

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, is made and entered into as of the 7th day of November, 2014, by and among General Mills, Inc., a Delaware Corporation, headquartered in Minneapolis, Minnesota (“General Mills”) and Judith Janney, Gabriel Rojas, Sean Bohac, and Nicole Van Atta (the “Plaintiffs”) (collectively, the “Parties”).

1. RECITALS

1.1 On or about July 26, 2012, Judith Janney filed an action in the United States District Court for the Northern District of California, now captioned *Janney et al. v. General Mills and Does 1-2*, No. 3:12-cv-03919-WHO (the “Janney Action”). The Second Amended Class Action Complaint in the Janney Action (the “Janney Complaint”) alleged that General Mills deceptively described certain Nature Valley products as “100% Natural,” “All Natural,” or “Natural,” because they contain high fructose corn syrup (“HFCS”), high maltose corn syrup (“HMCS”), and maltodextrin and rice maltodextrin (“Maltodextrin”). The Janney Complaint asserts causes of action for violation of the California Consumer Legal Remedies Act, Cal. Civil Code § 1750, *et seq.* (“CLRA”); violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (“UCL”); violation of the California False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.* (“FAL”); and unjust enrichment.

1.2 On or about October 1, 2012, Gabriel Rojas filed an action in the United States District Court for the Northern District of California, now captioned *Rojas v. General Mills, Inc.*, No. 3:12-cv-05099-WHO (the “Rojas Action”). The Second Amended Class Action Complaint in the Rojas Action (the “Rojas Complaint”) alleged that certain Nature Valley products are deceptively described as “100% Natural” because they contain Genetically Modified Organisms (“GMOs”) in the form of soy, yellow corn flour, soy flour, and/or soy

lecithin. The Rojas Complaint asserts claims for (1) violation of the California UCL; (2) violation of the California FAL; and (3) violation of the California CLRA.

1.3 On or about October 12, 2012, Sean Bohac filed an action in the United States District Court for the Northern District of California, now captioned *Bohac v. General Mills, Inc.*, No. 3:12-cv-05280-WHO (the “Bohac Action”). The Amended Class Action Complaint (“Bohac Complaint”) alleged that certain Nature Valley products were deceptively described as “100% Natural” because they contain GMOs and other “unnaturally processed and synthetic ingredients.” The Bohac Complaint asserted claims for (1) violation of the Minnesota Uniform Deceptive Trade Practices Act, Minn. Stat. § 325D.43, *et seq.*; (2) violation of the California CLRA; (3) violation of the California FAL; (4) violation of the California UCL; (5) breach of express warranty; (6) breach of implied warranty of merchantability; (7) breach of implied warranty of fitness for particular purpose; (8) deceit and/or misrepresentation; and (9) unjust enrichment.

1.4 On or about October 23, 2012, Nicole Van Atta filed an action in the United States District Court for the District of Colorado, captioned *Van Atta v. General Mills, Inc.*, No. 12-cv-02815-MSK-MJW (the “Van Atta Action”). The First Amended Class Action Complaint in the Van Atta Action (the “Van Atta Complaint”) alleges that certain Nature Valley products were deceptively described as “100% Natural” because they contain GMOs in the form of yellow corn flour, soy flour, and soy lecithin. The Van Atta Complaint asserts claims for (1) violation of the Colorado Consumer Protection Act, Colo. Rev. Stat § 6-1-105, *et seq.*; (2) breach of express warranty; (3) breach of implied warranty of merchantability; (4) unjust enrichment; (5) declaratory judgment; and (6) money had and received.

1.5 General Mills denies any and all liability with respect to any and all facts and claims alleged in the Janney Complaint, Rojas Complaint, Bohac Complaint, Van Atta Complaint, and any prior versions of each complaint (collectively, the “Complaints” or “Litigation”).

1.6 On October 3, 2014, the Parties met for a day-long session before Hon. Joel Rosen (ret.) for mediation. During that mediation, the Parties agreed to the terms of settlement as stated in this document below in section 3.

1.7 Plaintiffs’ Counsel (as defined below in section 2.1) are familiar with the claims being settled and the defenses asserted. Plaintiffs’ Counsel have had the opportunity to conduct, and have conducted, discovery relating to the claims alleged in the Complaints, including propounding discovery requests and interrogatories, and inspecting and reviewing documents produced by General Mills.

1.8 General Mill’s Counsel (as defined in section 2.5) are familiar with the claims being settled and the defenses asserted. General Mill’s Counsel have had the opportunity to conduct, and have conducted, discovery relating to the claims alleged in the Complaint, including propounding discovery requests and deposing Plaintiffs.

