

IN THE CIRCUIT COURT OF PHELPS COUNTY, MISSOURI

FILED  
SEP 14 2015  
SUE BROWN, CIRCUIT CLERK  
PHELPS COUNTY, MO.

DIANA JILL MILORO, as an individual  
and on behalf of all others similarly situated,

Plaintiff,

vs.

Case No. 15PH-CV00642

VAN'S INTERNATIONAL FOODS, INC.,  
an Arizona corporation,

Defendant.

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**FINAL APPROVAL OF THE SETTLEMENT AGREEMENT, FINAL JUDGMENT,  
AND ORDER OF DISMISSAL WITH PREJUDICE**

WHEREAS, on June 16, 2015, this Court entered a Preliminary Approval Order that:

- a. conditionally certified, for settlement purposes only, pursuant to Mo. R. Civ. P. 52.08, a class consisting of All Persons who purchased Products in the United States during the Class Period. Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Product for resale; (b) Van's and its employees, principals, affiliated entities, legal representatives, successors and assigns; (c) any Person who files a valid, timely Request for Exclusion; (d) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof) and (e) the judges to whom this Action is assigned and any members of their immediate families.
  
- a. appointed David L. Steelman of Steelman, Gaunt & Horsefield, Matthew H. Armstrong of Armstrong Law Firm LLC, and Scott A. Kamber and Stuart L. Cochran of KamberLaw LLC as counsel to the Settlement Class;
  
- b. preliminarily approved the Settlement, pursuant to Mo. R. Civ. P. 52.08(b)(3);
  
- c. set a hearing to take place on September 17, 2015 at 9:00 a.m., before this Court (the "Final Approval Hearing"), upon notice to members of the Settlement Class, to determine whether:
  - i. the requirements for certification of the Settlement Class have been met;

ii. the proposed settlement of the Action in accordance with the terms set forth in the Settlement Agreement, including as part of the Settlement the payment of Plaintiffs' Class Counsel's attorneys' fees and reimbursement of Plaintiffs' Class Counsel's expenses as well as any incentive awards to the Representative Plaintiffs, should be approved as fair, reasonable and adequate; and

iii. the Judgment approving the Settlement and dismissing the Action on the merits and with prejudice against Plaintiffs and Settlement Class Members should be entered;

d. approved the Settlement Notice, the Publication Notice, and the Media Plan as provided in the Settlement Agreement, and found that the distribution of the Notice substantially in the manner and form set forth in Paragraph VII of the Settlement Agreement met the requirements of Mo. R. Civ. P. 52.08(b)(3) and due process, and was the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto;

e. approved the Claim Form and set the Claims Deadline;

f. designated Heffler Claims Administration as the Settlement Administrator and instructed Heffler to perform the following functions, as set forth in the Settlement Agreement:

- a. Process requests for exclusion from the Settlement in accordance with Section VIII of the Settlement Agreement;
- b. Process objections to the Settlement in accordance with Section VIII of the Settlement Agreement;
- c. Process Claim Forms in accordance with Section V of the Settlement Agreement;
- d. Before disseminating the Settlement Notice, establish the Settlement Website, which Settlement Class Members can visit to read and obtain additional information regarding the Settlement, including submission of claims; and
- e. Set up and operate a toll-free automated interactive voice response system through which Settlement Class Members can access Settlement information.

g. prescribed the method and period of time for providing notice to members of the Settlement Class of the certification of the Settlement Class; the Settlement; Plaintiffs' counsel's application for an award of attorneys' fees and reimbursement of expenses; and the Final Approval Hearing;

h. found that such notice to the members of the Settlement Class as described in the Settlement Agreement: *(i)* is the best notice practicable to members of the Settlement Class; *(ii)* is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, conditional certification of the Settlement Class, the proposed Settlement, and the rights of members of the Settlement Class to object to the Settlement; to request exclusion from the Settlement Class; and the application of Plaintiffs' counsel for an award of attorneys' fees and reimbursement of expenses; *(iii)* is reasonable and constitutes due, adequate and sufficient notice to all persons and entities entitled to receive notice; and *(iv)* meets all applicable requirements of law including, but not limited to, Mo. R. Civ. P. 52.08(b)(3);

i. prescribed the method and period of time during which members of the Settlement Class may file requests to be excluded from the Settlement Class;

j. provided that, whether or not the Effective Date occurs, any member of the Settlement Class who does not properly and timely request exclusion from the Settlement Class shall be bound by any and all judgments and settlements entered or approved by this Court, whether favorable or unfavorable to the Settlement Class; and

k. prescribed the method and periods of time during which members of the Settlement Class may serve written objections to the Settlement and/or the application for an award of attorneys' fees and/or reimbursement of expenses by Class Counsel; and

