADEMARK OF THE TRUVIA COMPANY LLC


honestly sweet™
Truvia™ natural sweetener is born from the stevia leaf with zero calories. Each spoonful of sweetness begins with rebiana, the best-tasting part of the stevia leaf. Go ahead, grab a spoon and enjoy. We promise it won't end up on your conscience or your thighs.


Learn more at truvia.com
taste sweetness without guilt
Tear here to remove this label.
Truvia™ natural sweetener is the beautiful choice for you and the planet. Please recycle this container.
Measure to your own taste. Remember that 3/4 teaspoon sweetens like 2 teaspoons of sugar with no calories.

Exhibit D


Nature's Calorie-Free Sweetener
truvía
Baking Blend
Truvia® Natural Sweetener with Sugar
75% Fewer Cal
Per Serving than Sug
Natural Ingredien
Bakes and Brows
Like Sugar
Use ½ Cup in Plac
1 Cup Sugar


Truvia® Natural Sweetener with Sugar:
Our natural sweetness is born from the sweet leaf of the stevia plant and combined with erythritol, a natural sweetener, produced by a natural process that is also found in fruits like grapes and pears. Our Baking Blend combines Truvia® natural sweetener with sugar for use in your favorite recipes with 75% fewer calories than sugar.
Conversion Chart
Truvia® Baking Blend
1 ½ teaspoons
2 tablespoons
2 tablespoons + 2 teaspoons
¼ cup
¼ cup + 2 tablespoons
½ cup
truvia.com/baking
Raspberry Oatmeal Bars with Truvia® Baking Blend
Makes 24 bars
Crust / Topping:
2 cups old fashioned oats
2 cups all purpose flour
¼ cup unsalted butter, softened
⅓ cup Truvia® Baking Blend
1 tsp cinnamon
½ tsp salt
1 tsp vanilla extract
Filling:
4 cups raspberries (fresh or frozen)
⅓ cup Truvia® Baking Blend
2 tsp lemon juice
⅓ cup corn starch
Instructions:
1. Preheat oven to 325° F.
2. Place oats, flour, butter, Truvia® Baking Blend and vanilla in mixing bowl and mix at low
3. Scrape sides of bowl, mix on medium
4. Portion ⅓ of oat mixture into greased 13" x
set aside remaining ⅓ of mixture for topping
5. Press oat mixture into bottom of pan to
6. For filling: blend raspberries, Truvia® Baking
and corn starch until uniform. Spread over
7. For the topping, crumble remaining
the filling.
8. Bake at 325° F for 35-40 minutes
Facts
Daily Value**
0% 0%
0% 0%
1% 2%
0% 0%
PARVE
Ingredients:
erythritol, sugar,
BEST BEFORE 05/2014
31392 07:49
Distributed by:
Cargill, Incorporated
Minneapolis, MN 55440
Truvia® and the Truvia® logo are registered trademarks of The Truvia Company LLC.
(866) 853-6077
truvia.com
truvia
Nature's Calorie-Free Sweetener

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

DENISE HOWERTON, ERIN CALDERON, and RUTH PASARELL, Individually and on Behalf of All Others Similarly Situated,

Plaintiffs,

vs.

CARGILL, INC.,

Defendant.

Civil No. 13-00336 LEK-BMK

ATTACHMENT TO THE DECLARATION OF CLAYTON D. HALUNEN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and others similarly situated,

Plaintiffs,

vs.

CARGILL, INC.,

Defendant.

Civil No. 14-cv-00218-LEK-BMK

EXHIBIT B

EXHIBIT A

STATE OF MINNESOTA DISTRICT COURT

COUNTY OF HENNEPIN FOURTH JUDICIAL DISTRICT

CASE TYPE: Other Civil

Molly Martin, on behalf of herself and all others similarly situated, Plaintiff, v. Cargill, Incorporated, Defendant.	Civil Action No. **NOTICE OF VOLUNTARY DISMISSAL WITHOUT PREJUDICE PURSUANT TO MINN. R. CIV. P. 41.01(a)**

WHEREAS, Defendant Cargill, Incorporated intends to immediately and timely remove the above-captioned action to the United States District Court for the District of Minnesota, but the parties are willing to attempt to resolve this matter through mediation.

THEREFORE, in an effort to avoid unnecessary litigation and expense, Plaintiff Molly Martin hereby voluntarily dismisses all claims in the above-captioned action without prejudice.

Dated: February 27, 2013

HALUNEN & ASSOCIATES

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

DENISE HOWERTON, ERIN CALDERON, and RUTH PASARELL, Individually and on Behalf of All Others Similarly Situated,

Plaintiffs,

vs.

CARGILL, INC.,

Defendant.

Civil No. 13-00336 LEK-BMK

ATTACHMENT TO THE DECLARATION OF CLAYTON D. HALUNEN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and others similarly situated,

Plaintiffs,

vs.

CARGILL, INC.,

Defendant.

Civil No. 14-cv-00218-LEK-BMK

EXHIBIT C

REESE RICHMAN LLP

March 1, 2013

Via Personal Delivery
Cargill, Incorporated
15407 McGinty Road W MS26
Wayzata, Minnesota 55391

Re: *Barry v. Cargill, Incorporated*
Notice of Violation of the California Consumers Legal Remedies Act

Dear Sir or Madam:

I send this letter to you, Cargill, Incorporated ("Cargill" or "Defendant"), on behalf of my client, Lauren Barry, and a proposed class of California residents who purchased one or more Truvía® Natural Sweetener products (the "Truvia Products" or "Products," as further defined in the enclosed Class Action Complaint), at any time from December 2008 to the date of class certification ("the Class"), to advise you that Defendant has violated and continues to violate the Consumers Legal Remedies Act ("CLRA"), California Civil Code § 1750 *et seq.* I ask that Defendant remedy such violation.[1]

Defendant is engaging in unfair competition and unfair or deceptive acts or practices with regard to the Truvia Products, which Defendant marketed, labeled, and/or advertised—and continues to market, label, and/or advertise—as a "natural" sweetener derived from the stevia plant. Such claims are false and misleading because the ingredients of the Products result from chemical processes and have been so fundamentally altered from their original states that the Products cannot be considered natural.

The bulk of the Products' composition is erythritol that, contrary to Defendant's representations, is not derived from fruit. In fact, the erythritol in the Products is derived from corn sugar, although it does not occur in corn naturally. Moreover, the corn used as a source for erythritol is likely artificial, genetically modified corn. In addition to the synthetic sugar substitute erythritol, the Products contain only a miniscule amount of a substance that is derived from stevia leaves, and Defendant derives that substance (rebaudioside A) through a lengthy chemical bathing process that requires the use of such toxic chemicals as acetone, methanol, ethanol, acetonitrile, and isopropanol. More specific details regarding the false and misleading marketing of the Truvia Products are in the enclosed Class Action Complaint.

By misleading consumers about the nutritional qualities, healthfulness, and ingredients of the Truvia Products, Defendant was unjustly enriched by the amount paid for the Products to Defendant. Defendant was motivated to mislead consumers for no other reason than to increase its own sales and profits. California Civil Code § 1770(a) prohibits such activities; more specifically, Section 1770(a) prohibits, among other things:

[1] Per the Mediation Agreement signed Thursday, February 28, 2013 by Cargill and counsel for Ms. Barry in a similar action, *Martin v. Cargill, Incorporated*, counsel for Ms. Barry will not file any lawsuit until the after the termination of the *Martin* mediation (if at all).

- misrepresenting the particular standard, quality, or grade of goods or services;

- advertising goods or services with the intent not to sell them as advertised; and

- representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

My client, Lauren Barry, will file the enclosed Class Action Complaint (or a version thereof) against Defendant concerning the above-described practices and seeking, *inter alia,* monetary relief under the CLRA (i) ***only*** in the event the *Martin* mediation terminates without resolving Ms. Barry's claims, and (ii) in the event the *Martin* mediation terminates without resolving Ms. Barry's claims, if Defendant does not do the following within thirty (30) days of termination of the mediation:

- Identify all consumers similarly situated to Ms. Barry, *i.e.*, all persons in California who purchased Truvía® Natural Sweetener products, or make reasonable efforts to identify such consumers;

- Notify all consumers so identified that upon their request Defendant will refund to the consumers the price they paid for Defendant's Truvía® Natural Sweetener products;

- Give any such requested remedy to the consumers in a reasonable amount of time; and

- Immediately cease from engaging in the above-complained of methods, acts, or practices, or if immediate cessation is impossible or unreasonably expensive under the circumstances, then cease from engaging within a reasonable time.

If (i) the *Martin* mediation terminates without resolving Ms. Barry's claims and (ii) Defendant fails to comply with this request within thirty (30) days of termination of the *Martin* mediation, Defendant may be liable for the following monetary amounts under the Consumers Legal Remedies Act:

- Actual damages suffered;

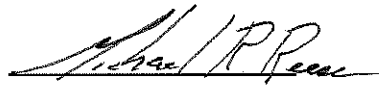
- Punitive damages;

- Costs and attorneys' fees related to suit; and

- Penalties of up to $5,000.00 for each incident where senior citizens have suffered substantial physical, emotional, or economic damage resulting from Defendant's conduct.

