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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KIMBERLY BIRBROWER, an
individual,

Plaintiff,

vs.

QUORN FOODS, INC., a Delaware
Corporation and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.:
2:16-cv-01346-DMG-AJW

**PLAINTIFF'S NOTICE OF
MOTION AND UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 3, 2017
Time: 9:30 a.m.
Location: Courtroom 8C

TO THE COURT AND ALL PARTIES OF RECORD:

PLEASE TAKE NOTICE that on February 3, 2017 at 9:30 a.m. in Courtroom 8C of the United States District Court for the Central District of California, located at 350 West First Street, Los Angeles, California 90012, Plaintiff Kimberly Birbrower (“Plaintiff”) will and hereby does move for an order:

1. Granting preliminary approval of the Class Action Settlement and Release between her and Defendant Quorn Foods, Inc. (the “Settlement”), a copy of which is attached as Exhibit A to the Memorandum in Support of Plaintiff’s Motion for Preliminary Approval filed concurrently.
2. Appointing and approving Atticus Administration, LLC as the Claims Administrator.
3. Approving the form and manner of notice to the Settlement Class as set forth in the Settlement Agreement and the Declaration of Christopher Longley of Atticus Administration, LLC, filed concurrently herewith.
4. Approving Jason M. Frank and Scott H. Sims of Frank Sims & Stolper LLP and Eric F. Yuhl and Colin A. Yuhl of Yuhl Carr LLP as Class Counsel for the Settlement Class.
5. Setting a Final Approval Hearing on July 28, 2017 at 9:30 a.m. in Courtroom 8C at 350 West First Street, Los Angeles, California 90012, or as soon thereafter as the Court’s schedule permits.

This Motion is based on this Notice of Motion and Motion; the supporting Memorandum of Points and Authorities; the Declaration of Jason M. Frank; the Declaration of Eric F. Yuhl; the Declaration of Christopher Longley; the Declaration of Kimberly Birbrower; the [Proposed] Preliminary Approval Order; the pleadings on file herein, and such other and further material to be offered at the hearing.

1 Dated: January 6, 2017

FRANK SIMS & STOLPER LLP

2
3 By: /s/ Jason M. Frank

4 Jason M. Frank

5 Attorneys for Plaintiff
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AND AUTHORITIES IN SUPPORT
OF PLAINTIFF'S UNOPPOSED
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I. INTRODUCTION

Plaintiff Kimberly Birbrower (“Plaintiff”) hereby moves for preliminary approval of the Class Action Settlement and Release between her and Defendant Quorn Foods, Inc. (“Quorn”). The Settlement Class includes all U.S. consumers who purchased Quorn Products in the U.S. during the Class Period of January 26, 2012 through December 14, 2016. A copy of the Settlement is attached as Exhibit A.

In this lawsuit, Plaintiff alleges Quorn failed to adequately disclose that “Mycoprotien” used in Quorn Products is a mold. Plaintiff further alleges that certain statements on its packages misleadingly suggest Quorn’s Products are made of “mushrooms, truffles and morels.” Quorn has denied and continues to deny these allegations. Nevertheless, Quorn has agreed to settle Plaintiff’s claims rather than incur the risk and expense of further litigation.

The Settlement provides a tremendous result for the Class.

First, the Settlement provides Quorn will now uniformly disclose on its packages that its products contain mold in the Allergy Warning, and the Allergy Warning will be prominently placed at or near the top of the back or side-labels of all Quorn Products.

Second, Quorn will no longer represent or imply its products are made of “mushrooms, truffles or morels.”

Third, Quorn will provide a *full refund* to all Class Members who purchased Quorn Products in the U.S. during the Class Period if they have an itemized receipt proving they purchased the product(s). There are no limitations on the aggregate refund amount to the Class, nor are there limitations on the total refund amount for any individual Class Member. So long as they provide itemized receipts showing how much they paid for Quorn Products during the Class Period, the Class Member will receive a full refund for that amount. Based on confirmatory discovery, Plaintiff estimates the Class paid approximately \$120,000,000 for Quorn Products during the Class Period.

1 *Fourth*, for those Class Members who do not have itemized receipts, they may
 2 receive an alternative remedy of “\$5 Per Month” for each month during the Class Period
 3 in which they claim to have purchased Quorn Product(s), up to a cap of \$40 per year for
 4 each year of the five-year Class Period, for a maximum possible refund of \$200. To be
 5 eligible for this remedy, such Class Members will simply be required to verify under oath
 6 they purchased Quorn Products during the months they claim and submit a credit or debit
 7 card statement, or a non-itemized receipt, showing they made purchases at a store that
 8 sold Quorn Products during those months (the “Alternative Proof of Purchase
 9 Documents”). For example, if they have a credit card statement showing they made
 10 purchases at a Whole Foods or WalMart during the Class Period (two stores that sold
 11 Quorn Products), then such Class Members will receive \$5 for each month they claim to
 12 have purchased Quorn Products at such stores, up to a cap of \$40 per year for each year
 13 of the five-year Class Period, for a maximum possible refund of \$200. Based on the
 14 confirmatory discovery, the average retail price of a Quorn product is between \$4.00 and
 15 \$4.75 and Quorn’s *most loyal* customers purchase approximately eight (8) products per
 16 year for a total of approximately \$41. Thus, this alternative “\$5 Per Month” remedy will
 17 likely provide close to *full refunds* for most Class Members even with the annual \$40
 18 caps.

19 *Fifth*, while the release includes all claims relating to the allegations in this lawsuit,
 20 it does not include any claims for personal injuries for those customers who may have
 21 suffered adverse reactions from mold allergies after consuming Quorn Products.

22 *Sixth*, the Settlement provides that Quorn will *separately* pay for all attorneys’ fees
 23 and costs, incentive awards and claims administrations costs approved by the Court, and
 24 such payments will not in any way reduce the monetary benefits available to the Class.

25 In sum, this Settlement likely provides remedies that are better than what the Class
 26 could reasonably expect to obtain at trial on the merits. The parties reached the
 27 Settlement after extensive, arms-length negotiations between experienced class action
 28 counsel and with the assistance of a well-respected mediator (the Hon. Edward Infante at

JAMS). The Settlement comes on the heels of extensive legal briefing by both parties related to Defendant's Motion to Dismiss, and after confirmatory discovery conducted by Plaintiff. As such, the Settlement is well-informed, fair and reasonable.

Accordingly, Plaintiff requests the Court (1) grant preliminary approval of the Settlement, (2) certify the proposed Class for settlement purposes only, (3) appoint Atticus Administration LLC ("Atticus") to serve as the Claims Administrator; (4) approve the agreed Notice Plan; and (5) set the relevant deadlines for the Settlement and Final Approval Hearing.