**WHEREAS**, this Court has received no notice that any class member intends to appear at the Final Approval Hearing scheduled for September 17, 2015, no objections to the Settlement are pending for the Court to consider, and this Court finds that the papers are detailed and sufficient to rule on Plaintiff's motion for final approval; and

**WHEREAS**, this Court, having heard from Class Counsel on behalf of the Settlement Class, and from Defendant's counsel, and having reviewed all other arguments and submissions presented by all interested persons and entities with respect to the Settlement and the application of Plaintiffs' counsel for an award of attorneys' fees and reimbursement of expenses; and

**WHEREAS**, all capitalized terms used herein have the meanings set forth and defined in the Settlement Agreement, it is hereby

**ORDERED, ADJUDGED, DECREED, AND FOUND THAT:**

1. This case arises out of Plaintiff's allegations that Defendant Van's marketed, advertised, and sold waffles and other breakfast products as "all natural" that were not in fact "all natural" because they contained one or more synthetic ingredients, including sodium acid pyrophosphate ("SAPP").

2. Plaintiff's Petition included claims for violations of the Missouri Merchandising Practices Act, breaches of express and implied warranty, and unjust enrichment.

3. After extensive settlement negotiations, including a formal mediation, the Parties agreed to settle this case.

4. The Settlement Agreement provides substantial and meaningful relief to the Settlement Class, including injunctive relief that requires a change of the allegedly misleading labels, as well as monetary benefits to the Settlement Class in an amount up to \$9,000,000.

5. The Settlement Agreement provides for a claims-made settlement under which Settlement Class Members, including those with and without receipts of their purchases, can make claims to receive monetary benefits for purchasing the Products.

6. The Settlement Agreement establishes a Claims Period that shall commence upon entry of this Order and continue for 90 days thereafter.

7. The Settlement Class as provided in the Preliminary Approval Order is unconditionally certified pursuant to Mo. R. Civ. P. 52.08(b)(3). The prerequisites for a class action under Rule 52.08(b)(3) have been satisfied in that: (a) the members of the Settlement Class are so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs have and will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (f) a class action is superior to all other available methods for the fair and efficient adjudication of this controversy.

8. For purposes of the injunctive relief specified in Section V(A) of the Settlement Agreement, the prerequisites for a class action under Rule 52.08(b)(2) have been satisfied in that: (a) the number members of the Settlement Class is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs have and will fairly and adequately represent the interests of the Settlement Class; and (e) the Defendants have acted or refused to act on grounds generally applicable to the class, thereby making appropriate final declaratory relief with respect to the

class as a whole.

9. The following are appointed as Class Representatives of the Settlement Class: Diana Miloro, Micheller Blair, Jennifer Cunningham, Dana Rhinerson, Aidin Moradi, Gregory Frei, and Patricia Campbell.

10. The Court confirms the following as Class Counsel: David L. Steelman of Steelman, Gaunt & Horsefield, Matthew H. Armstrong of Armstrong Law Firm LLC, and Scott A. Kamber and Stuart L. Cochran of KamberLaw LLC.

11. The Settlement, as set forth in the Settlement Agreement, is in all respects fair, reasonable, and adequate, is in the best interests of the Settlement Class Members, and is approved in all respects in accordance with Rules 52.08(b)(2) and (b)(3).

12. The Settlement was negotiated at arm's-length by experienced counsel who were fully informed of the facts and circumstances of the action and of the strengths and weaknesses of their respective positions. The Settlement was reached after the Parties engaged in extensive negotiations and a formal mediation. Class Counsel and Defendants' Counsel are therefore well positioned to evaluate the benefits of the Settlement, taking into account the expense, risk, and uncertainty of protracted litigation over numerous questions of fact and law.