I hope, however, that Defendant will choose to correct these unlawful practices. A failure to act within thirty (30) days of termination of the *Martin* mediation without resolving Ms. Barry's claims will be considered a denial of this claim and my client will act accordingly. If you would like to discuss the matter, please do not hesitate to call me at (212) 643-0500. Otherwise, we look forward to Defendant immediately changing its practices and compensating the above-identified individuals.

Sincerely,



Michael R. Reese

Enclosure

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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

LAUREN BARRY, on behalf of herself and all others similarly situated,

Plaintiff,

v.

CARGILL, INCORPORATED,

Defendant.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. Violation of the Cal. CLRA
2. Violation of the Cal. False Advertising Law
3. Violation of the Cal. UCL
4. Breach of Express Warranty

DRAFT

Plaintiff Lauren Barry ("Plaintiff"), on behalf of herself and all others similarly situated, alleges the following claims against defendant Cargill, Incorporated ("Cargill" or "Defendant"):

JURISDICTION

1. This Court has subject matter jurisdiction under the Class Action Fairness Act, 28 U.S.C. section 1332(d) in that: (1) this is a class action involving more than 100 class members; (2) Plaintiff is a citizen of the State of California and Defendant is a citizen of the States of Minnesota and Delaware; and (3) the amount in controversy exceeds the sum of $5,000,000, exclusive of interest and costs.

VENUE

2. Pursuant to 28 U.S.C. section 1391(d), venue is proper in this District because the transactions giving rise to the claims occurred in San Diego County, California.

SUMMARY OF THE ACTION

3. This is a class action complaint brought on behalf of two classes of individuals (the "California Class" and the "Multi-State Class," as defined below) who purchased Cargill's Truvia® Natural Sweetener. Cargill falsely represents that Truvia® Natural Sweetener is "natural," when in fact it is not natural. This lawsuit seeks to enjoin Cargill's false representations and recover damages and restitution on behalf of the class under applicable state law.

4. Defendant Cargill manufactures, markets, and sells Truvia® Natural Sweetener throughout this District, California, and the United States. Cargill launched Truvia® Natural Sweetener in 2008 and claims it has "fundamentally changed the sweetener category."[1] By May 2011, Truvia® Natural Sweetener had become the #2 sugar substitute in the United States.[2]

---

[1] Cargill News Release, November 10, 2011, "The Natural Calorie-Free Sweetener in the US, Truvia® Partners with Leading Sugar Companies in Europe on Eve of European Approval," http://www.cargill.com/news/releases/2011/NA3051754.jsp (visited Feb. 8, 2013).

[2] Lukovitz, "Cargill's Truvia Now #2 Sugar Substitute," *Marketing Daily*, May 3, 2011, http://www.mediapost.com/publications/article/149786/#axzz2FZHB2j6A (visited Feb. 8, 2013).

5. Cargill created Truvia® Natural Sweetener to capitalize on consumers' demand for a natural alternative to processed sweeteners and sugar. Its product packaging and website are intended to convince consumers that Truvia® Natural Sweetener is "natural," when in fact it is not.

6. Cargill manufactures, markets, and sells three forms of Truvia® Natural Sweetener: Truvia® Natural Sweetener in packet form ("Truvia® Packets"), Truvia® Natural Sweetener in spoonable form ("Truvia® Spoonable"), and Truvia® Natural Sweetener Baking Blend ("Truvia® Baking Blend") (collectively, the "Products").

7. Truvia® Packets and Truvia® Spoonable consist of erythritol, stevia leaf extract (also known as rebaudioside A or by its trade name "rebiana"), and natural flavors. Truvia® Baking Blend consists of erythritol, stevia leaf extract, and sugar.

8. The Products' packaging falsely represents that the Products are "natural." As alleged in more detail below, Cargill prominently places the statement "Nature's Calorie-Free Sweetener" on the front panel of each Product label. *See* Exhibit 1, Figure 1 (attached hereto). The packaging for Truvia® Packets falsely represents that "**Truvía® Sweetener comes from nature**;" that erythritol is "a natural sweetener, produced by a natural process;" and that stevia leaf extract is created through the process of steeping (*i.e.*, soaking) dried stevia leaves in water, "similar to making tea." *See* Exhibit 1, Figure 2 (emphasis in original).

9. Contrary to the Product packaging, Truvia® Natural Sweetener is not "natural," nor does it "come from nature." Instead, the ingredients in Truvia® Natural Sweetener are synthetic and highly processed. On information and belief, Plaintiff alleges that the main ingredient in Truvia® Natural Sweetener, erythritol, is manufactured by converting genetically modified corn into a food grade starch, fermenting the starch, and then purifying and crystallizing the resulting substance. This is not a "natural process." Furthermore, on information and belief, Plaintiff alleges that stevia leaf extract is not formed through a process "similar to making tea," but instead is the result of a complex, multi-step extraction process that requires the use of toxic chemicals such as acetone, methanol, ethanol, and/or isopropanol.

10. Characterizing the Products as "natural" is deceptive and misleading to reasonable consumers such as Plaintiff and the Class members. Plaintiff and the Class members purchased the Products based on the reasonable belief that the Products were natural, as Cargill represents. However, reasonable consumers would not believe the Products to be natural, and would not have purchased the Products at the prices at which they are offered, if they had known the true facts about the Products and their ingredients.

PARTIES

11. Plaintiff Lauren Barry resides in San Diego County, California. Within the past year, Plaintiff purchased the Products from various retail locations in San Diego County. Plaintiff made these purchases in reliance on the representations on the Product packaging that the Products are "natural." Plaintiff would not have purchased the Products if she had known that the Products are not natural. If Truvia® Natural Sweetener was in fact natural, as represented on the label, Plaintiff would be continuing to purchase the Product.

12. Defendant Cargill is a corporation organized under the laws of the State of Delaware, with its principal place of business at 15407 McGinty Road, Wayzata, Minnesota 55391. Cargill is one of the largest privately held corporations in the United States. In 2012, Cargill had revenues of $133 billion. According to The New York Times, in 2011, "ad spending for Truvia® Natural Sweetener totaled $27.5 million …."[3]

SUBSTANTIVE ALLEGATIONS

A. The Market for Natural Foods.

13. The market for natural foods is growing rapidly. According to *Natural Foods Merchandiser*, a leading trade publication for the natural foods industry, retail sales of natural and

[3] Elliott, "In Sweetener Campaign, Nature Is the Star," *N.Y. Times*, Oct. 9, 2012, http://www.nytimes.com/2012/10/10/business/media/in-sweetener-ads-cargill-focuses-on-truvias-roots.html?_r=0 (last visited Feb. 8, 2013).

organic foods in United States reached $73.3 billion in 2011, up from $66.6 billion in 2010.[4] The growth in natural food sales is being driven by many factors, including increasing consumer demand for healthy products, concern about environmental issues, favorable media attention about natural and organic products, and the growth of "farm-to-table" movements.[5] A survey by the Shelton Group, a marketing agency, revealed that 25% of consumers believe that "all natural" or "100% natural" is the best description to read on a food label.[6]

14. Cargill developed Truvia® Natural Sweetener to capitalize on the fact that "consumers are reaching for naturally sweetened, lower-calorie foods."[7] Since the inception of the Products, Cargill's marketing strategy has been to "win over consumers … looking for a substitute for sugar, HFCS [high fructose corn syrup] and artificial sweeteners."[8]

B. Cargill's Deceptive Representations.

15. Truvia® Packets are packaged in boxes (140g or 280g) of multiple 0.123 ounce (3.5 gram) packets. Truvia® Spoonable is packaged in a 9.8 ounce multi-serving container. Truvia® Baking Blend is packaged in a 1.5 pound bag.

16. The Products' packages, including the logos, graphics, text, and color schemes, are designed to persuade consumers that the Products are "natural." Indeed, the package designer, Pentagram, specifically admits that the Product packages are intended to "emphasize[] the product as natural, pure and authentic, employing a color palette of green and white, elements of

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[4] "2012 Market Overview," http://img.en25.com/Web/NewHopeNaturalMedia/MO12web.pdf (last visited Feb. 8, 2013).

[5] *Id.*

[6] http://www.sheltongroupinc.com/Shelton%20Eco%20Pulse%202011%20Press%20Release.pdf (visited Feb. 8, 2013).

[7] http://www.cargillfoods.com/na/en/products/sweeteners/specialty-sweeteners/truvia/index.jsp (visited Feb. 8, 2013).