II. LITIGATION HISTORY AND SETTLEMENT NEGOTIATIONS

Plaintiff filed this action in state court on January 22, 2016. [Dkt. No. 1.] After Defendant's removed the action to federal court, Plaintiff filed a First Amended Complaint ("FAC") as a matter of right on March 30, 2016. [Dkt. No. 9.]

In this lawsuit, Plaintiff claims she was fraudulently induce to purchase Quorn Products because Quorn failed to adequately disclose its products contain mold. [FAC, ¶ 16.] Quorn is a manufacturer of meatless and soy-free food products. [Id., ¶¶ 1, 11.] The main ingredient in all Quorn's Products is "mycoprotein." [Id.] Plaintiff claims "mycoprotein" is fermented soil mold with added vitamins and flavors. [Id., ¶¶ 10, 12.]

All Quorn Products contain the following description about "mycoprotein" on the back or side-label of the packages:

Quorn [products] are made with mycoprotein ("myco" is Greek for "fungi") and are completely meatless and soy-free. There are believed to be over 600,000 varieties of fungi in the world, many of which are among the most sought after foods like varieties of mushroom, truffles, and morels.

[FAC, ¶ 11.] Plaintiff alleges this representation is deceptive and misleading, because it implies Quorn Products are made of "mushrooms, truffles or morels" as opposed to mold. [Id., ¶ 12.] Plaintiff contends she and the Class were fraudulently induced to purchase Quorn Products, or pay more money for the products than they otherwise would have paid, due to these alleged misleading representations and non-disclosures. [FAC, ¶ 16.]

1 Defendant filed a Motion to Dismiss on May 20, 2016. [Dkt. No. 13.] In its
2 motion, Quorn argued, among other things, that (a) Plaintiff's claims are preempted by
3 federal food labeling laws; (b) Quorn had no duty to disclose additional information about
4 mycoprotein; (c) the language on its packages is not likely to mislead a reasonable
5 consumer; and (d) Plaintiff lacked standing to pursue claims for injunctive relief. [Id.]

6 On June 7, 2016, the parties participated in a full-day mediation session before
7 former United States Magistrate Judge Edward Infante at JAMS in San Francisco.
8 [Declaration of Jason M. Frank ("Frank Decl."), ¶¶ 8, 13; Declaration of Eric F. Yuhl
9 ("Yuhl Decl."), ¶ 8.] The parties were unable to reach a resolution at the mediation, but
10 continued their settlement discussions. [Frank Decl., ¶ 13.]

11 On July 28, 2016, Plaintiff filed her opposition to Defendant's Motion to Dismiss.
12 [Dkt. No. 20.] In her opposition, Plaintiff set forth in detail her legal and factual responses
13 to Defendant's arguments, and the legal support for her positions. [Id.] After the filing
14 of Plaintiff's Opposition, the parties resumed their settlement discussions. [Frank Decl.,
15 ¶ 14.]

16 On August 31, 2016, after extensive arms-length negotiation, the parties notified
17 the Court they had agreed in principle to the major terms of a proposed class action
18 settlement, subject to confirmatory discovery. [Dkt. No. 24.] Over the next few months,
19 Plaintiff's counsel conducted written discovery and took a 30(b)(6) deposition of Quorn.
20 [Frank Decl., ¶¶ 15-17.] After completing confirmatory discovery and further
21 negotiations, the parties were ultimately able to reach the proposed Settlement of this
22 lawsuit on December 14, 2016. [Id., ¶ 15; Exh. A.]

23 **III. THE TERMS OF THE SETTLEMENT**

24 **A. The Settlement Class.**

25 The Settlement Class consists of all persons in the U.S. who purchased Quorn
26 Products in the U.S. for personal or household consumption (and not for resale) during
27 the Class Period of January 26, 2012 through December 14, 2016. [Settlement, § I (9).]
28 Excluded from the Settlement Class are:

- (1) Quorn, its related entities, parent companies, subsidiaries, and affiliates, and their respective officers, directors, and employees;
- (2) All persons claiming to be subrogated to the rights of Class Members;
- (3) Individuals and /or entities who validly and timely opt-out of the Settlement;
- (4) Individual who previously released their claims against Quorn;
- (5) Individuals who assert claims for personal injuries arising from their purchase and consumption of Quorn Products; and
- (6) Any judge to whom this matter is assigned, and his or her immediate family (spouse, domestic partner, or children).

[Id.]

B. Settlement Consideration.

The Settlement provides both non-monetary and monetary benefits to the Class.

1. Non-Monetary Benefits to Class.

First, Quorn will now uniformly disclose on its packages that its products contain mold in the Allergy Warning, and the Allergy Warning will be prominently placed at or near the top of the back or side-labels of all Quorn Products. [Settlement, § III (B) (2).]

Second, the Settlement provides that Quorn will remove the following statement from all Quorn Product labels: “There are believed to be over 600,000 varieties of fungi in the world, many of which are among the most sought after foods like varieties of mushroom, truffles, and morels.” [Settlement, § III (B) (1).] Quorn further agrees it will not use this statement, or its functional equivalent, on any future product label or other promotional material. [Id., § III (B) (3).]

These label and advertising changes are required to be made on all Quorn Products manufactured after the Effective Date of the Settlement, and impose no obligation on Quorn to withdraw Quorn Products from retailers. [Settlement, § III (B) (4).]

2. Monetary Benefits to Class.

The Settlements provides two types of monetary benefits for the Class.

1 *First*, Quorn will provide a *full refund* to all Class Members who purchased Quorn
2 Products in the U.S. during the Class Period if they verify under oath they purchased
3 Quorn Products and have an itemized receipt proving they purchased the product(s).
4 [Settlement, § III (A) (1), (2).] There are no limitations on the refund amount other than
5 Class Members will receive the actual amount they paid for the Quorn Products as
6 reflected on the receipt(s). [*Id.*, § III (A) (2), (4).]