13. Notice to the members of the Settlement Class required by Mo. R. Civ. P. 52.08(b)(3) has been provided as directed by this Court in the Preliminary Approval Order, and such notice having constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the members of the Settlement Class, and satisfied the requirements of the Missouri Rules of Civil Procedure, and all other applicable laws.

14. Plaintiff and Defendant are directed to promptly consummate the Settlement in

accordance with the Settlement Agreement and all of its terms.

15. The Settlement shall not be deemed to constitute an admission or finding of liability or wrongdoing on the part of the Defendant, or any of the Plaintiffs, Settlement Class Members, or Released Parties.

16. The Action is hereby dismissed, with prejudice, on the merits, as against all Plaintiffs and all members of the Settlement Class, on the terms and conditions set forth in the Settlement Agreement, and without costs to any party except as provided herein and in the Settlement Agreement.

17. Upon the Effective Date, each Plaintiff, each Settlement Class Member, and each Releasing Party shall be deemed to have, and by operation of this Final Approval Order and Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against the Released Parties in the manner(s) set forth in Paragraph XI of the Settlement Agreement.

18. Upon the Effective Date, each Plaintiff, each Settlement Class Member, and each Releasing Party shall be permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims.

19. A Service Award is hereby awarded to the following Class Representative(s) in the amount of \$1500 each: Diana Miloro, Micheller Blair, Jennifer Cunningham, Dana Rhinerson, Aidin Moradi, Gregory Frei, and Patricia Campbell. A Service Award is also awarded to Ashley Hammack. Class Counsel shall pay these Service Awards to the Class Representatives from the Fee Award as compensation for their efforts in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class.

20. Class Counsel are hereby awarded (i) attorneys' fees and (ii) reimbursement of

their reasonable expenses in the amount of \$1,900,000. Such amounts are to be paid by Defendant to Class Counsel by check by October 2, 2015. Class Counsel shall provide to Defendant in a timely manner all information necessary to enable Defendant to make the payment in the time required.

21. The award of attorneys' fees to Class Counsel shall be allocated among Class Counsel in a fashion that, in the opinion of Class Counsel, fairly compensates them for their respective contributions in the prosecution of the Action. In making its award of attorneys' fees and reimbursement of expenses, in the amounts described in paragraph 20, above, the Court has considered and finds as follows:

- a. The Settlement has provided significant relief to the Settlement Class.
- b. Defendant's adoption of substantial changes to their labeling practices were a negotiated, material term of Settlement.
- c. The Settlement Notice was published to at least 72% of the putative Settlement Class members. Only one objection was filed against the terms of the proposed Settlement and was predicated on a misapprehension of certain facts of the settlement, and that objection has been withdrawn. Further, no opt-outs had been received.
- d. Class Counsel have conducted the litigation and achieved the Settlement with skill, perseverance, and diligent advocacy on behalf of Plaintiff and the Settlement Class as a whole.
- e. The Action involves complex factual and legal issues and, in the absence of Settlement, would involve further lengthy proceedings and uncertain resolution of such issues.
- f. Had the Settlement not been achieved, there would remain a significant risk that the Settlement Class may have recovered less or nothing from the Defendant, and that

any recovery would have been significantly delayed which would have resulted in the continued exposure of Settlement Class members' to the challenged labels.

g. The amount of attorneys' fees and reimbursable expenses awarded to Class Counsel is fair and reasonable, given that the value of attorney time expended in this and the related cases to achieve the Settlement on behalf of Plaintiffs and the Settlement Class as a whole is in excess of \$600,000, and that the value of the settlement benefits available to the Settlement Class is \$9,000,000. Given the skills required to prosecute this case, the experience, reputation, and ability of Class Counsel, the fact that the fees were always contingent, and that the fee is not disproportionately excessive in light of the benefits conferred on the Members of the Settlement Class, the Court finds that a multiplier of 3.16 is appropriate, fair, and reasonable. Moreover, the amount awarded and the multiplier is well within the norms in class action cases in the state of Missouri.

22. The Defendant and the Released Parties shall not be liable for any additional fees or expenses for Class Counsel or counsel of any Plaintiff or Settlement Class Member in connection with the Action, beyond those expressly provided in the Settlement Agreement.