[8] Lukovitz, *supra*, "Cargill's Truvia Now #2 Sugar Substitute."

transparency and rounded, organic shapes. Lightness and transparency are a major part of the brand, and the letterforms of the logotype overlap in different shades of green that give the appearance of something natural and organic. The identity is markedly different from the synthetic appearance of brand competitors like Equal, NutraSweet and Sweet 'N Low."[9]

17. Packaging of Truvia® Packets. The front panel features the name "Truvía®" in green letters, with a stylized dot on the "i" in the shape of a leaf, and the tag line "Nature's Calorie-Free Sweetener." The front panel also includes an image of a strawberry partially dipped in a white powder that resembles sugar. *See* Exhibit 1, Figure 1. The package uses a green and white color scheme, in contrast to the pink, yellow, and blue color schemes used by manufacturers of artificial sweeteners. The side and back panels contain the following representations, which Cargill intends to reinforce consumer perception that the Product is natural:

A. "Erythritol is a natural sweetener, produced by a natural process, and is also found in fruits like grapes and pears." *See* Exhibit 1, Figure 2.

B. "**Truvía® Sweetener comes from nature:** Stevia leaf extract is born from the sweet leaf of the stevia plant, native to South America. Dried stevia leaves are steeped in water, similar to making tea. This unlocks the best tasting part of the leaf which is then purified to provide a calorie-free sweet taste." *See* Exhibit 1, Figure 2 (emphasis in original).

C. "Your whole family will enjoy the **clean sweet taste** of Truvia® **natural sweetener**." *See* Exhibit 1, Figure 3 (emphasis in original) (280g box only).

D. "The Truvia® brand has strong environmental, economic, and social sustainability goals for bringing stevia from **field to table**." *See* Exhibit 1, Figure 3 (emphasis in original).

18. Packaging of Truvia® Spoonable. The front panel of Truvia® Spoonable features the name "Truvía®" in green letters, with a stylized dot on the "i" in the shape of a leaf, and the

[9] Pentagram Website, New Work: Truvia™, http://new/pentagram.com/2008/12/new-work-truvia/ (visited Feb. 8, 2013).

tag line "Nature's Calorie-Free Sweetener." The front panel also includes an image of a strawberry partially dipped in a white powder that resembles sugar. *See* Exhibit 2, Figure 1. The package uses a green and white color scheme. The side and back panels contain the following representations, which Cargill intends to reinforce consumer perception that the Product is natural:

A. "Truvia® natural sweetener is born from the stevia leaf with zero calories. Each spoonful of sweetness begins with rebiana, the best-tasting part of the stevia leaf. Go ahead, grab a spoon and enjoy. We promise it won't end up on your conscience or your thighs." *See* Exhibit 2, Figure 2.

B. "**Truvia® natural sweetener is the beautiful choice for you and the planet.**" *See* Exhibit 2, Figure 3 (emphasis in original).

19. Packaging of Truvia® Baking Blend. The front panel of Truvia® Baking Blend features the name "Truvía®" in green letters, with a stylized dot on the "i" in the shape of a leaf, and the tag line "Nature's Calorie-Free Sweetener." The front panel also includes an image of a strawberry partially dipped in a white powder that resembles sugar. *See* Exhibit 3, Figure 1. The package uses a green and white color scheme. The front and back panels contain the following representations, which Cargill intends to reinforce consumer perception that the Product is natural:

A. "Truvia® Natural Sweetener With Sugar." *See* Exhibit 3, Figure 1.

B. "Natural Ingredients." *See* Exhibit 3, Figure 1.

C. "**Truvia® Natural Sweetener With Sugar:** Our natural sweetness is born from the sweet leaf of the stevia plant and combined with erythritol, a natural sweetener, produced by a natural process that is also found in fruits like grapes and pears." *See* Exhibit 3, Figure 2.

B. Cargill's Truvia.com Website Corroborates Cargill's Intent to Market the Products as "Natural."

20. The Product packaging invites consumers to "Learn more [about the Products] at truvia.com." The website features a green and white color scheme and several pictures of the stevia plant. The website contains the following representations that confirm Defendant's intent to induce consumers into believing the Products are "natural":

A. "[F]rom nature, for sweetness." *See* Exhibit 4, page 1.

B. "The best sweetness comes from nature. Truvia® sweetener is natural, great-tasting sweetness born from the leaves of the stevia plant." *Id.*

C. "When picking your sweetener, consider the stevia plant. After all, it was picked from the earth making Truvia® sweetener sweet from the start." *Id.*

D. "**From Field to Table** [¶] In six stages, the sweetness of stevia makes the journey from harvest to your kitchen. By always following this series of steps, we ensure we obtain the best tasting part of the stevia leaf." *Id.* (emphasis in original).

E. "The [stevia] leaves are steeped in water similar to making tea." *Id.*

F. "The sweet extract is then purified to concentrate the best tasting part of the leaf." *Id.*

G. "Sprinkled, stirred or baked. Naturally." *Id.*

H. "**Ingredients Erythritol** [¶] Erythritol is a sugar alcohol found naturally in various fruits such as grapes and melons. Erythritol is a natural, non-caloric sweetener, used as an ingredient that provides bulk for Truvia® natural sweetener." *Id.* (emphasis in original).

I. "**Stevia Leaf Extract** [¶] The extract comes from the leaves of the stevia plant, which was discovered hundreds of years ago in Paraguay and has been used worldwide for decades." *Id.* (emphasis in original).

J. "**Choose Your Natural Sweetness** [¶] Sprinkled, stirred or poured, Truvia® natural sweetener is refreshingly uncomplicated. But what else would you expect from a sweetener that comes from a simple little leaf?" *See* Exhibit 4, page 2.

K. "**Truvia® Natural Sweetener** [¶] Truvia® Natural Sweetener is natural, great-tasting sweetness born from the leaves of the stevia plant." *Id.* (emphasis in original).

L. "**Truvia® Baking Blend** [¶] Sweet things from nature come together in Truvia® Baking Blend. Truvia® natural sweetness is born from the leaves of the stevia plant and blended with sugar and erythritol for sweetness that bakes into anything." *Id.*

C. The Effect of Defendant's Deceptive Packaging on the Perceptions of a Reasonable Consumer.

21. The Products' packaging leads a reasonable consumer, including Plaintiff and the

Class members, to believe the Products are natural, when they are in fact not natural, including (but not limited to) by means of leading the reasonable consumer to believe one or more of the following: (1) the Products consist entirely of natural ingredients; (2) the principal ingredient in the Products is stevia leaf extract, which is closely associated with the raw stevia plant; (3) the process necessary to derive stevia leaf extract from the stevia plant is simple and is similar to making tea; and (4) the erythritol used in the Products is natural and produced through a natural process.

D. The True Facts Regarding Truvia® Natural Sweetener.

22. Contrary to Cargill's representations, the principal ingredient in Truvia® Natural Sweetener is erythritol, not stevia leaf extract. On information and belief, Plaintiff alleges that Truvia® Natural Sweetener consists of 98-99% erythritol and only 1-2% stevia leaf extract.

23. Contrary to Cargill's representations, the erythritol used in the Products is not "natural" or created through a "natural process." Instead, Plaintiff alleges on information and belief that the erythritol used in the Products is derived from genetically modified corn. A genetically modified organism ("GMO") is one in which its genetic material has been modified so that the organism exhibits traits that do not appear in nature. By definition, a GMO is not "natural." According to Cargill's website, to produce erythritol, Cargill combines corn with enzymes and fungi. The resulting slurry is then allowed to ferment resulting in a fermentation broth. The broth is then filtrated and purified through ion-exchange resins and activated charcoal. Finally, the broth is concentrated and crystallized to form erythritol.[10] This is not a "natural process."

24. Contrary to Cargill's representations, the stevia leaf extract used in the Products is not closely associated with the raw stevia plant. In fact, the U.S. Food and Drug Administration has banned the use of raw stevia and crude stevia extract because of health concerns. Plaintiff

[10] http://www.cargillfoods.com/emea/en/products/sweeteners/polyols/zerose-erythritol/manufacturing-process/index.jsp (accessed Feb. 8, 2013).

alleges on information and belief that the stevia leaf extract used in the Products, which is called rebaudioside A or rebiana, is derived through a complex, multi-step extraction process involving the use of harmful and toxic chemicals such as acetone, methanol, ethanol, and/or isopropanol. Contrary to Cargill's representations, rebaudioside A is not "natural" but instead is a highly processed substance.

E. Consumers Have Been Injured by Defendant's False Representations.

25. Cargill's false representations about the Products are material in that they induced Plaintiff and the Class members to purchase the Products instead of lower-priced, artificial sweeteners such as Sweet 'N Low. Plaintiff and the Class members would not have purchased the Products at the price offered had they known the true facts about the Products.

CLASS ALLEGATIONS

26. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil Procedure 23. Plaintiff seek to represent the following classes:

A. The "California Class," which consists of: All consumers within the State of California who purchased Truvia® Natural Sweetener during the applicable liability period for their personal use, rather than for resale or distribution. Excluded from the California Class are Defendant's current or former officers, directors, and employees; counsel for Plaintiff and Defendant; and the judicial officer to whom this lawsuit is assigned.