7 *Second*, for those Class Members who do not have itemized receipts, they may
8 receive an alternative remedy of “\$5 Per Month” for each month they claim to have
9 purchased Quorn Product(s) up to a cap of \$40 per year for each year of the five-year
10 Class Period, for a maximum possible total refund of \$200. [Settlement, §§ I (26), III
11 (A) (1), (2).] To be eligible for this remedy, such Class Members will be required verify
12 under oath they purchased Quorn Products for the months they have identified and submit
13 a credit or debit card statement, or a non-itemized receipt, showing they made purchases
14 at a store that sold Quorn Products during the month(s) they claim to have purchased
15 Quorn Product(s) (“Alternative Proof of Purchase Documents”).¹ [*Id.*]

16 **3. Attorneys’ Fees, Incentive Awards and Administration Costs.**

17 The Settlement provides that Quorn will separately pay for any attorney fees and
18 costs awarded by the Court to Class Counsel so long as the amount does not exceed
19 \$1,350,000. [Settlement, § IX (A).] Quorn also will separately pay for any service or
20 incentive awards approved by the Court for Plaintiff, so long as the amount does not
21 exceed \$5,000. [*Id.*, § IX (B).] Quorn also will be solely responsible for the notice and
22 claims administration costs. [*Id.*, §§ I (24), IV (C).] The proposed Claims Administrator,
23 Atticus, has agreed to a \$150,000 cap for all notice and claims administration services.
24 [*Id.*] As discussed further in the following section, Quorn’s payments of these amounts

25 _____
26 ¹ Class Members are permitted to seek both full refunds and the alternative “\$5 Per
27 Month” remedy so long as they are not seeking such remedies for the *same month*. In the
28 event Class Members submit documentation qualifying for a full refund and the
alternative “\$5 Per Month” remedy” for the *same month*, the Class Member will be
limited to the full refund amount for that month (but the refunds will not count against
the \$40 annual cap for the alternative “\$5 Per Month” remedy). [Settlement, § I (26).]

1 will not in any way reduce the total monetary benefits available to the Class. [*Id.*; § III
2 (A) (3).]

3 **4. Non-Refundable Initial Settlement Fund and Replenishment**
4 **Requirement.**

5 To facilitate this Settlement, Quorn will be required to set up an initial non-
6 refundable Settlement Fund in the amount of \$2,500,000. [Settlement, §§ I (41), III (A).]
7 From this fund, Quorn will be required pay any attorneys’ fees, costs and incentive
8 awards approved by the Court, as well as any administration costs. [*Id.*] Quorn also will
9 be required to pay any claims for monetary remedies to the Class from this fund. [*Id.*]

10 If the total claims for monetary remedies is *greater* than the amount remaining in
11 the Initial Settlement Fund (after deducting any attorneys’ fees, costs, incentive awards
12 and administration costs approved by the Court), then Quorn will be required to replenish
13 the difference to the Settlement Fund to fully pay for any and all claims above the Initial
14 Settlement Fund amount. [*Id.*, § III (A) (3).] In other words, the payment of fees,
15 incentive awards and administration costs will not in any way reduce the refunds or
16 alternative monetary benefits available to the Class. [*Id.*]

17 If the total claims for monetary remedies is *less* than the amount remaining in the
18 Initial Settlement Fund (after deducting any attorneys’ fees, costs, incentive awards and
19 administration costs), then the remainder will be paid to the following *Cy Pres* recipient:
20 the Food Allergy Research and Education organization (“FARE”) (www.foodallergy.org). [Settlement, § III (A) (3).] FARE is a 501(c)(3) organization
21 that works on behalf of 15 million Americans with food allergies, including those at risk
22 for life-threatening anaphylaxis. [*Id.*] In the FAC, Plaintiff alleges that one of the
23 primary reasons why Quorn’s failure to disclose its products contain mold is “material”
24 is because consumers have suffered serve mold-related allergies after consuming Quorn’s
25 products. [FAC, ¶ 14.] Accordingly, FARE was selected as the proposed *Cy Pres*
26 recipient because its work is “tethered to the nature of the lawsuit and the interests of the
27 silent class members.” Nachshin v. AOL, LLC, 663 F.3d 1034, 1039 (9th Cir. 2011).
28

1 In sum, the Initial Settlement Fund acts as a floor and not a ceiling on the total
2 amount Quorn will pay in this Settlement.

3 **5. Release.**

4 In exchange for the above-described Settlement benefits, all Class Members (who
5 do not timely “opt-out” or request exclusion from the Class) will release all claims against
6 Quorn and its related entities which are “based on the facts, allegations, claims, and
7 circumstances alleged in [the FAC].” [Settlement, §§ I (36), VIII.] However, this release
8 expressly *excludes* and does not affect “claims for personal injuries.” [Id.]

9 **C. The Notice Plan.**

10 The proposed Claims Administrator agreed to by the parties is Atticus.
11 [Settlement, § I (8).] A declaration from Atticus’s Chief Executive, Christopher Longley,
12 setting forth the company’s experience and the details of the proposed Notice Plan is filed
13 concurrently herewith (the “Longley Decl.”).

14 Pursuant to the [Proposed] Order for Preliminary Approval submitted by Plaintiff
15 with this Motion (the “Proposed Order”), the Claims Period will be scheduled to begin
16 on **February 15, 2017**, or on a later date selected by the Court. [Proposed Order, ¶ 17.]
17 This will start the 105-day (3.5 month) Claims Period agreed to under the Settlement.
18 [Settlement, § I (36).] In other words, the Claims Period will end on **June 1, 2017**
19 (assuming it starts on **February 15, 2017**). [Id.] The Claims Administrator will be
20 required to publish notice of this proposed Settlement on the first day of the Claims
21 Period. [Id.]

22 The proposed Notice Program combines state of the art internet banner ad notice,
23 key word acquisition and internet marketing techniques designed to reach a specific
24 micro-target of consumers that are vegan, vegetarian or have a healthy lifestyle
25 purchasing pattern. [Longley Decl., ¶¶ 7-9; 11-20.] This is the same demographic of
26 consumers that purchase Quorn products and the plan was developed, in part, by
27 researching Quorn’s advertising. [Id., ¶¶ 11-15.] The Notice Program was designed by
28 Atticus to reach approximately 75% of the Class with an average frequency of 2.75 times

1 for each Class Member. [Id., ¶¶ 8-9.] The notice will be viewed approximately
2 30,460,000 times during the Claims Period. [Id.]

3 The Notice Program will deliver internet banner ads to websites visited by Class
4 Members, by employing search targeting (such as when a Class Member types the name
5 of a Quorn Product into a web browser), demographic targeting, category contextual
6 targeting, keyword contextual targeting, site retargeting, and purchase data targeting.
7 [Longley Decl., ¶¶ 7, 16-20 .] The internet banner add will state:

8 **Have You Purchased Quorn Products?**

9 **A Class Action Settlement May Affect Your Rights.**

10 **CLICK HERE FOR MORE INFORMATION.**

11 [Longley Decl., Exh. 1 at pgs. 8-10.]

12 The banner ad will link to a Settlement Website
13 (www.QuornFoodsSettlement.com) operated by Atticus. [Id., ¶ 20, Exh. 3.] The
14 Settlement Website will include a brief description of the Settlement on the homepage
15 with a link to the Long Form Class Notice explaining the terms of the Settlement and
16 Class Members' rights and options in further detail. [Id.] A copy of the proposed Long
17 Form Notice is attached as Exhibit B hereto.