1.9 Plaintiffs and Plaintiffs’ Counsel believe that the Complaints have merit. General Mills and General Mill’s Counsel believe that the claims asserted are without merit and that General Mills has complete, valid defenses thereto. The terms of this Settlement Agreement were reached after extensive, bona fide arm’s-length negotiations among counsel for the Parties, including mediation held before mediator Hon. Joel Rosen (ret.).

1.10 The Parties and their counsel acknowledge the uncertain outcome and the risk of further litigation, as well as the difficulties, delays, and costs inherent in such litigation.

Plaintiffs and Plaintiffs' Counsel have also taken into account the substantial benefits conferred on the public by the relief achieved by this settlement. This settlement shall not be construed or deemed to be a concession by Plaintiffs of any infirmity in the claims asserted in the Complaints.

1.11 General Mills wants to avoid the substantial burden, expense, inconvenience, distraction, and interference with its ongoing business operations of continuing to litigate the Litigation through trial and appeals. Therefore, General Mills has determined that settlement on the terms set forth herein is in its best interests. This settlement shall not be construed or deemed to be a concession by General Mills of any merit in the claims asserted in the Litigation.

NOW, THEREFORE, in consideration of the mutual covenants and other consideration described below, the Parties agree as follows:

2. DEFINITIONS

2.1 "Plaintiffs' Counsel" with respect to Plaintiffs: Janney, Bohac, Rojas and Van Atta means Michael R. Reese of Reese Richman LLP, 875 Avenue of the Americas, 18th Floor, New York, New York 10001. With respect to the Janney action, Plaintiff's counsel also means Steven M. Sherman, Sherman Business Law, 802 Montgomery Street, San Francisco, California, 94133.

2.2 "Plaintiffs" means Judith Janney, Gabriel Rojas, and Sean Bohac, each residents of California, and Nicole Van Atta, a resident of Colorado.

2.3 "Effective Date" means: the date that this document is executed by all the Plaintiffs and transmitted via facsimile or email by Plaintiffs' Counsel to General Mills' Counsel.

2.4 "General Mills" or "Defendant" means General Mills, Inc., a Delaware corporation with its principal place of business in Minneapolis, Minnesota.

2.5 “General Mill’s Counsel” means David Biderman and Charles Sipos of Perkins Coie LLP.

2.6 “Parties” means Plaintiffs and General Mills, Inc.

2.7 “Products” means the following Nature Valley products:

- a. Crunchy Granola Bars: Oats ‘n Honey;
- b. Crunchy Granola Bars: Peanut Butter;
- c. Crunchy Granola Bars: Roasted Almond;
- d. Crunchy Granola Bars: Apple Crisp;
- e. Crunchy Granola Bars: Cinnamon;
- f. Crunchy Granola Bars: Maple Brown Sugar;
- g. Crunchy Granola Bars: Pecan Crunch;
- h. Crunchy Granola Bars: Oats ‘n Dark Chocolate;
- i. Crunchy Granola Bars: Dark Chocolate Peanut Butter;
- j. Sweet & Salty Nut Granola Bars: Almond;
- k. Sweet & Salty Nut Granola Bars: Peanut;
- l. Sweet & Salty Nut Granola Bars: Cashew;
- m. Sweet & Salty Nut Granola Bars: Roasted Mixed Nut;
- n. Sweet & Salty Nut Granola Bars: Dark Chocolate, Peanut & Almond;
- o. Protein Chewy Bars: Peanut Butter Dark Chocolate;
- p. Protein Chewy Bars: Peanut, Almond & Dark Chocolate;
- q. Granola Thins Crispy Squares: Dark Chocolate;
- r. Granola Thins Crispy Squares: Peanut Butter;
- s. Granola Thins Crispy Squares: Dark Chocolate Peanut Butter;
- t. Chewy Trail Mix Bars: Fruit & Nut;
- u. Chewy Trail Mix Bars: Fruit Nut & Granola;
- v. Chewy Trail Mix Bars: Cranberry & Pomegranate;
- w. Chewy Trail Mix Bars: Dark Chocolate & Nut;
- x. Chewy Trail Mix Bars: Mixed Berry;
- y. Chewy Yogurt Granola Bars: Vanilla;
- z. Chewy Yogurt Granola Bars: Strawberry;
- aa. Crunchy Granola Bars Variety Pack (Cinnamon / Oats ‘n Honey / Peanut Butter);
- bb. Chewy Trail Mix Bars Variety Pack (Dark Chocolate & Nut / Fruit & Nut);
- cc. Chewy Trail Mix Bars Variety Pack (Apple Cinnamon / Fruit & Nut / Mixed Berry); and
- dd. Chewy Yogurt Variety Pack (Strawberry / Vanilla).

2.8 "100% Natural Claims" means the following claims, each of which was challenged by one or more of the Complaints:

- a. the phrase "100% Natural," appearing immediately beneath the Nature Valley name/logo on Product boxes or otherwise stated on the Product boxes.
- b. the phrase "100% Natural," appearing immediately beneath the Nature Valley name/logo on wrappers of individual granola bars.
- c. the phrase "100% Natural," as used in related marketing for the Products.