B. The "Multi-State Class," which consists of: All consumers in Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Maine, Massachusetts, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, or Wyoming who purchased Truvia® Natural Sweetener during the applicable liability period for their personal use, rather than for resale or distribution. Excluded from the Multi-State Class are Defendant's current or former officers, directors, and employees; counsel for Plaintiff and Defendant; and the judicial officer to whom this lawsuit is assigned.

27. The requirements of Federal Rule of Civil Procedure 23 are satisfied because:

A. Numerosity: The members of each class are so numerous that joinder of all members is impracticable. While the exact number of class members is presently unknown to Plaintiff, based on Defendant's volume of sales, Plaintiff estimates that each class numbers in the thousands.

B. Commonality: There are questions of law and fact that are common to the class members and that predominate over individual questions. These include the following:

i. Whether Defendant materially misrepresented that Truvia® Natural Sweetener is "natural" to the Class members;

ii. Whether Defendant's misrepresentations and omissions were material to reasonable consumers;

iii. Whether Defendant's labeling, marketing, and sale of Truvia® Natural Sweetener constitutes an unfair, unlawful, or fraudulent business practice;

iv. Whether Defendant's labeling, marketing, and sale of Truvia® Natural Sweetener constitutes false advertising;

v. Whether Defendant's conduct described above constitutes a breach of warranty;

vi. Whether Defendant's conduct injured consumers and, if so, the extent of the injury; and

vii. The appropriate remedies for Defendant's conduct.

C. Typicality: Plaintiff's claims are typical of the claims of the class members because Plaintiff suffered the same injury as the class members—*i.e.*, Plaintiff purchased the Products based on Defendant's misleading representations that the Products are "natural."

D. Adequacy: Plaintiff will fairly and adequately represent and protect the interests of the members of each class. Plaintiff does not have any interests that are adverse to those of the Class members. Plaintiff has retained competent counsel experienced in class action litigation and intends to prosecute this action vigorously.

E. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Class action treatment will permit a large number of

similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Since the damages suffered by individual Class members are relatively small, the expense and burden of individual litigation make it virtually impossible for the Class members to seek redress for the wrongful conduct alleged, while an important public interest will be served by addressing the matter as a class action.

28. The prerequisites for maintaining a class action for injunctive or equitable relief under Federal Rule of Civil Procedure 23(b)(2) are met because Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole.

FIRST CAUSE OF ACTION

(Violation of the California Consumers Legal Remedies Act – By the California Class)

29. Plaintiff incorporates by reference the allegations set forth above.

30. Plaintiff and the California Class members are "consumers" under the California Consumers Legal Remedies Act ("CLRA"), California Civil Code section 1761(d).

31. The Products are "goods" under California Civil Code section 1761(a).

32. The purchases by Plaintiff and the California Class members of the Products are "transactions" under California Civil Code section 1761(e).

33. As alleged in paragraphs 15-19 above, Defendant has violated California Civil Code sections 1770(a)(5) and (a)(7) by making false representations on the Product packaging and in marketing (as detailed herein) that lead a reasonable consumer to believe that the Products are natural, including but not limited to representations that lead a reasonable consumer to believe: (1) the Products consist entirely of natural ingredients; (2) the principal ingredient in the Products is stevia leaf extract, which is closely associated with the raw stevia plant; (3) the process necessary to derive stevia leaf extract from the stevia plant is simple and is similar to making tea; and (4) the erythritol used in the Products is natural and produced through a natural process.

34. As alleged in paragraphs 22-24 above, these statements are false because: (1) the Products contain non-natural ingredients; (2) the principal ingredient in the Products is erythritol,

not stevia leaf extract; (3) stevia leaf extract is not closely associated with the raw stevia plant but instead, on information and belief, is derived through a complex, multi-step process involving use of toxic chemicals; and (4) the erythritol used in the Products is not natural or produced through a natural process but instead, on information and belief, is manufactured by fermenting, processing, and purifying genetically modified corn.

35. Plaintiff and the California Class members relied on the representations by Defendant alleged in paragraphs 15-19 above. Plaintiff and the California Class members would not have purchased the Products at the price offered if they had known that, contrary to Defendant's representations, the Products are not, in fact, natural. Plaintiff and the California Class members suffered damages equal to the purchase price of the Products.

36. CLRA SECTION 1782 NOTICE. On March 1, 2013, a CLRA demand letter was sent to Defendant that provided notice of Defendant's violation of the CLRA and demanded that Target correct, repair, replace, or otherwise rectify the unlawful, unfair, false, and/or deceptive practices complained of herein. The letter also stated that if Defendant refused to do so, a complaint would be filed seeking damages in accordance with the CLRA. Defendant has failed to comply with the letter. Accordingly, pursuant to California Civil Code section 1780(a)(3), Plaintiff, on behalf of herself and all other members of the Class, seeks compensatory damages, punitive damages, and restitution of any ill-gotten gains due to Defendant's acts and practices.

37. Pursuant to California Civil Code sections 1780 and 1782, Plaintiff and the California Class members seek damages in an amount to be proven at trial; an injunction to bar Defendant from continuing its deceptive advertising practices; and reasonable attorneys' fees and costs.

SECOND CAUSE OF ACTION
(Violation of the California False Advertising Law – By the California Class)

38. Plaintiff incorporates by reference the allegations set forth above.

39. The California False Advertising Law ("FAL"), California Business & Professions Code section 17500 *et seq.*, makes it unlawful for a corporation to induce the public to buy its products by knowingly disseminating untrue or misleading statements about the products.

40. Defendant's representations concerning the Products, as alleged in paragraphs 15-19 above, are untrue and misleading. These representations were likely to deceive a reasonable consumer. The true facts regarding the Products are set forth in paragraphs 22-24 above. Defendant knew, or reasonably should have known, that its representations concerning the Products are untrue and misleading, since it knows how the Products and their ingredients are manufactured. Defendant made these representations with the intent to induce Plaintiff and the California Class members to purchase the Products. Plaintiff and the California Class members purchased the Products in reliance on the untrue and misleading representations by Defendant.

41. Pursuant to California Business & Professions Code section 17535, Plaintiff and the California Class members seek restitution of the purchase price paid for the Products and an injunction barring Defendant from continuing its deceptive advertising practices.

THIRD CAUSE OF ACTION

(Violation of the California Unfair Competition Law – By the California Class)

42. Plaintiff incorporates by reference the allegations set forth above.

43. The California Unfair Competition Law, California Business & Professions Code section 17200 *et seq.*, prohibits any unlawful, unfair, or fraudulent business act or practice.

44. Defendant's conduct is unlawful because it violates the CLRA, the FAL, as well as California Health & Safety Code section 110660, which states: "Any food is misbranded if its labeling is false or misleading in any particular."

45. Defendant's conduct is fraudulent because, as alleged in paragraphs 15-19 and 22-24 above, Defendant's representations concerning the Products were false and misleading, and Plaintiff and the California Class members relied on those representations in purchasing the Products.

46. Plaintiff and the California Class members have suffered injury in fact and lost money as a result of Defendant's conduct, since they purchased the Products in reliance on Defendant's misrepresentations and would not have purchased the Products if they had known the true facts about the Products.

47. Pursuant to California Business & Professions Code section 17203, Plaintiff and

the California Class members seek restitution of the purchase price paid for the Products, plus an injunction barring Defendant from continuing its deceptive advertising practices.

FOURTH CAUSE OF ACTION
(Breach of Express Warranty – By the Nationwide Class)

48. Plaintiff incorporates by reference the allegations set forth above.

49. Plaintiff and the Multi-State Class members formed a contract with Defendant at the time they purchased the Products. As part of that contract, Defendant represented that the Products were "natural," as described above. These representations constitute express warranties and became part of the basis of the bargain between Plaintiff and the Multi-State Class members, on the one hand, and Defendant, on the other.

50. Defendant made the above-described representations to induce Plaintiff and the Multi-State Class members to purchase the Products, and Plaintiff and the Multi-State Class members relied on the representations in purchasing the Products.

51. All conditions precedent to Defendant's liability under the above-referenced contract have been performed by Plaintiff and the other Multi-State Class members.