18 The Settlement Website will also feature a "FAQ section" to answer frequently
19 asked questions, and include a schedule of the upcoming Key Dates and all relevant
20 Settlement-related documents (including a copy of the FAC, the Settlement, the
21 Preliminary Approval Papers, the Proposed Order and the Claim Form). [Longley Decl.,
22 ¶¶ 20, 22, Exh. 3.] The Settlement Website will also include a "Contact Us" page
23 whereby Class Members can send an email with any additional questions to a dedicated
24 email address. [Id.] In addition, Atticus will operate a toll-free hotline to fully apprise
25 Class Members of their rights and options under the Settlement. [Id., ¶ 23.] The toll-free
26 hotline will utilize an interactive voice response ("IVR") system to provide Class
27 Members with responses to frequently asked questions and provide important information

1 regarding the Settlement. [Id.] The hotline will be accessible 24-hours a day, 7-days a
2 week during the Class Period. [Id., ¶ 9.]

3 **D. The Claims Procedure.**

4 To recover the monetary remedies available under the Settlement, Class Members
5 will be required to complete and sign a Claim Form and provide a copy of their Proof of
6 Purchase evidence (either itemized receipts or Alternative Proof of Purchase Documents)
7 to the Claims Administrator by the end of the Claims Period. [Settlement, § III (A) (1).]
8 Class Members will be able to upload their Claim Forms and supporting documentation
9 at the Settlement Website, or send it via U.S. mail. [Longley Decl., ¶21.] A copy of the
10 proposed Claim Form is attached as Exhibit C hereto.

11 **IV. LEGAL STANDARD**

12 Settlements of class actions are strongly favored. See, e.g., In re Pac. Enterprises
13 Sec. Litig., 47 F.3d 373, 378 (9th Cir. 1995) (“When reviewing complex class action
14 settlements, we have a strong judicial policy that favors settlements.”). When the named
15 parties in a class action reach a settlement prior to class certification, the Court has an
16 obligation to “peruse the proposed compromise to ratify both the propriety of the
17 certification and the fairness of the settlement.” Staton v. Boeing Co., 327 F.3d 938, 952
18 (9th Cir. 2003).

19 Generally, this is a two-step process. *First*, the Court must assess whether the
20 proposed settlement class meets the certification requirements of Federal Rules of Civil
21 Procedure Rule 23 (“Rule 23”). Staton, 327 F.3d at 952 (citing Amchem Prods., Inc. v.
22 Windsor, 521 U.S. 591, 620 (1997)). *Second*, the Court must “determine whether the
23 proposed settlement is fundamentally fair, adequate, and reasonable.” Id. (citing Hanlon
24 v. Chrysler Corp., 150 F.3d 1011, 1026 (9th Cir. 2008)). Approval or denial of a proposed
25 class action settlement is within the discretion of the district court. Hanlon, 150 F.3d at
26 1026.

V. THE COURT SHOULD GRANT PRELIMINARY APPROVAL OF THE PROPOSED SETTLEMENT

A. Conditional Certification of the Proposed Settlement Class is Appropriate.

A party seeking certification of a class seeking monetary remedies must demonstrate it meets the prerequisites of Rule 23(a), as well as the requirements of Rule 23(b)(3). Zinser v. Accufix Research Inst., Inc., 253 F.3d 1180, 1186 (9th Cir. 2001).

1. The Proposed Settlement Class Satisfies the Prerequisites of Rule 23(a).

Rule 23(a) provides that a district court may certify a class 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 named plaintiff’s claims or defenses are typical of the claims or defenses of the class, and (4) the named plaintiff will fairly and adequately protect the interests of the class.” Fed.R.Civ.P. 23(a). The proposed Settlement Class satisfies these requirements.

a. Numerosity.

“The [Rule 23(a)(1)] prerequisite of numerosity is discharged if ‘the class is so large that joinder of all members is impracticable.’” Hanlon, 150 F.3d at 1019. “Where the exact size of the class is unknown but general knowledge and common sense indicate that it is large, the numerosity requirement is satisfied.” Costelo v. Chertoff, 258 F.R.D. 600, 607 (C.D. Cal. 2009).

In the present case, there were over 25 Million Quorn Products sold in the U.S. during the Class Period, with a range of 5 to 6 Million products per year. [Frank Decl., ¶ 17(c), Exh. 1 at 21:7-21.] According to the confirmatory discovery, Quorn’s most loyal customers purchase approximately eight (8) to nine (9) products per year. [Id., ¶ 17(e)-(f), Exh. 1 at 31:19-20, 33:15-23.] Consequently, even if one were to make the extreme assumption that every Quorn customer was a high-loyal customer, this would amount to 687,500 customers per year (5,500,000 average products sold per year divided by a “high loyal” customer’s average purchase of eight (8) products per year). [Id., ¶

18.] Thus, the Class is clearly large enough to satisfy numerosity. See, e.g., Vinh Nguyen v. Radiant Pharmaceuticals Corp., 287 F.R.D. 563, 569 (CD. Cal. 2012) (“[A] proposed class of at least forty members presumptively satisfies the numerosity requirement.”).

b. Commonality.

Rule 23(a)(2)’s commonality requirement is satisfied if “there are questions of law or fact common to the class.” Fed. R. Civ.P. 23(a)(2). “[C]ommonality requires that the class members’ claims depend upon a common contention such that determination of its truth or falsity will resolve an issue that is central to the validity of each claim in one stroke.” Allen v. Hyland’s Inc., 300 F.R.D. 643, 660 (C.D. Cal. 2014) (quoting Abdullah v. U.S. Sec. Assocs., Inc., 731 F.3d 952, 957 (9th Cir.2013)). “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. “The requirements of Rule 23(a)(2) have been construed permissively, and all questions of fact and law need not be common to satisfy the rule.” Id. (quoting Ellis v. Costco Wholesale Corp., 657 F.3d 970, 981 (9th Cir.2011)).

In this case, Plaintiff’s claims are based on the same common theory. Plaintiff contends the *uniform* statements on the packaging for all Quorn Products is false and misleading, because it suggests Quorn Products are made of “mushrooms, truffles and morels” and does not adequately disclose the products contain mold. [FAC, ¶ 11.] Plaintiff further contends that all Class Members uniformly overpaid for their Quorn Products because the market value of the products would have been lower if Quorn had adequately disclosed its products contain mold. [Id., ¶ 26.] Thus, the question of whether the *uniform* product packaging is false and misleading and, if so, whether the market value of Quorn Products would have been lower had the true information been disclosed, presents common issues for the Class. [Id.]