3. **PRODUCT LABEL REQUIREMENTS**

3.1 General Mills agrees that in consideration of the Releases set forth in section 4, General Mills will adhere to the following requirements for the labels of the Products ("Label Requirements") described in paragraph 3.2.

3.2 **Label Requirements.** General Mills agrees that the labelling, advertising, or promotions for each of the Products (as defined in paragraph 2.7) will not use the 100% Natural Claims (as defined in paragraph 2.8) to refer to, apply to, or describe:

(1) the Product in its entirety unless the Product: (a) contains less than 0.9 percent of any ingredients derived from bioengineered crops or plant material; and (b) does not contain any of the following ingredients: calcium carbonate, corn syrup, dextrose monohydrate, glycerin, HFCS, HMCS, maltodextrin, sodium bicarbonate, soy lecithin, soy protein isolate, and tocopherols;

(2) any ingredient derived from bioengineered crops or plant material; or

(3) the following ingredients: calcium carbonate, corn syrup, dextrose monohydrate, glycerin, HFCS, HMCS, maltodextrin, sodium bicarbonate, soy lecithin, soy protein isolate, and tocopherols.

4. RELEASES

4.1 Upon: (a) the Effective Date of this Settlement Agreement; and (b) upon receipt of the settlement consideration as set forth in the Settlement Agreement Term Sheet, dated October 3, 2014, and in an October 3, 2014, email between Counsel, Plaintiffs, each on behalf of himself/ herself and his or her spouses, heirs, representatives, successors and assigns, release and forever discharge General Mills and its subsidiaries, affiliates, employees, directors, officers, agents, customers, attorneys, representatives, successors and assigns, from any and all demands, claims, actions and damages, whether known or unknown, foreseen or unforeseen, direct or indirect, liquidated or not yet fully in being, relating to or arising in any way from the Litigation or any matter that was raised or could have been raised in the Litigation, including but not limited to, statutory liquidated damages, compensatory and punitive damages, liabilities, suits, costs, expenses and compensation in any form, including attorneys' fees. Plaintiffs' release expressly includes all claims that were brought or that could have been brought with respect to any Product and any other variety or flavor of the following Nature Valley products: Crunchy Granola Bars, Sweet & Salty Nut Granola Bars, Protein Chewy Granola Bars, Granola Thins, Chewy Trail Mix Granola Bars, Roasted Nut Crunch Granola Bars, and Yogurt Granola Bars.

Similarly, upon the Effective Date of this Settlement Agreement as defined in section 2.3 above and payments in the agreed amount, General Mills, Inc. for itself and its affiliates, parents, subsidiaries, predecessors, successors, officers, directors, managers, agents, partners, employees, and shareholders, hereby releases and discharges Judith Janney, Gabriel Rojas, Sean Bohac and Nicole Van Atta, and each of their heirs, beneficiaries, executors, administrators, assigns, agents, employees, attorneys, and representatives from any and all claims, controversies, causes of

action, actions, judgments, liens, indebtedness, damages, losses, liabilities, and demands of whatever kind and character, whether known or unknown, in any manner whatsoever between them arising from circumstances occurring at any time before the effective date of this Settlement Agreement.

Plaintiffs' Counsel for the four (4) cases have agreed that the monies to be paid, set forth in an October 3, 2014, email between Counsel, constitutes reasonable and sufficient consideration. On or before seven (7) business days after the Effective Date (as defined in paragraph 2.3), Defendant shall disburse the settlement consideration according to wire instructions to be provided concurrently by Plaintiffs' Counsel.

4.2 Immediately upon full execution of this Agreement and receipt of the timely and agreed payments to Plaintiffs' Counsel, the Parties shall file stipulations of voluntary dismissal with prejudice pursuant to Fed.R.Civ.P. 41(a), including all claims that were asserted, along with a proposed Order for each case respectively.

4.3 Section 1542 Waiver. The Parties acknowledge that any or all of them, or their attorneys, may hereafter discover facts different from or in addition to the facts which are now known or believed to be known, and that it is their intention to fully, finally, absolutely and forever settle any and all disputes and differences which to now exist or previously existed, whether known or unknown, arising out of or relating to their original claims. The Parties acknowledge that they have been informed by their respective attorneys and/or advisors of, and that they are familiar with, Section 1542 of the Civil Code of the State of California, which provides as follows:

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.

The Parties do hereby release, abandon, waive and relinquish all rights and benefits which they may acquire under Section 1542 of the Civil Code of the State of California, or any statute of similar effect, arising out of or relating to their original claims.