52. Defendant breached its express warranties about the Products because, as alleged above, the Products are not "natural." Defendant breached the following state warranty laws:

A. Alaska Stat. section 45.02.313;

B. A.R.S. section 47-2313;

C. A.C.A. section 4-2-313;

D. Cal. Comm. Code section 2313;

E. Colo. Rev. Stat. section 4-2-313;

F. Conn. Gen. Stat. section 42a-2-313;

G. 6 Del. C. section 2-313;

H. D.C. Code section 28:2-313;

I. O.C.G.A. section 11-2-313;

J. HRS section 490:2-313;

K. Idaho Code section 28-2-313;

L. 810 ILCS 5/2-313;

M. Ind. Code section 26-1-2-313;

N. K.S.A. section 84-2-313;

O. KRS section 355.2-313;

P. 11 M.R.S. section 2-313;

Q. Mass. Gen. Laws Ann. ch. 106 section 2-313;

R. Miss. Code Ann. section 75-2-313;

S. R.S. Mo. Section 400.2-313;

T. Mont. Code Anno. Section 30-2-313;

U. Neb. Rev. Stat. section 2-313;

V. Nev. Rev. Stat. Ann. section 104.2313;

W. RSA 382-A:2-313;

X. N.J. Stat. Ann. section 12A:2-313;

Y. N.M. Stat. Ann. section 55-2-313;

Z. N.Y. U.C.C. Law section 2-313;

AA. N.C. Gen. Stat. section 25-2-313;

AB. N.D. Cent. Code section 41-02-30;

AC. ORC Ann. section 1302.26;

AD. 12A Okl. St. section 2-313;

AE. Or. Rev. Stat. section 72-3130;

AF. 13 Pa.C.S. section 2313;

AG. R.I. Gen. Laws section 6A-2-313;

AH. S.C. Code Ann. section 36-2-313;

AI. S.D. Codified Laws, section 57A-2-313;

AJ. Tenn. Code Ann. section 47-2-313;

AK. Tex. Bus. & Com. Code section 2.313;

AL. Utah Code Ann. section 70A-2-313;

AM. 9A V.S.A. section 2-313;

AM. Va. Code Ann. section 59.1-504.2;

AO. Wash. Rev. Code Ann. section 62A.2-313;

AP. W. Va. Code section 46-2-313;

AQ. Wyo. Stat. section 34.1-2-313.

53. As a result of Defendant's breaches of express warranty, Plaintiff and the other members of the Multi-State Class were damaged in the amount of the purchase price they paid for the Products, in amounts to be proven at trial.

54. Within a reasonable time after they knew or should have known of such breach, Plaintiff, on behalf of herself and the other members of the Multi-State Class, placed Defendant on notice thereof.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for judgment against Defendant as follows:

A. For an order enjoining Defendant from continuing the unlawful practices set forth above;

B. For an order requiring Defendant to disgorge and make restitution of all monies Defendant acquired by means of the unlawful practices set forth above;

C. For compensatory damages according to proof;

D. For punitive damages according to proof;

E. For reasonable attorneys' fees and costs of suit;

F. For pre-judgment interest; and

G. For such other relief as the Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury on all claims so triable.

Dated: **DRAFT**, 2013

REESE RICHMAN, LLP

DRAFT

MICHAEL R. REESE
KIM E. RICHMAN
KATE J. STOIA
JASON C. HARDY

Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

DENISE HOWERTON, ERIN CALDERON, and RUTH PASARELL, Individually and on Behalf of All Others Similarly Situated,

Plaintiffs,

vs.

CARGILL, INC.,

Defendant.

Civil No. 13-00336 LEK-BMK

ATTACHMENT TO THE DECLARATION OF CLAYTON D. HALUNEN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and others similarly situated,

Plaintiffs,

vs.

CARGILL, INC.,

Defendant.

Civil No. 14-cv-00218-LEK-BMK

EXHIBIT D

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HALUNEN & ASSOCIATES FIRM RESUME

1. The law firm of Halunen & Associates was founded in 1998 and has offices in Minneapolis and Chicago.

2. The firm has successfully represented employees, independent contractors, and consumers in a variety of complex litigation and class action matters. Members of the firm have served in lead, management, discovery, and coordinating capacities in numerous collective actions, class actions, MDLs, and other complex litigation matters.

3. Clayton Halunen is Managing Partner of Halunen & Associates. He practices primarily in the areas of employment and class action litigation on behalf of plaintiffs. He has tried over thirty cases to a verdict and has served in lead, management or coordinating capacities

in numerous collective and class actions. Mr. Halunen has been involved in the prosecution of class action employment and consumer matters including, but not limited to:

a. *Cruz et al. v. Lawson Software, Inc,* Court File No.: 08-5900 (MJD/JSM) (D. Minn.).

b. *Davis et al. v. SOH Distribution Company, Inc.*, Court File No.: 09-cv-237-CCC (M.D. Penn.).

c. *Richardson v. L'Oreal USA, Inc.* Court File No. 1:13-cv-00508-JDB (D.D.C.)

d. *Hale et al. v. ABRA Auto Body and Glass, Inc.*, Court File No.: 07-cv-3367 (PAM/JSM) (D. Minn.).

e. *In re FedEx Ground Package System, Inc., Employment Practices Litigation,* MDL No.:1700 (N.D. Ind.).

f. *In re Certainteed Corporation Roofing Shingles Products Liability Class Action*, Court File No. MDL Docket No. 1817 (E.D. Penn.).

g. *Alcoa Oasis Decking Products Liability Class Action,* Court File No.: 12-cv-10164 (DJC) (D. Mass.).

h. *Building Products of Canada Shingles Products Liability Class Action,* Court File No.: 12-cv-00016 (JGM) (D. Vermont).

i. *IKO Roofing Shingles Products Liability Class Action,* Court File No. MDL Docket No.: 2104 (C.D. Ill.).

j. *James Hardie Siding Products Liability Class Action,* Court File No.:2359 (D. Minn.).

k. *Owens Corning Shingle Products Liability Class Action,* Court File No.: 09-cv-01567 (W.D. Penn.).

l. *Groupon Inc. Consumer Class Action*, MDL No.: 2238 (RBB) (S.D. Cal.).

m. *Living Social Consumer Class Action*, MDL No.: 2254 (D.C.).

n. *United States of America, et al., ex rel. Tamara Dietzler v. Abbott Labs.*, Civil Action No. 1:09-cv-00051 (W.D. Va.);

o. *Nowicki v. Natrol, Inc.*, Case No. 1:13-cv-03882 (N.D. Ill.);

p. *Paolone v. Wal-Mart Stores, Inc.*, Case No. 1:12-cv-1333(NAM/TWD) (N.D.N.Y.);

q. *Kardovich v. Pfizer, Inc.*, Case No. 13-cv-07378-RRM-JMA (E.D.N.Y.);

r. *Dang v. Samsung Elec. Co.*, Civil Action No. CV 14-00530 SI (N.D. Cal.);

s. *Bassett v. Elec. Arts., Inc.*, Civil Action No. 1:13-cv-04208-MKB-SMG (E.D.N.Y).

4. Mr. Halunen was one of the Relators' counsel in case of *United States of America, et al., ex rel. Tamara Dietzler v. Abbott Labs., Civil Action No. 1:09-cv-00051 (W.D. Va.)* where Halunen & Associates was instrumental in achieving a settlement against Abbott Labs for government fraud in an amount in excess of $1.5 Billion—one of the largest recoveries under the False Claims Act in United States history.

5. Mr. Halunen is licensed to practice in all courts for the State of Minnesota as well as the United States District Courts for the District of Minnesota and the Northern and Central Districts of Illinois. He is a Minnesota State Bar Association Board Certified Labor and Employment Law Specialist, a member of the National Employment Lawyers Association, and the Minnesota State Bar Association (Governing Council, Labor and Employment). Mr. Halunen is a frequent lecturer, and is regularly named to Who's Who in Minnesota Employment Law. Every year since 2003, he has been named a *Super Lawyer* by Minnesota Law & Politics.

6. Melissa Wolchansky is a Partner with Halunen & Associates and co-chairs the consumer class action litigation team. She is licensed to practice in all courts in the State of Minnesota as well as the United States District Court for the District of Minnesota. Ms. Wolchansky graduated from William Mitchell College of Law in 2007, after which she clerked for the Honorable Lucy Wieland, then Chief Judge of the Hennepin County District Court and the Honorable Gary Larson of the Hennepin County District Court. She began working in private practice in 2009. In 2012 and 2013, Ms. Wolchansky was named as *Super Lawyer* Rising Star by Minnesota Law & Politics. Ms. Wolchansky is involved in the prosecution of consumer class action matters including, but not limited to:

a. *Ligon v. L'Oreal USA, Inc.*, Court File No.: CV-12-4585 (N.D. Cal.);

b. *Richardson v. L'Oreal USA, Inc.* Court File No. 1:13-cv-00508-JDB (D.D.C.)

c. *Paolone v. Wal-Mart Stores, Inc.*, Court File No. 1:12-cxv-01333 (NAM/TWD) (N.D. New York);

d. *Alcoa Oasis Decking Products Liability Class Action,* Court File No.: 12-cv-10164 (DJC) (D. Mass.).

e. *IKO Roofing Shingles Products Liability Class Action,* Court File No. MDL Docket No.: 2104 (C.D. Ill.).

f. *James Hardie Siding Products Liability Class Action,* Court File No.:2359 (D. Minn.).

g. *Owens Corning Shingle Products Liability Class Action,* Court File No.: 09-cv-01567 (W.D. Penn.).

h. *Living Social Consumer Class Action,* MDL No.: 2254 (D.C.);

i. *Kardovich v. Pfizer, Inc.*, Case No. 13-cv-07378-RRM-JMA (E.D.N.Y.);

j. *Dang v. Samsung Elec. Co.*, Civil Action No. CV 14-00530 SI (N.D. Cal.);

k. *Bassett v. Elec. Arts., Inc.*, Civil Action No. 1:13-cv-04208-MKB-SMG (E.D.N.Y).