In such circumstances, courts have found that Rule 23(a)(2)’s commonality requirements are satisfied for purposes of certifying a nationwide settlement class. See,

1 e.g., Cox v. Clarus Marketing Group, LLC, 291 F.R.D. 473, 479-80 (S.D. Cal. 2013)
2 (certifying proposed nationwide class for settlement purposes where there was a
3 common issue as to whether the defendant adequately disclosed the terms of its free
4 shipping offer to the class and whether the promotional offers were deceptive); True v.
5 American Honda Motor Co., 749 F.Supp.2d 1052, 1063-64 (C.D. Cal. 2010) (finding
6 commonality satisfied for proposed nationwide settlement class because the question of
7 whether the defendant’s advertising and claims about fuel economy were false and
8 misleading presented predominate common issues).

9 **c. Typicality.**

10 Rule 23(a)(3)’s typicality requirement is satisfied if “the claims or defenses of the
11 representative parties are typical of the claims or defenses of the class.” Hanlon, 150
12 F.3d at 1020. “Under the rules permissive standards, representative claims are ‘typical’
13 if they are reasonably co-extensive with those of absent class members; they need not be
14 substantially identical.” Id.

15 Here, Plaintiff’s claims are typical of the Class. Like all proposed Class Members,
16 Plaintiff was fraudulently induced to purchase Quorn Products based on the same
17 misleading statements and non-disclosures on the packages. [FAC, ¶¶ 11, 16.] Like all
18 Class Members, Plaintiff was harmed because she, at a minimum, paid more for her
19 Quorn Products than she otherwise would have paid had Quorn adequately disclosed its
20 products are made of mold. [Id.]; see also Kwikset v. Sup. Ct., 51 Cal.4th 310, 329-331
21 (2011) (“[t]hat increment, the extra money paid, is economic injury and affords the
22 consumer standing to sue”); Alliance Mortgage Co. v. Rothwell, 10 Cal.4th 1226, 1240
23 (1995) (damage element for fraud established when party suffers “out of pocket” loss;
24 i.e., when the amount they paid was greater than the value of what they received had the
25 true information been known). As such, because Plaintiff’s claims are “reasonably co-
26 extensive with those of absent class members,” Rule 23(a)(3)’s typicality requirement is
27 satisfied. Hanlon, 150 F.3d at 1020.

d. Adequacy.

The final prerequisite under Rule 23(a)(4) is that “the representative parties will fairly and adequately protect the interests of the class.” Fed.R.Civ.P. 23(a)(4). This rests on two questions: “(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?” Hanlon, 150 F.3d at 1020.

In the present case, there are no conflicts between Plaintiff and her counsel, on the one hand, and the Class, on the other. [Declaration of Kimberly Birbrower (“Birbrower Decl.”), ¶ 3; Frank Decl., ¶ 21; Yuhl Decl., ¶ 9.] Plaintiff has retained highly experienced class counsel that has vigorously prosecuted this action on behalf of the Class and achieved a highly favorable settlement for the benefit of the Class. [Birbrower Decl., ¶ 4; Frank Decl., ¶¶ 2-7, 22-26; Yuhl Decl., ¶¶ 2-7.] In sum, Rule 23(a)(4)’s adequacy requirement is satisfied.

2. The Proposed Settlement Class Satisfies the Prerequisites of Rule 23(b)(3).

In addition to satisfying the prerequisites imposed by Rule 23(a), Plaintiff must also show the proposed Settlement Class is maintainable under Rule 23(b)(3). Hanlon, 150 F.3d at 1022. This requires Plaintiff to demonstrate: (a) common questions “predominate over any questions affecting only individual members” and (b) class resolution is “superior to other available methods for the fair and efficient adjudication of the controversy.” Id. The proposed Settlement Class satisfies these requirements.

a. Predominance.

“When common questions present a significant aspect of the case and they can be resolved for all members of the class in a single adjudication, there is clear justification for handling the dispute on a representative rather than on an individual basis.” Hanlon, 150 F.3d at 1022.

Here, because we are dealing with uniform product packaging across the U.S., the common questions concerning whether the packaging is misleading can be resolved in

1 a single adjudication and predominate over individual issues. See, e.g., Cox, 291 F.R.D.
2 at 479-80 (finding that common issues predominated over individual issues in proposed
3 nationwide class settlement, because “common factual issues involving a single
4 advertisement seen by all class members can predominate over individual issues”).

5 Furthermore, potential variations between the states’ fraud laws and consumer
6 protection statutes do not defeat predominance. Cox, 291 F.R.D. at 479-80; see also In
7 re ConAgra Foods, Inc., 90 F.Supp.3d 919, 981-1022 (analyzing various states’ fraud
8 laws and consumer protection statutes and finding that deceptive practices claims could
9 be certified because materiality presented a predominant common issue and there was
10 sufficient similarity between the laws of the various states.) In fact, because this motion
11 requests the certification of a nationwide settlement class, as opposed to a litigation class,
12 variations in state laws are generally considered irrelevant when determining whether
13 common issues predominate. See, e.g., In re Warfarin Sodium Antitrust Litigation, 391
14 F.3d 516, 529-30 (3rd Cir. 2004) (“However, when dealing with variations in state laws,
15 the same concerns with regards to case manageability that arise with litigation classes
16 are not present with settlement classes, and thus those variations are irrelevant to
17 certification of a settlement class.”) Accordingly, because common issues predominate
18 over individual questions, certification under Rule 23(b)(3) is appropriate.

19 **b. Superiority.**

20 The superiority inquiry requires a determination of “whether the objectives of the
21 particular class action procedure will be achieved in the particular case.” Hanlon, 150
22 F.3d at 1023. Notably, the class action method is considered superior if “classwide
23 litigation of common issues will reduce litigation costs and promote greater efficiency.”
24 Valentino v. Carter-Wallace, Inc., 97 F.3d 1227, 1234 (9th Cir. 1996). Given the
25 relatively small amount of damages at issue for each Class Member (the average price
26 of a Quorn Product is between \$4.00 and \$4.75), it is not economically feasible to litigate
27 this case through individual lawsuits and it is far more efficient to resolve this matter in
28 a single adjudication [Frank Decl., 25(b).] Thus, the superiority requirement is satisfied.

1 See, e.g., Cox, 291 F.R.D. at 481.

2 For the foregoing reasons, Plaintiff has satisfied the requirements of Rule 23(a)
3 and 23(b)(3). Plaintiff's request for certification of the proposed Settlement Class should
4 be granted.