5. **NO ADMISSION OF LIABILITY**

5.1 Plaintiffs believe and therefore assert that their claims in the above-referenced lawsuits are meritorious. General Mills denied, and continues to deny, that it committed or has threatened to commit any violations of law, or wrongful conduct with respect to the Plaintiffs. General Mills is entering into this Settlement Agreement solely because it will eliminate the uncertainty, distraction, burden and expense of further litigation. The provisions contained in this Settlement Agreement shall not be deemed a presumption, concession or admission by General Mills of any fault, liability or wrongdoing as to any facts or claims that have been or might be alleged or asserted in the Litigation, or any other actions or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Litigation, or in any other actions or proceeding, whether civil, criminal or administrative, for any purpose other than as provided expressly herein.

6. MISCELLANEOUS TERMS

6.1 Voluntary Settlement. The Parties agree that the terms of the 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.

6.2 Authority to Execute. Each counsel or other person executing this Settlement Agreement on behalf of any party hereto warrants that such person has the authority to do so.

6.3 Execution of Counterparts. This 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.

6.4 Binding Effect of Settlement. This Settlement Agreement shall be binding upon and inure to the benefit of the settling Parties, 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.

6.5 Waiver of Breach. The waiver by any party of a breach of this Settlement Agreement by any other party shall not be deemed a waiver of any other breach of this Settlement Agreement.

6.6 Entire Agreement. This 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.

6.7 Amendments. No amendment, change, or modification of this Settlement Agreement or any part thereof shall be valid unless in writing and signed by all parties.

6.8 Advice of Counsel. The Parties to this 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 Settlement Agreement, and with respect to the advisability of executing this Settlement Agreement, that they have read this Settlement Agreement in its entirety and fully understand its contents, and that each is executing this Settlement Agreement as a free and voluntary act.

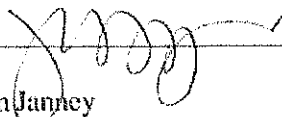
6.9 Headings. The titles and captions contained in this Settlement Agreement are inserted only as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Settlement Agreement or the intent of any of its provisions. This Settlement Agreement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

6.10 Enforcement. The United States District Court for the Northern District of California shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Settlement Agreement, and the Parties submit to the jurisdiction of the Court for those purposes.

6.11 Reasonable Cooperation. Plaintiffs and General Mills agree to cooperate fully and to take all additional action that may be necessary or appropriate to give full force and effect to the basic terms of this Agreement.

Date: 11/05/2014

JUDITH JANNEY

By: 
Judith Janney

Date: _____

GABRIEL ROJAS

By: _____

Gabriel Rojas

Date: _____

SEAN BOHAC

By: _____

Sean Bohac

Date: _____

NICOLE VAN ATTA

By: _____

Nicole Van Atta

Date: _____

GENERAL MILLS, INC.

By: _____

(Print Name)

Its: _____

JUDITH JANNEY

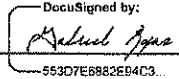
Date: _____

By: _____

Judith Janney

GABRIEL ROJAS

Date: 11/5/2014

By:  _____
DocuSigned by:
Gabriel Rojas
553D7E6882E94C3...

Gabriel Rojas

SEAN BOHAC

Date: _____

By: _____

Sean Bohac

NICOLE VAN ATTA

Date: _____

By: _____

Nicole Van Atta

GENERAL MILLS, INC.

Date: _____

By: _____

(Print Name)

Its: _____

JUDITH JANNEY

Date: _____

By: _____

Judith Janney

GABRIEL ROJAS

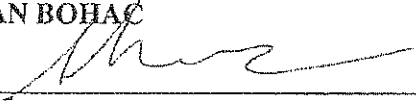
Date: _____

By: _____

Gabriel Rojas

SEAN BOHAC

Date: 11/5/17

By: 

Sean Bohac

NICOLE VAN ATTA

Date: _____

By: _____

Nicole Van Atta

GENERAL MILLS, INC.

Date: _____

By: _____

(Print Name)

Its: _____

JUDITH JANNEY

Date: _____

By: _____

Judith Janney

GABRIEL ROJAS

Date: _____

By: _____

Gabriel Rojas

SEAN BOHAC

Date: _____

By: _____

Sean Bohac

NICOLE VAN ATTA

Date: 11/5/14 _____

By: *Nicole Van Atta* _____

Nicole Van Atta

GENERAL MILLS, INC.

Date: _____

By: _____

(Print Name)

Its: _____

GABRIEL ROJAS

Date: _____

By: _____

Gabriel Rojas

SEAN BOHAC

Date: _____

By: _____

Sean Bohac

NICOLE VAN ATTA

Date: _____

By: _____

Nicole Van Atta

GENERAL MILLS, INC.

Date: Nov 13, 2014

By:  JOE EW

(Print Name)

Its: VP, Marketing