7. Susan Coler is a Partner with Halunen & Associates and practices primarily in the area of plaintiffs' employment class action litigation, False Claims Act litigation, and consumer class actions. She is licensed to practice in all Courts in the State of Minnesota and is a Minnesota State Bar Association Board Certified Labor and Employment Law Specialist. She is also licensed to practice in the State of Illinois. She graduated cum laude and Order of the Coif in 1989 from Northwestern University School of Law in Chicago, Illinois, after which she clerked for the now-deceased Honorable Robert G. Renner, United States District Court, District of Minnesota. She began her class action practice in 1991. She has spoken at local, regional and national legal conferences on class action and employment law issues, and co-wrote "Handling Class Actions Under the ADEA" published in the 2006 Employee Rights and Employment Policy Journal. She has an AV Peer Review Rating from LexisNexis Martindale-Hubbell. Prior to joining Halunen & Associates, she practiced with the class action law firm of Sprenger & Lang, PLLC in its Minneapolis office.

8. Over her career, Ms. Coler has had a significant role in the prosecution of numerous collective and class actions including as lead and co-lead counsel. These cases include:

a. *Scott, et al. v. Now Courier Inc.*, Court File No.: 1:10-cv-00971 (S.D. Ind.).

b. *Cruz, et al. v. Lawson Software*, Civil No.: 08-5900 (D. Minn.).

c. *Garcia, et al. v. 3M Company*, Court File No.: 09-cv-03495 (D. Minn.).

d. *Whitaker, et al. v. 3M Co.*, Court File No.: 62-C4-04-012239 (Second Judicial District of Minnesota).

e. *Carlson, et al. v. C.H. Robinson Worldwide Inc.,* Court File No.: CIV 02-3780 (D. Minn.).

f. *Romero, et al. v. Allstate,* Civil Action No.: 01-3894 (E.D. Penn.).

g. *In re NT Liquidation, Inc., In re CML Group Inc., case,* Civil Nos.: 98-48196 and 98-48197 (W.D. Mass.).

h. *Kirkvold, et al. v. Dakota Pork Industries, Inc., et al.,* Court File No. Civ. 97-4166 (D. South Dakota).

i. *Jenson, et al. v. Eveleth Taconite Co.,* Court File No.: 97-1147 (D. Minn.), 130 F.3d 1287 (8th Cir. 1997)).

j. *Burns, et al. v. Control Data Corporation,* C.A. No.: M.D. 4-96-41 (D. Minn.).

k. *Aburime, et al. v. Northwest Airlines, Inc., et al.,* Civil No.: 3-89-402 (D. Minn.).

l. *Franklin, et al. v. Metropolitan Waste Control Commission,* C.A. No.: 3-88-784 (D. Minn.).

Dated: June 17, 2014

/s/ Clayton D. Halunen

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

DENISE HOWERTON, ERIN CALDERON, and RUTH PASARELL, Individually and on Behalf of All Others Similarly Situated, Plaintiffs, vs. CARGILL, INC., Defendant.	Civil No. 13-00336 LEK-BMK **DECLARATION OF MICHAEL R. REESE IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and others similarly situated, Plaintiffs, vs. CARGILL, INC., Defendant.	Civil No. 14-cv-00218-LEK-BMK

I, Michael R. Reese, declare as follows:

1. I am a partner at Reese Richman LLP, and a member in good standing of the bars of the State of New York and State of California, and numerous federal bars, including, but not limited to, the Ninth Circuit. I respectfully submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlment, and the Memorandum of Law in Support of Motion. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration, and could competently testify to them if called upon to do so.

I. INTRODUCTION

2. I am one of the lead attorneys representing Plaintiffs Molly Martin and Lauren Barry in this matter. Reese Richman LLP ("Reese Richman") has been responsible for the prosecution of this Action since its inception and for the negotiation of the Proposed Settlement. Throughout the course of the litigation and settlement negotiations, Reese Richman has vigorously represented the interests of the Class Members.

3. The attorneys representing Plaintiffs and the proposed class have performed extensive work identifying and investigating potential claims and drafting and filing the complaint.

II. THE FILING OF COMPLAINTS, DISCOVERY, NEGOTIATION AND MEDIATION

A. The Filing of the Complaints and Pre-Litigation Investigation

4. Reese Richman, along with co-counsel Halunen & Associates, served a complaint on Cargill styled *Martin v. Cargill, Inc.* on February 12, 2013 in the Hennepin County, Minnesota, District Court, which challenged the labeling of Cargill's Truvia Consumer Products.

5. Plaintiff Martin voluntarily dismissed the action without prejudice on February 28, 2013 in order to facilitate mediation of the dispute.

6. On behalf of Plaintiff Barry, we sent a letter and draft complaint to Cargill on March 1, 2013 alleging that Cargill violated the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq*. (the "CLRA") in its labeling and marketing of the Truvia Consumer Products as "natural" and in its description of the stevia leaf extract and erythritol ingredients. In her draft proposed complaint, Plaintiff Barry sought damages and injunctive relief and proposed to represent herself and California and nationwide classes of Truvia Consumer Product purchasers.

7. Many months prior to service on Cargill, we began investigating the facts underlying the allegations in the Complaint. We reviewed and scrutinized the Truvia Consumer Products' labeling and advertising, conducted independent scientific research regarding the manufacturing process of the Truvia Consumer Products, and consulted

with an expert to thoroughly understand the complex scientific issues involved in this Action.

B. Pre-Mediation Discovery and Analysis

8. Before attending mediation, we conducted a thorough and extensive examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the potential claims to determine the strength of both defenses and liability sought in this Action. During that time, we discussed their respective defenses to claims and dispositive motions. We, along with our plaintiffs, Martin and Barry, and Cargill then agreed that there were practical reasons for exploring the potential for early resolution of this matter.

9. As a prerequisite to mediation, we required Cargill to provide discovery regarding the labeling of the Truvia Consumer Products, including information concerning marketing, label design, product formulation, manufacturing processes for the product ingredients, profit and loss statements, information regarding Cargill's sales to grocery stores and other retailers, and Food and Drug Administration and other regulatory submissions.

10. Through pre-mediation discovery, we obtained a full understanding of the processing of the Truvia Consumer Products' ingredients, which Cargill used as a basis for its labeling.

11. We extensively investigated the ingredients in the Truvia Consumer Products, including the methods for producing Rebaudioside A and erythritol, and the use

of dextrose derived from genetically modified corn as a feedstock in the erythritol production process.

12. In addition, we evaluated the various state consumer protection laws, as well as the legal landscape to determine the strength of the claims, the likelihood of success, and the parameters within which courts have assessed settlements similar to the instant proposed Settlement.

13. Prior to engaging in mediation, we exchanged extensive correspondence and held several teleconferences to discuss the parameters for mediation.

III. THE PARTIES' SETTLEMENT NEGOTIATIONS WITH THE ASSISTANCE OF JUDGE JAMES ROSENBAUM

A. Protracted, Arm's-Length Settlement Negotiations and Mediation

14. I attended and personally participated in a two-day mediation on June 13, 2013 conducted with the assistance of Hon. James M. Rosenbaum (Ret.) of JAMS, in Minneapolis, Minnesota. I traveled from New York, New York to Minneapolis, Minnesota to participate in the mediation.

15. After lengthy negotiations, the mediation session ended with no final agreement. Following the first mediation session, the Parties had several in-person meetings and teleconferences in order to continue efforts at resolution, including working through what, at times, appeared to be impasses.

16. In the meantime, settlement negotiations between Plaintiffs Martin and Barry and Cargill continued for several weeks. Plaintiffs and Cargill entered into a second mediation session with the assistance of Judge Rosenbaum on July 30, 2013 in

which my partner, Kim Richman, travelled from New York, New York to Minneapolis, Minnesota in order to participate. After highly-contested negotiations, the Parties moved closer to achieving a settlement on behalf of the Class. The Parties concluded the second mediation session with a tentative agreement to attend a third mediation session if they could agree on the general terms of a settlement. Plaintiffs Martin and Barry and Cargill entered into a third mediation session with Judge Rosenbaum two days later on August 2, 2013, which resulted in a settlement of $5.3 million nationwide class action settlement (the "Martin Settlement").

17. We filed a federal action in the District of Minnesota along with a motion for preliminary approval of the Martin Settlement on September 18, 2013. *Martin v. Cargill, Inc*., 13-CV-02563 ("Minnesota Action"). Simultaneously, Cargill filed a motion for nationwide stay and preliminary injunction.