5 **B. The Proposed Settlement Is Fair and Reasonable.**

6 "At the preliminary approval stage, a court determines whether a proposed
7 settlement is within the range of possible approval and whether or not notice should be
8 sent to class members." True, 749 F. Supp. 2d at 1063 (C.D. Cal. 2010). Preliminary
9 approval amounts to a finding that the terms of the proposed settlement warrant
10 consideration by members of the class and a full examination at a final approval hearing.
11 Manual for Complex Litigation (Fourth) § 13.14 at 173. Preliminary approval is
12 appropriate if "the proposed settlement appears to be the product of serious, informed,
13 non-collusive negotiations, has no obvious deficiencies, does not improperly grant
14 preferential treatment to class representatives or segments of the class, and falls within
15 the range of possible approval." In re Tableware Antitrust Litig., 2014 WL 360196, at
16 *4 (C.D. Cal. Jan. 31, 2014); Lilly v. Jamba Juice Co., 2015 WL 1248027, at *6 (N.D.
17 Cal. Mar. 18, 2015); Eddings v. Health Net, Inc., 2013 WL 169895, at *2 (C.D. Cal. Jan.
18 16, 2013). The Court should grant preliminary approval of this Settlement.

19 1. **The Settlement is the Product of Serious, Informed and Non-**
20 **Collusive Negotiations.**

21 The proposed Settlement is the result of serious, informed and non-collusive
22 negotiations between highly experienced class action litigators. [Frank Decl., ¶¶ 8, 11-
23 15; Yuhl Decl., ¶ 8.] Settlement discussions began at a mediation with Judge Infante at
24 JAMS. [Frank Decl., ¶ 8, 13.] The post-mediation negotiations progressed in an
25 adversarial manner with each side vigorously representing their clients' interests and the
26 discussions were non-collusive. [Id., ¶¶ 8, 11-15.]

27 The Settlement is also well informed. [Frank Decl., ¶¶ 8, 11; Yuhl Decl., ¶ 8.]
28 Both parties extensively briefed their legal positions in connection with Defendant's

1 Motion to Dismiss. [Frank Decl., ¶¶ 12, 14.] Plaintiff also conducted document
2 discovery and a deposition of Quorn’s 30(b)(6) representative. [Id., ¶¶ 16-19.] Through
3 this discovery, Plaintiff determined the universe of representations that were made on all
4 Quorn Products during the Class Period, so Plaintiff’s counsel could negotiate effective
5 changes to Quorn’s packaging. [Id., ¶ 17.] Plaintiff also conducted extensive discovery
6 regarding Quorn’s sales (including, but not limited to, the volume of sales, the average
7 price of Quorn Products and the average amount of purchases by Quorn’s “high-loyal”
8 customers during the Class Period). [Id.] This information greatly assisted Plaintiff’s
9 counsel in negotiating a favorable settlement for the Class. [Id.] For example, Plaintiff
10 learned the average price of a Quorn Product is between \$4.00 and \$4.75, and Quorn’s
11 highest-loyal customers purchase approximately eight (8) to nine (9) products per year
12 for a total of \$41. [Frank Decl., ¶ 17(d)-(f), Exh. 1 at 31:19-20; 33:15-23.] Plaintiff’s
13 counsel used this information when negotiating the annual caps for the alternative “\$5
14 Per Month” remedy, and negotiated a \$40 annual cap because this would provide close
15 to full refunds for most Class Members, including Quorn’s most loyal customers. [Id.]

16 In sum, the parties were well-informed about the factual and legal issues in the
17 case, and able to evaluate the benefits and risks of further litigation. The Settlement is
18 the product of well-informed, arms-length negotiations.

19 2. The Settlement Has No Obvious Deficiencies.

20 The proposed Settlement has no obvious deficiencies. In fact, the monetary
21 benefits may be significantly greater than what the Class could reasonably expect under
22 the applicable law. For example, damages and restitution in false advertising cases are
23 typically measured as the difference between what the customer paid, and the market
24 value of what the customer received at the time of sale if the true information had been
25 known. See, e.g., In re ConAgra, 90 F.Supp.3d at 1023-1032; Alliance Mortgage, 10
26 Cal.4th at 1240 (damage element for fraud established when party suffers “out of pocket”
27 loss; *i.e.*, when the amount they paid was greater than the value of what they received
28 had the true information been known). In false advertising cases involving food

1 products, courts typically reject requests for “full refunds” as a matter of law because
2 the customer received some value by consuming the food product. See, e.g., Allen, 300
3 F.R.D. at 671 n. 25 (distinguishing cases involving food products from other cases where
4 a full-refund may be appropriate because “food products have some *inherent nutritional*
5 *value*, and thus, the products were not worthless”) (emphasis in original). Consequently,
6 in the present case, it was highly unlikely that Class Members could obtain full refunds
7 for their purchases of Quorn Products even if they prevailed on the merits.

8 In contrast, this Settlement provides *full refunds* to all Class Members.
9 [Settlement, § III (A) (1), (2).] And, for those members who do not have itemized
10 receipts, it provides a relatively simple means to obtain an alternative “\$5 Per Month”
11 remedy by providing a credit or debit card statement (or non-itemized receipt) proving
12 the Class Member made purchases at a store that sold Quorn Products. [Id.] Given that
13 the average price of a Quorn Product is less than \$5.00 (averaging between \$4.00 and
14 \$4.75 during the Class Period), and given that even Quorn’s most loyal customers only
15 purchase on average eight (8) to nine (9) products per year, this alternative remedy will
16 likely provide close to full refunds for most Class Members who elect the alternative
17 remedy. [Frank Decl., ¶ 17(d)-(f), 23, Exh. 1 at 31:19-20, 33:15-23.]

18 In addition, the Settlement’s changes to Quorn’s packaging provides a significant
19 benefit to the Class that may not have been achievable even if the Class had prevailed
20 on the merits. [Settlement, § III (B) (2).] Notably, as at least one prior attempt to have
21 Quorn change its product labels failed, with the Superior Court of Connecticut holding
22 that a consumer’s attempt to force a labeling change was preempted by federal law. See
23 Cardinale v. Quorn Foods, Inc., 2011 WL 2418628, at *1 (Conn. Super. Ct. May 19,
24 2011). There is also an open question in the Ninth Circuit as to whether Plaintiff has
25 standing to request affirmative changes to Quorn’s packages, because some courts have
26 held a class representative cannot request injunctive relief if they do not intend to
27 purchase the product in the future. Compare Wang v. OCZ Tech Group, Inc., 276 F.R.D.
28 618, 626 (N.D. Cal. 2011) (a named plaintiff does not have standing to request injunctive

1 relief if they are “unable to demonstrate a likelihood of future injury”) with Kabbash v.
2 Jewelry Channel, Inc. USA, 2015 WL 6690236 at *6 (C.D. Cal. 2015) (rejecting
3 argument that class representative was precluded from seeking injunctive relief even
4 though the plaintiff did not intend to continue purchasing the product).