23. By reason of the Settlement, and approval hereof, there is no just reason for delay and this Final Order and Judgment shall be deemed a final judgment pursuant to Rule 74 of the Missouri Rules of Civil Procedure.

24. Jurisdiction is reserved, without affecting the finality of this Final Approval Order and Judgment, over:

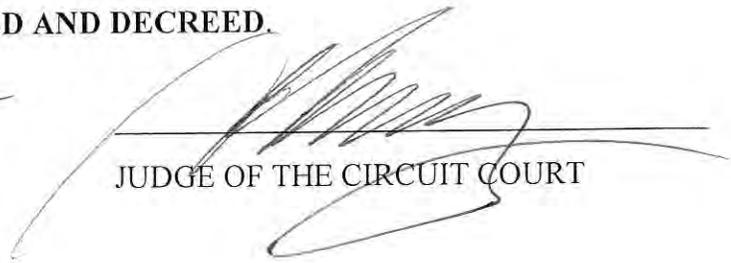
a. Effectuating the Settlement and the terms of the Settlement Agreement, including the payment of Plaintiffs' counsel's attorneys' fees and reimbursement of expenses, including any interest accrued thereon;

- b. Supervising all aspects of the administration of the Settlement;
- c. Determining whether, in the event an appeal is taken from any aspect of this Final Approval Order and Judgment, notice should be given at the appellant's expense to some or all Settlement Class Members apprising them of the pendency of the appeal and such other matters as the Court may order;
- d. Enforcing and administering the Settlement Agreement and the Settlement including any releases executed in connection therewith, and the provisions of this Final Approval Order and Judgment;
- e. Adjudicating any disputes that arise under the Settlement Agreement; and
- f. Any other matters related or ancillary to the foregoing.

25. The above-captioned Action is hereby dismissed in its entirety with prejudice.

**SO ORDERED, ADJUDGED AND DECREED.**

Dated: 9-14-15

  
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JUDGE OF THE CIRCUIT COURT

**IN THE CIRCUIT COURT OF PHELPS COUNTY, MISSOURI**

DIANA JILL MILORO, as an individual  
and on behalf of all others similarly situated,

Plaintiff,

vs.

**Case No. 15PH-CV00642**

VAN'S INTERNATIONAL FOODS, INC.,  
an Arizona corporation,

Defendant.

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**FINAL APPROVAL OF THE SETTLEMENT AGREEMENT, FINAL JUDGMENT,  
AND ORDER OF DISMISSAL WITH PREJUDICE**

**WHEREAS**, on June 16, 2015, this Court entered a Preliminary Approval Order that:

a. conditionally certified, for settlement purposes only, pursuant to Mo. R. Civ. P. 52.08, a class consisting of All Persons who purchased Products in the United States during the Class Period. Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Product for resale; (b) Van's and its employees, principals, affiliated entities, legal representatives, successors and assigns; (c) any Person who files a valid, timely Request for Exclusion; (d) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof) and (e) the judges to whom this Action is assigned and any members of their immediate families.

a. appointed David L. Steelman of Steelman, Gaunt & Horsefield, Matthew H. Armstrong of Armstrong Law Firm LLC, and Scott A. Kamber and Stuart L. Cochran of KamberLaw LLC as counsel to the Settlement Class;

b. preliminarily approved the Settlement, pursuant to Mo. R. Civ. P. 52.08(b)(3);

c. set a hearing to take place on September 17, 2015 at 9:00 a.m., before this Court (the "Final Approval Hearing"), upon notice to members of the Settlement Class, to determine whether:

i. the requirements for certification of the Settlement Class have been met;

ii. the proposed settlement of the Action in accordance with the terms set forth in the Settlement Agreement, including as part of the Settlement the payment of Plaintiffs' Class Counsel's attorneys' fees and reimbursement of Plaintiffs' Class Counsel's expenses as well as any incentive awards to the Representative Plaintiffs, should be approved as fair, reasonable and adequate; and

iii. the Judgment approving the Settlement and dismissing the Action on the merits and with prejudice against Plaintiffs and Settlement Class Members should be entered;

d. approved the Settlement Notice, the Publication Notice, and the Media Plan as provided in the Settlement Agreement, and found that the distribution of the Notice substantially in the manner and form set forth in Paragraph VII of the Settlement Agreement met the requirements of Mo. R. Civ. P. 52.08(b)(3) and due process, and was the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto;

e. approved the Claim Form and set the Claims Deadline;

f. designated Heffler Claims Administration as the Settlement Administrator and instructed Heffler to perform the following functions, as set forth in the Settlement Agreement:

- a. Process requests for exclusion from the Settlement in accordance with Section VIII of the Settlement Agreement;
- b. Process objections to the Settlement in accordance with Section VIII of the Settlement Agreement;
- c. Process Claim Forms in accordance with Section V of the Settlement Agreement;
- d. Before disseminating the Settlement Notice, establish the Settlement Website, which Settlement Class Members can visit to read and obtain additional information regarding the Settlement, including submission of claims; and
- e. Set up and operate a toll-free automated interactive voice response system through which Settlement Class Members can access Settlement information.

g. prescribed the method and period of time for providing notice to members of the Settlement Class of the certification of the Settlement Class; the Settlement; Plaintiffs' counsel's application for an award of attorneys' fees and reimbursement of expenses; and the Final Approval Hearing;

h. found that such notice to the members of the Settlement Class as described in the Settlement Agreement: *(i)* is the best notice practicable to members of the Settlement Class; *(ii)* is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, conditional certification of the Settlement Class, the proposed Settlement, and the rights of members of the Settlement Class to object to the Settlement; to request exclusion from the Settlement Class; and the application of Plaintiffs' counsel for an award of attorneys' fees and reimbursement of expenses; *(iii)* is reasonable and constitutes due, adequate and sufficient notice to all persons and entities entitled to receive notice; and *(iv)* meets all applicable requirements of law including, but not limited to, Mo. R. Civ. P. 52.08(b)(3);

i. prescribed the method and period of time during which members of the Settlement Class may file requests to be excluded from the Settlement Class;

j. provided that, whether or not the Effective Date occurs, any member of the Settlement Class who does not properly and timely request exclusion from the Settlement Class shall be bound by any and all judgments and settlements entered or approved by this Court, whether favorable or unfavorable to the Settlement Class; and

k. prescribed the method and periods of time during which members of the Settlement Class may serve written objections to the Settlement and/or the application for an award of attorneys' fees and/or reimbursement of expenses by Class Counsel; and

**WHEREAS**, this Court has received no notice that any class member intends to appear at the Final Approval Hearing scheduled for September 17, 2015, no objections to the Settlement are pending for the Court to consider, and this Court finds that the papers are detailed and sufficient to rule on Plaintiff's motion for final approval; and

**WHEREAS**, this Court, having heard from Class Counsel on behalf of the Settlement Class, and from Defendant's counsel, and having reviewed all other arguments and submissions presented by all interested persons and entities with respect to the Settlement and the application of Plaintiffs' counsel for an award of attorneys' fees and reimbursement of expenses; and

**WHEREAS**, all capitalized terms used herein have the meanings set forth and defined in the Settlement Agreement, it is hereby

**ORDERED, ADJUDGED, DECREED, AND FOUND THAT:**

1. This case arises out of Plaintiff's allegations that Defendant Van's marketed, advertised, and sold waffles and other breakfast products as "all natural" that were not in fact "all natural" because they contained one or more synthetic ingredients, including sodium acid pyrophosphate ("SAPP").

2. Plaintiff's Petition included claims for violations of the Missouri Merchandising Practices Act, breaches of express and implied warranty, and unjust enrichment.

3. After extensive settlement negotiations, including a formal mediation, the Parties agreed to settle this case.

4. The Settlement Agreement provides substantial and meaningful relief to the Settlement Class, including injunctive relief that requires a change of the allegedly misleading labels, as well as monetary benefits to the Settlement Class in an amount up to \$9,000,000.

5. The Settlement Agreement provides for a claims-made settlement under which Settlement Class Members, including those with and without receipts of their purchases, can make claims to receive monetary benefits for purchasing the Products.

6. The Settlement Agreement establishes a Claims Period that shall commence upon entry of this Order and continue for 90 days thereafter.