18. Judge Kyle of the District of Minnesota held a hearing on Plaintiffs Martin and Barry's motion for preliminary approval of the Martin Settlement on October 23, 2013. I travelled to Minneapolis, Minnesota from New York to argue in support of preliminary approval of the settlement. Plaintiff Howerton objected to preliminary approval of the Martin Settlement.

19. Judge Kyle denied the motion for preliminary approval without prejudice, stating that he did not have sufficient information to assess the settlement on October 29, 2013. Rather than asking for more information to asses the settlement at that juncture, Judge Kyle, who was concerned with the potential for duplicative class-action litigation, issued an order to show cause as to whether the first-filed rule should be applied to

transfer the Minnesota Action to Hawaii. The matter was briefed by Plaintiffs Martin and Barry and Plaintiff Howerton.

20. Cargill moved for consolidated pretrial proceedings in the District of Minnesota pursuant to 28 U.S.C. §1407 before the Judicial Panel on Multidistrict Litigation ("Panel"). I travelled to New Orleans, Lousiana from New York, New York to argue on behalf of Plaintiffs Martin and Barry before the Panel. The Panel denied Cargill's motion for consolidated pretrial proceedings on February 12, 2014. *In re Truvia Natural Sweetener Mktg. and Sales Practices Litig.*, MDL No. 2512, 2014 WL 585552 (J.P.M.L. Feb. 12, 2014).

21. Judge Kyle *sua sponte* transferred the Minnesota Action to Hawaii on May 2, 2014.

22. Plaintiffs Howerton, Calderon, and Pasarell filed a consolidated amended complaint on May 12, 2014.

23. The Minnesota Action was consolidated with *Howerton* on May 19, 2014.

24. Despite the complicated and sometimes contentious procedural history in this case, Plaintiffs' Counsel determined that the class was best served if all interests were aligned. For several months, all Plaintiffs' counsel and Cargill worked to amend the Settlement Agreement to include all pending actions. This involved in-person meetings both in New York, New York and Minneapolis, Minnesota for which I travelled from New York to Minneapolis in order to participate and lead the discussion. By working together, the settlement fund was enhanced by $800,000 and addressed all questions raised by Judge Kyle at the preliminary approval hearing that took place in Minnesota.

25. This Settlement was achieved after nearly a year of zealous negotiations by Counsel on behalf of their respective clients and only after multiple settlement proposals were exchanged, rejected and then modified prior to being accepted.

B. Settlement Agreement and Recognition of the Difficulties Associated with Litigation

26. The Parties fully formalized the Settlement in a long-form Settlement Agreement that was fully executed on June 18, 2014.

27. The Parties negotiated the Attorney's Fees and Expenses here only after they had agreed upon the basic structure of the Settlement's substantive terms.

28. Based on extensive investigation and discovery, Plaintiffs believe that they could obtain class certification, defeat all dispositive motions filed by Defendant, and proceed to a trial on the merits. Plaintiffs remain convinced their case has merit, but still recognize substantial risk is involved in continued litigation.

29. All complex class actions are uncertain in terms of ultimate outcome, difficulties of proof, and duration, and this action is no different. There is always the possibility that we may not prevail if this action continues. However, Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to prosecute the claims through trial and appeal and have taken into consideration the uncertain outcome and risk of litigation, as well as the difficulties and delays inherent in such litigation. Nonetheless, Plaintiffs and Class Counsel recognize that Defendant has several factual and legal defenses that, if successful, would defeat or substantially impair the value of Plaintiffs' claims. We believe the settlement articulated in the Proposed

Settlement confers substantial benefits upon the Settlement Class Members. Based on the above-described evaluation, we have determined that the settlement set forth in the Proposed Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class.

30. Cargill has denied, and continues to deny, any liability and maintains that its current labeling is truthful and not misleading. Cargill has also indicated that, should this matter proceed, it will vigorously oppose certification of a litigation class. In the event Plaintiffs seek certification of a litigation class, Cargill will argue that individualized issues related to damages predominate because the proposed class members purchased the Truvia Consumer Products for varying reasons, had varying interpretations of the statements on the Product labels, and purchased the Truvia Consumer Products at various prices set by independent retailers. Indeed, Cargill has denied, and continues to deny, any and all fault, wrongdoing, and liability for Plaintiffs' claims.

IV. CLASS COUNSEL AND PLAINTIFFS HAVE INVESTED SIGNIFICANT TIME IN THE PROSECUTION OF THIS ACTION AND ARE ADEQUATE REPRESENTATIVES OF THE CLASS

31. Throughout the course of investigation, pre-mediation discovery, mediation and filing of the Settlement and accompanying motions with the Court, my firm and I

have devoted significant time to the investigation, development and resolution of this action.

32. Each Plaintiff performed an important and valuable service for the benefit of the Settlement Class. Each Plaintiff met, conferred, and corresponded with Plaintiffs' Counsel as needed for the efficient process of this litigation.

33. Plaintiffs each have participated in numerous interviews by Plaintiffs' Counsel, provided personal information concerning this litigation, and remained intimately involved in the mediation and litigation processes.

34. All Plaintiffs actively participated in discussions related to the Settlement.

35. My firm and I have substantial experience with consumer class actions in general and with consumer fraud and false advertising, specifically. I have been involved in the prosecution of class action consumer matters including, but not limited to:

a. *In re: Frito-Lay North America, Inc. "All Natural" Litigation*, No. 1:12-md-02413-RRM-RLM (E.D.N.Y.);

b. *In re General Mills, Inc. Kix Cereal Litigation*, No. 12-cv-00249-KM (D.N.J);

c. *In re: Simply Orange Orange Juice Marketing and Sales Practices Litigation*, No. 4:12-md-02361-FJG (W.D. Mo.);

d. *Ackerman v. Coca-Cola Co.*, No. 1:11-md-02215-DLI-RML (E.D.N.Y.);

e. *Chin v. RCN Corporation*, No. 08-cv-7349 RJS (S.D.N.Y.);

f. *Young v. Wells Fargo & Co. et al.*, No. 08-cv-507 (S.D. Iowa);

g. *All-Star Carts and Vehicles Inc. v. BFI Canada Income Fund et al.*, No. 2:08-

cv-1816 LDW (E.D.N.Y.); and,

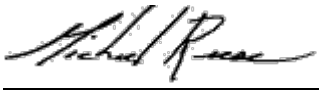
h. *Petlack v. S.C. Johnson & Son, Inc.*, No. 08-cv-00820 CNC (E.D. Wis.).

36. I am a frequent lecturer on class actions and have spoken recently on class actions at the Perrin Conference on Food Litigation and Class Actions held in Chicago, Illinois; the Resnick Center Conference on Food Litigation held at the Unversity of California, Los Angeles; and the Practising Law Institute Center in New York, New York. I will be teaching on class actions at the Brooklyn School of Law starting in September, 2014.

37. Attached hereto as **Exhibit A** is a copy of the firm resume of Reese Richman LLP.

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

Executed on this 19th day of June 2014 in New York, New York.

By: 

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Attorney for Plaintiffs

EXHIBIT A

REESE RICHMAN LLP

Reese Richman LLP represents investors, consumers, and employees in a wide array of class action litigation throughout the nation. The attorneys of Reese Richman LLP are skilled litigators with years of experience in federal and state courts. Reese Richman LLP is based in New York, New York, with attorneys also in Austin, Texas, and San Francisco, California.

Recent and current cases litigated by the attorneys of Reese Richman LLP on behalf of investors and consumers include the following:

Yoo v. Wendy's International, Inc., 07-CV-04515 FMC (C.D. Cal.): class action for violation of California's consumer protection laws; *Ackerman v. The Coca-Cola Co.*, 09-CV-0395 (JG) (RML) (E.D.N.Y.): class action for violation of California and New York's consumer protection laws; *Chin v. RCN Corporation*, 08-cv-7349 RJS (S.D.N.Y.): class action for violation of Virginia's consumer protection law; *Gaines v. Home Loan Center Inc.*, 08-cv-667 DOC (C.D. Cal.): class action for violation of the Racketeer Influenced and Corrupt Organizations (RICO) Act; *Bodoin v. Impeccable L.L.C.*, Index. No. 601801/08 (N.Y. Sup. Ct.): individual action for conspiracy and fraud; *Tan v. Comcast Corporation*, 08-CV-02735 LDD (E.D. Pa.): class action for violation of the federal Computer Fraud and Abuse Act (CFAA); *Young v. Wells Fargo & Co.*, 08-CV-507 (S.D. Iowa): class action for violation of the RICO Act; *Murphy v. DirecTV, Inc.*, 07-CV-06545 FMC (C.D. Cal.): class action for violation of California's consumer protection laws; *Bain v. Silver Point Capital Partnership LLP*, Index No. 114284/06 (N.Y. Sup. Ct.): individual action for breach of contract and fraud; *Siemers v. Wells Fargo & Co.*, C-05-4518 WHA (N.D. Cal.): class action for violation of § 10(b) of the Securities Exchange Act of 1934; *Kastin v. AMR Corporation*, 06-CV-5726 (S.D.N.Y.): class action for violation of the Sherman Antitrust Act; *In re Orbitz Taxes and Fees Litigation*, 05-CH-00442 (Cook County, Illinois): class action for violation of Illinois' consumer protection laws; *In re Korean Air Antitrust Litigation*, 07-CV-01891 SJO (C.D. Cal.): class action for violation of the Sherman Antitrust Act; *Dover Capital Ltd. v. Galvex Estonia OU*, Index No. 113485/06 (N.Y. Sup. Ct.): individual action for breach of contract involving an Eastern European steel company; *All-Star Carts and Vehicles Inc. v. BFI Canada Income Fund*, 08-CV-1816 LDW (E.D.N.Y.): class action for violation of the Sherman Antitrust Act; *In re American Funds Securities Litigation*, 06-CV-7815-GAF (C.D. Cal): class action for violations of § 12(a)(2) of the Securities Act of 1933 and § 10(b) of the Securities Exchange Act of 1934; *Fink v. Time Warner Cable*, 08-CV-9628 LTS (S.D.N.Y.): class action for violation of New York's consumer protection law; *Serrano v. Cablevision Systems Corporation*, 09-CV-1056 DI (E.D.N.Y.): class action for violation of CFAA and of New York's consumer protection law; *S.K. v. General Nutrition Corporation*, 08-CV-9263 LAK (S.D.N.Y.): class action for violation of New York's consumer protection laws; *Kreek v. Wells Fargo Securities*, 08-CV-1830 WHA (N.D. Cal.): class action for violation of § 10(b) of the Securities Exchange Act of 1934; *Petlack v. S.C. Johnson & Son, Inc.*, 08-CV-00820 CNC (E.D. Wisconsin): class action for violation of Wisconsin consumer protection law; *Hill v. Roll International Corporation*, CGC-09-487547 (San Francisco County Superior Court): class action for violation of California's consumer protection laws; and *L'Ottavo Ristorante v. Ingomar Packing Co.*, 09-CV-01427 (E.D. Cal.): class action for violation of the Sherman Antirust Act.

The Attorneys of Reese Richman LLP

Michael R. Reese

Mr. Reese litigates securities, consumer, and antitrust cases as class actions and on behalf of individual clients. Prior to entering private practice in 2000, Mr. Reese served as an assistant district attorney at the Manhattan District Attorney's Office where he served as a trial attorney prosecuting both violent and white-collar crime.

Achievements by Mr. Reese on behalf of consumers span a wide array of actions. For example, in *Yoo v. Wendy's International Inc.*, Mr. Reese was appointed class counsel by the court and commended on achieving a settlement that eliminated *trans* fat from a popular food source. *See Yoo v. Wendy's Int'l Inc.*, No. 07-CV-04515-FMC (JCx) (C.D. Cal. 2007) (stating that counsel "***has conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy***"). In *Chin v. RCN Corporation*, Mr. Reese was appointed class counsel and commended by the court for stopping RCN's practice of throttling its Internet customers through adverse network management practices. *See Chin v. RCN Corp.*, No. 08-CV-7349(RJS)(KNF), 2010 WL 3958794, 2010 U.S. Dist. LEXIS 96302 (S.D.N.Y. Sept. 8, 2010) (stating that "***class counsel is qualified, experienced, and able to conduct the litigation***").

Mr. Reese is a member of the state bars of New York and California as well as numerous federal courts. Mr. Reese received his juris doctorate from the University of Virginia in 1996 and his bachelor's degree from New College in 1993.

Kim E. Richman

Mr. Richman is with the New York offices of Reese Richman LLP, and he litigates consumer and securities fraud class actions. Mr. Richman also specializes in civil rights litigation. Mr. Richman is an accomplished trial attorney with experience both in federal and state courts, where he has litigated dozens of trials to verdict.

Mr. Richman draws his class action expertise from previously working at both a small think tank in San Francisco and a large class action firm. His experience ranges from litigation to protecting the privacy rights of consumers and fair use rights of the public to cases involving corporate fraud and insider trading.

Mr. Richman has also handled various federal civil rights claims, representing clients both individually and on a class-wide basis. These matters have involved, for example, protecting the wrongfully accused and victims of excessive force, advocating for factory laborers with regard to human rights issues, and protecting the civil liberties of hundreds of protestors arrested at a political march.

Mr. Richman is a member of the state bar of New York and the federal bars of the Southern and Eastern Districts of New York. Mr. Richman received his juris doctorate from Brooklyn Law School in 2001 and his bachelor's degree from the University of Massachusetts in 1996, from where he graduated *summa cum laude*.

Belinda L. Williams

Ms. Williams is based in New York, and she focuses her practice on class actions on behalf of defrauded consumers and investors. Ms. Williams has extensive experience in litigating complex commercial cases.

Ms. Williams is admitted to the bars of several federal courts as well as the state bars of New York and Maryland. Ms. Williams received her juris doctorate from the University of Virginia School of Law in 1986 and her undergraduate degree from Harvard University in 1982.

George V. Granade II

Mr. Granade is an associate at Reese Richman LLP who focuses on consumer class actions. Cases Reese Richman LLP is litigating to which Mr. Granade has contributed include, without limitation:

- *Barron v. Snyder's-Lance, Inc.*, No. 0:13-cv-62496-JAL (S.D. Fla.) (involving "Snyder's," "Cape Cod," "EatSmart," and "Padrinos" brand food products labeled as "natural" and allegedly containing genetically-modified organisms and other synthetic ingredients);
- *In re: Frito-Lay North America, Inc. "All Natural" Litigation*, No. 1:12-md-02413-RRM-RLM (E.D.N.Y.) (involving "SunChips," "Tostitos," and "Bean Dip" products labeled as "natural" and allegedly containing genetically-modified organisms);
- *In re: Simply Orange Orange Juice Marketing and Sales Practices Litigation*, No. 4:12-md-02361-FJG (W.D. Mo.) (involving "Simply Orange" brand orange juice labeled as "100% pure" and "natural," allegedly containing synthetic flavoring, and allegedly subject to a high degree of processing);
- *Koehler v. Pepperidge Farm, Inc.*, No. 13-cv-02607-PAB-BNB (D. Colo.) (involving "Goldfish" snack product labeled "natural" and allegedly containing genetically-modified organisms); and
- *Martin v. Cargill, Inc.*, No. 0:13-cv-02563-RHK-JJG (D. Minn.) (involving "Truvia" sweetener product labeled as "natural" and allegedly containing highly processed ingredients).

Mr. Granade received his juris doctorate from New York University School of Law in 2011. He received a master's degree from the University of Georgia at Athens in 2005 with distinction and a bachelor's degree from the University of Georgia at Athens in 2003, *magna cum laude* and with High Honors.

Mr. Granade is a member of the state bar of Georgia and the state bar of New York.

Jason C. Hardy

Mr. Hardy's practice focuses on consumer class actions and civil rights litigation Mr. Hardy has also contributed to class action complaints and various motions on behalf of a national civil rights law firm that focuses on lawsuits on behalf of children in foster care. Additionally, Mr. Hardy has advised a multi-national corporation on compliance issues, provided recommendations to a start-up company regarding novel insider trading questions, and conducted several mediations in Texas, New York, and New Jersey. Prior to law school, Mr. Hardy worked as an advocate for abused and neglected children in Texas.

Mr. Hardy received his juris doctorate from New York University School of Law in 2011, where he served as an editor on NYU's Moot Court Board and was a semi-finalist in a national moot court competition involving a securities class action. He received his bachelor's degree from Rice University, where he graduated *cum laude* in 2001.

Mr. Hardy is a member of the state bar of New York.

Kate J. Stoia

Ms. Stoia is based in San Francisco from where she litigates securities and consumer class actions. Ms. Stoia previously worked at the law firms of Brobeck Phleger & Harrison LLP and Gibson Dunn & Crutcher LLP. Prior to her work as a civil litigator, Ms. Stoia clerked for the Hon. Charles A. Legge of the Northern District of California.

Ms, Stoia is a member of the state bar of California and several federal courts. Ms. Stoia received her juris doctorate from Boalt Hall School of Law, University of California at Berkeley and her bachelor's degree from Columbia University.

Lance N. Stott

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

DENISE HOWERTON, ERIN CALDERON, and RUTH PASARELL, Individually and on Behalf of All Others Similarly Situated,

Plaintiffs,

vs.

CARGILL, INC.,

Defendant.

Civil No. 13-00336 LEK-BMK

[CAPTION CONTINUED ON NEXT PAGE]

MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and others similarly situated, Plaintiffs, vs. CARGILL, INC., Defendant.	Civil No. 14-cv-00218-LEK-BMK

CERTIFICATE OF SERVICE

I hereby certify that on June 19, 2014 and by the methods of service noted below, a true and correct copy of the Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, the Memorandum of Law in Support of Motion, the Declarations of Guglielmo, Halunen, and Reese and Corresponding Exhibits was served on the following at their last known addresses:

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