5 Finally, the proposed Settlement provides a reasonable means for a Class Member
6 to prove they have standing to recover the monetary benefits of the Settlement, while
7 still protecting the due process rights of the Defendant. As noted above, the Class can
8 obtain a full refund if they have an itemized receipt demonstrating they purchased a
9 Quorn Product or they can obtain the alternative “\$5 Per Month” remedy if they simply
10 provide a credit or debit card statement (or non-itemized receipt) showing they made
11 purchases at a store that sold Quorn Products during the months they claim to have
12 purchased Quorn Product(s). [Settlement, § I (26); § III (A) (1), (2).] Even if the Class
13 prevailed at trial, Defendant would have a compelling argument that Class Members are
14 required to come forward with some documentary proof they purchased a Quorn Product
15 before they could participate in the recovery. See, e.g., Marcus v. BMW of North
16 America, LLC, 687 F.3d 583, 593-94 (3rd Cir. 2012) (holding that federal law and due
17 process require some objective proof that an individual falls within the class definition
18 other than the “class members’ says so” by declaration); see also Briseno v. ConAgra
19 Foods, Inc., -- F.3d. -- 2017 WL 24618, *9 (9th Cir. Jan. 3, 2017) (rejecting argument
20 that Rule 23 requires proof that absent class members purchased products prior to
21 certification, but recognizing that Rule 23 “specifically contemplates the need for such
22 individualized claim determinations after a finding of liability”).

23 In sum, the proposed Settlement contains no obvious deficiencies.

24 3. The Settlement Falls Within the Range of Possible Approval.

25 In determining whether a settlement agreement is fair, adequate, and reasonable
26 to all concerned, the Court may consider some or all of the following factors: (a) the
27 strength of the plaintiff’s case; (b) the risk, expense, complexity, and likely duration of
28 further litigation; (c) the risk of maintaining class action status throughout the trial; (d)

1 the amount offered in settlement; (e) the extent of discovery completed, and the stage of
2 the proceedings; (f) the experience and views of counsel; (g) the presence of a
3 governmental participant; and (h) the reaction of class members to the settlement. See,
4 e.g., Churchill Village, L.L.C. v. General Electric, 361 F.3d 566, 575 (9th Cir. 2004).

5 Here, these factors weigh in favor of preliminary approval.

6 *First*, when evaluating the strength of a plaintiff's case, a court should assess the
7 plaintiff's likelihood of success on the merits and the range of possible recovery. See
8 Rodriguez v. West Publishing Corp., 563 F.3d 948, 964-965 (9th Cir. 2009). The Court
9 is not required to "reach any ultimate conclusions on the contested issues of fact and law
10 which underlie the merits of the dispute, for it is the very uncertainty of the outcome in
11 litigation and avoidance of wasteful and expensive litigation that induce consensual
12 settlements." Officers for Justice v. Civil Service Com'n of City and County of S.F., 688
13 F.2d 615, 625 (9th Cir. 1982). While Plaintiff believes in the strength of her case,
14 Defendant has raised several potentially dispositive legal and factual defenses as briefed
15 at length in Defendant's Motion to Dismiss. Further, as noted above, at least one court
16 has already determined that federal law preempts a party from requesting changes to
17 Quorn's packaging. See Cardinale, 2011 WL 2418628, at *1. Moreover, as discussed
18 in the previous section, the monetary remedies available under the law even if Plaintiff
19 prevailed are likely less than the full refunds available under the proposed Settlement.
20 [See, supra, § V (B)(2).] Thus, this factor weights in favor of approving the Settlement.

21 *Second*, the risk, expense, complexity and likely duration of further litigation all
22 weigh in favor of approving the proposed Settlement. Generally, "unless the settlement
23 is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive
24 litigation with uncertain results." National Rural Telecommunications Cooperative v.
25 DIRECTV, Inc., 221 F.R.D. 523, 526 (C.D. Cal. 2004). In fact, settlements are
26 encouraged in class actions where possible. See Van Bronkhorst v. Safeco Corp., 529
27 F.2d 943, 950 (9th Cir. 1976) ("It hardly seems necessary to point out that there is an
28 overriding public interest in settling and quieting litigation. This is particularly true in

1 class action suits which are now an ever increasing burden to so many federal courts and
2 which present serious problems of management and expense.”). In the present case, as
3 noted above, Plaintiff and the Class risk losing on liability or recovering less in damages
4 than the monetary remedies available in the proposed Settlement. [See, *supra*, § V
5 (B)(2).] This case settled at the pleading stage before the Court ruled on Defendant’s
6 Motion to Dismiss. Thus, not only is there a risk this case may not survive past the
7 pleading stage, there is significant uncertainty as to whether this case would be certified
8 as a class action and survive summary judgment. [Frank Decl., ¶ 25(a), (c).] Plaintiff
9 and the Class would face years of litigation against highly experienced defense counsel.
10 [Id., ¶ 23(a).] And, the expert and case-related costs alone in this type of class action
11 would likely fall between \$500,000 to \$1,000,000 based on Plaintiff’s counsel’s
12 experience in a similar fraudulent non-disclosure class action. [Id., ¶ 23(b).] In sum,
13 this second factor weighs heavily in favor of preliminary approval.

14 *Third*, the risk of maintaining class action status through trial weighs in favor of
15 approving the Settlement. For example, Quorn does not maintain records of who
16 purchased its products, so Class Members will need to “self-identify” to prove they are
17 members of the Class. [Frank Decl., ¶ 25(c), Exh. 1 at 39:20-23.] Some circuits have
18 held that a class action cannot be certified in such circumstances because it is not
19 “administratively feasible” to identify which class members purchased the products
20 without conducting mini-trials. See, e.g., *Carrera v. Bayer Corp.*, 727 F.3d 300, 308-12
21 (3d Cir 2013) (rejecting argument that class members can “self-identify” through
22 affidavits alone). Other circuits, including a recent decision from the Ninth Circuit,
23 reject this approach and hold that “administrative feasibility” is not a prerequisite to class
24 certification. *Briseno*, -- F.3d. -- 2017 WL 24618, at *4-5. This split amongst the
25 Circuits will likely need to be resolved by the U.S. Supreme Court. *Id.* (discussing split
26 amongst the Circuits). This presents the type of risk of decertification that weighs in
27 favor of settlement approval (assuming Plaintiff was able to obtain certification in the
28 first instance). See, e.g., *In re Toys R Us-Delaware, Inc.--Fair & Accurate Credit*

1 Transactions Act (FACTA) Litig., 295 F.R.D. 438, 452 (C.D. Cal. 2014) (“Avoiding the
2 risk of decertification, especially where there are doubts concerning the viability of the
3 class, favors approval of the settlement.”); McKenzie v. Federal Exp. Corp., 2012 WL
4 2930201, *4 (C.D. Cal. July 2, 2012) (“[S]ettlement avoids all possible risk [of
5 decertification]. This factor therefore weighs in favor of final approval of the
6 settlement”)

7 *Fourth*, a comparison of (i) the settlement recovery, against (ii) the estimated
8 value of the class claims if successfully litigated overwhelmingly weighs in favor of
9 preliminary approval. As discussed in the previous section, the full refund remedies
10 available in this proposed Settlement are likely greater than what could be obtained at
11 trial. [See, supra, § V (B)(2).]