7. The Settlement Class as provided in the Preliminary Approval Order is unconditionally certified pursuant to Mo. R. Civ. P. 52.08(b)(3). The prerequisites for a class action under Rule 52.08(b)(3) have been satisfied in that: (a) the members of the Settlement Class are so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs have and will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (f) a class action is superior to all other available methods for the fair and efficient adjudication of this controversy.

8. For purposes of the injunctive relief specified in Section V(A) of the Settlement Agreement, the prerequisites for a class action under Rule 52.08(b)(2) have been satisfied in that: (a) the number members of the Settlement Class is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs have and will fairly and adequately represent the interests of the Settlement Class; and (e) the Defendants have acted or refused to act on grounds generally applicable to the class, thereby making appropriate final declaratory relief with respect to the

class as a whole.

9. The following are appointed as Class Representatives of the Settlement Class: Diana Miloro, Micheller Blair, Jennifer Cunningham, Dana Rhinerson, Aidin Moradi, Gregory Frei, and Patricia Campbell.

10. The Court confirms the following as Class Counsel: David L. Steelman of Steelman, Gaunt & Horsefield, Matthew H. Armstrong of Armstrong Law Firm LLC, and Scott A. Kamber and Stuart L. Cochran of KamberLaw LLC.

11. The Settlement, as set forth in the Settlement Agreement, is in all respects fair, reasonable, and adequate, is in the best interests of the Settlement Class Members, and is approved in all respects in accordance with Rules 52.08(b)(2) and (b)(3).

12. The Settlement was negotiated at arm's-length by experienced counsel who were fully informed of the facts and circumstances of the action and of the strengths and weaknesses of their respective positions. The Settlement was reached after the Parties engaged in extensive negotiations and a formal mediation. Class Counsel and Defendants' Counsel are therefore well positioned to evaluate the benefits of the Settlement, taking into account the expense, risk, and uncertainty of protracted litigation over numerous questions of fact and law.

13. Notice to the members of the Settlement Class required by Mo. R. Civ. P. 52.08(b)(3) has been provided as directed by this Court in the Preliminary Approval Order, and such notice having constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the members of the Settlement Class, and satisfied the requirements of the Missouri Rules of Civil Procedure, and all other applicable laws.

14. Plaintiff and Defendant are directed to promptly consummate the Settlement in

accordance with the Settlement Agreement and all of its terms.

15. The Settlement shall not be deemed to constitute an admission or finding of liability or wrongdoing on the part of the Defendant, or any of the Plaintiffs, Settlement Class Members, or Released Parties.

16. The Action is hereby dismissed, with prejudice, on the merits, as against all Plaintiffs and all members of the Settlement Class, on the terms and conditions set forth in the Settlement Agreement, and without costs to any party except as provided herein and in the Settlement Agreement.

17. Upon the Effective Date, each Plaintiff, each Settlement Class Member, and each Releasing Party shall be deemed to have, and by operation of this Final Approval Order and Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against the Released Parties in the manner(s) set forth in Paragraph XI of the Settlement Agreement.

18. Upon the Effective Date, each Plaintiff, each Settlement Class Member, and each Releasing Party shall be permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims.

19. A Service Award is hereby awarded to the following Class Representative(s) in the amount of \$1500 each: Diana Miloro, Micheller Blair, Jennifer Cunningham, Dana Rhinerson, Aidin Moradi, Gregory Frei, and Patricia Campbell. A Service Award is also awarded to Ashley Hammack. Class Counsel shall pay these Service Awards to the Class Representatives from the Fee Award as compensation for their efforts in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class.

20. Class Counsel are hereby awarded (i) attorneys' fees and (ii) reimbursement of

their reasonable expenses in the amount of \$1,900,000. Such amounts are to be paid by Defendant to Class Counsel by check by October 2, 2015. Class Counsel shall provide to Defendant in a timely manner all information necessary to enable Defendant to make the payment in the time required.

21. The award of attorneys' fees to Class Counsel shall be allocated among Class Counsel in a fashion that, in the opinion of Class Counsel, fairly compensates them for their respective contributions in the prosecution of the Action. In making its award of attorneys' fees and reimbursement of expenses, in the amounts described in paragraph 20, above, the Court has considered and finds as follows:

- a. The Settlement has provided significant relief to the Settlement Class.
- b. Defendant's adoption of substantial changes to their labeling practices were a negotiated, material term of Settlement.
- c. The Settlement Notice was published to at least 72% of the putative Settlement Class members. Only one objection was filed against the terms of the proposed Settlement and was predicated on a misapprehension of certain facts of the settlement, and that objection has been withdrawn. Further, no opt-outs had been received.
- d. Class Counsel have conducted the litigation and achieved the Settlement with skill, perseverance, and diligent advocacy on behalf of Plaintiff and the Settlement Class as a whole.
- e. The Action involves complex factual and legal issues and, in the absence of Settlement, would involve further lengthy proceedings and uncertain resolution of such issues.
- f. Had the Settlement not been achieved, there would remain a significant risk that the Settlement Class may have recovered less or nothing from the Defendant, and that

any recovery would have been significantly delayed which would have resulted in the continued exposure of Settlement Class members' to the challenged labels.

g. The amount of attorneys' fees and reimbursable expenses awarded to Class Counsel is fair and reasonable, given that the value of attorney time expended in this and the related cases to achieve the Settlement on behalf of Plaintiffs and the Settlement Class as a whole is in excess of \$600,000, and that the value of the settlement benefits available to the Settlement Class is \$9,000,000. Given the skills required to prosecute this case, the experience, reputation, and ability of Class Counsel, the fact that the fees were always contingent, and that the fee is not disproportionately excessive in light of the benefits conferred on the Members of the Settlement Class, the Court finds that a multiplier of 3.16 is appropriate, fair, and reasonable. Moreover, the amount awarded and the multiplier is well within the norms in class action cases in the state of Missouri.

22. The Defendant and the Released Parties shall not be liable for any additional fees or expenses for Class Counsel or counsel of any Plaintiff or Settlement Class Member in connection with the Action, beyond those expressly provided in the Settlement Agreement.

23. By reason of the Settlement, and approval hereof, there is no just reason for delay and this Final Order and Judgment shall be deemed a final judgment pursuant to Rule 74 of the Missouri Rules of Civil Procedure.

24. Jurisdiction is reserved, without affecting the finality of this Final Approval Order and Judgment, over:

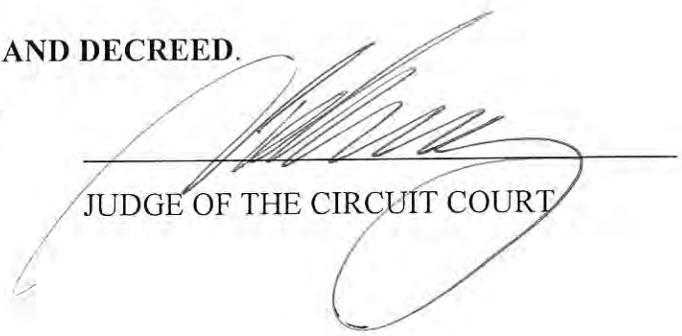
a. Effectuating the Settlement and the terms of the Settlement Agreement, including the payment of Plaintiffs' counsel's attorneys' fees and reimbursement of expenses, including any interest accrued thereon;

- b. Supervising all aspects of the administration of the Settlement;
- c. Determining whether, in the event an appeal is taken from any aspect of this Final Approval Order and Judgment, notice should be given at the appellant's expense to some or all Settlement Class Members apprising them of the pendency of the appeal and such other matters as the Court may order;
- d. Enforcing and administering the Settlement Agreement and the Settlement including any releases executed in connection therewith, and the provisions of this Final Approval Order and Judgment;
- e. Adjudicating any disputes that arise under the Settlement Agreement; and
- f. Any other matters related or ancillary to the foregoing.

25. The above-captioned Action is hereby dismissed in its entirety with prejudice.

**SO ORDERED, ADJUDGED AND DECREED.**

Dated: 9-14-15

  
 \_\_\_\_\_  
 JUDGE OF THE CIRCUIT COURT



STATE OF MISSOURI		CERTIFICATE OF TRUE COPY	
County of Phelps	SS. Sue Brown, Clerk	of the Circuit Court in and for said County, hereby certify the above and foregoing to be a true copy of original Judge's Decree Sheet as the same appears of record in my office.	
Mo. No. _____	this the 14 day of September 2015	IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at _____	
		Sue Brown, Clerk Circuit Court	