12 *Fifth*, the extent of discovery and the stage of the proceedings are also factors that
13 weigh in favor of approval. As a pre-condition to this Settlement, Plaintiff and her
14 counsel insisted on confirmatory discovery regarding factual issues important to evaluate
15 the case and the proposed Settlement. [Frank Decl., ¶ 17.] This included document
16 production and analysis, as well as a Rule 30(b)(6) deposition of Quorn. [Id.] “In the
17 context of class action settlements, formal discovery is not a necessary ticket to the
18 bargaining table where the parties have sufficient information to make an informed
19 decision about settlement.” In re Mego Fin. Corp. Sec. Litig., 213 F.3d 454, 459 (9th
20 Cir. 2000) (quoting Linney, 151 F.3d at 1239). Such is the case here.

21 *Sixth*, the experience and views of Plaintiff’s counsel favor approval of the
22 settlement. Plaintiff’s counsel is highly experienced in class action litigation, especially
23 the type of false advertising claims at issue in this case. [Frank Decl., ¶¶ 2-7; Yuhl Decl.,
24 ¶ 2-7.] Plaintiff’s Counsel have prosecuted and defended numerous class actions for
25 both plaintiffs and defendants, so they are aware of the defenses and risks at issue in this
26 litigation. [Id.] Plaintiff’s counsel believes the settlement is fair and reasonable and an
27 excellent result for Plaintiff and the Class. [Frank Decl., ¶¶ 22-25; Yuhl Decl., ¶ 10.]
28 As the Ninth Circuit observed, “[p]arties represented by competent counsel are better

1 positioned than courts to produce a settlement that fairly reflects each party's expected
2 outcome in litigation." In re Pacific Enterprises Securities Litigation, 47 F.3d 373, 378
3 (9th Cir. 1995). For this reason, courts find "[t]he recommendations of plaintiffs'
4 counsel should be given a presumption of reasonableness." In re Toys R Us-Delaware,
5 295 F.R.D. at 455 (quoting Boyd v. Bechtel Corp., 485 F.Supp. 610, 622 (N.D. Cal.
6 1979).)

7 *Seventh*, the presence of a governmental participant factor "does not apply
8 because no government entity participated in the case" and "is therefore neutral." In re
9 Toys R Us-Delaware, 295 F.R.D. at 455.

10 *Eighth*, because we are at the preliminary approval stage, the "presence of
11 objectors" factor is not applicable at this time.

12 Accordingly, the Churchill factors demonstrate the proposed Settlement is well
13 within the range of possible approval.

14 **4. The Proposed Settlement Treats All Class Members Fairly and**
15 **Does Not Provide Preferential Treatment.**

16 Finally, the proposed Settlement treats all Class Members fairly and does not offer
17 preferential treatment to Plaintiff or segments of the Class. All Class Members,
18 including Plaintiff, are entitled to the same remedies, *i.e.*, a full refund if they have an
19 itemized receipt demonstrating they purchased a Quorn Product or the alternative "\$5
20 Per Month" remedy if they simply provide a credit or debit card statement (or non-
21 itemized receipt) showing they made purchases at a store that sold Quorn Products
22 during the Class Period. [Settlement, § I (26); § III (A) (1), (2).] While Plaintiff will be
23 seeking a \$5,000 incentive award, the Ninth Circuit has recognized that incentive awards
24 are permissible and do not render a settlement unfair or unreasonable. See Stanton v.
25 Boeing Co., 327 F.3d 938, 977 (9th Cir. 2003); Rodriguez, 563 F.3d at 958–59.
26 Accordingly, this final factor weighs in favor of granting preliminary approval of the
27 proposed Settlement.
28

C. The Notice Plan Should Be Approved.

For 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). Quorn does not have any records identifying customers who purchased Quorn Products, as is typical in food product case. [Frank Decl., ¶ 25(c), Exh. 1 at 39:20-23.] Consequently, the parties worked with Atticus to develop the best practicable notice plan under the circumstances. Atticus recommended an internet notice campaign targeted at Quorn’s specific customer demographic that is expected to reach approximately 75% of all Class Members. [Longley Decl., ¶¶ 7-9.] This satisfies the major checkpoint for a sufficient notice plan provided in the Federal Judicial Center’s “Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide” which encourages plans that will reach 75% of the proposed Class. [Id., Exh. 2.]

The Long Form Notice (attached as Exhibit B hereto) complies with the content requirements of Rule 23(c)(2)(B). It clearly and concisely states (i) the nature of the action; (ii) the definition of the Class; (iii) the Class claims; (iv) how a Class Member may enter an appearance through an attorney if the member so desires; (v) how the Court will exclude from the Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

Accordingly, the Notice Plan should be approved.

VI. PROPOSED TIMELINES FOR NOTICE, OBJECTIONS AND FINAL APPROVAL

Pursuant to the Settlement, Plaintiff proposes the following dates and deadlines:

<u>Event</u>	<u>Date</u>
Preliminary Approval Hearing and Preliminary Approval Order	February 3, 2017
Publication of Class Notice / Start of Claims Period	February 15, 2017

1	Deadline for Application for Attorneys' Fees, Costs and Incentive Awards	March 1, 2017
2	Deadline for Objections	March 15, 2017
3	[Settlement Agreement, § I (28), VII (A).]	(30 days after Publication of Notice)
4	Deadline for Requests for Exclusion	March 15, 2017
5	[Settlement Agreement, § VI (A).]	(30 days after Publication of Notice)
6	Deadline to Submit a Claim	June 1, 2017
7	[Settlement Agreement, § VI (A).]	(105 days after Publication of Notice)
8	Deadline for Claims Administrator Declaration	June 20, 2017
9		(10 days before Deadline for Plaintiff's Motion for Final Approval)
10	Deadline for Plaintiff to Move for Final Approval	June 30, 2017
11	Deadline for Parties to Jointly Submit List of Individuals Who Submitted Requests for Exclusion	July 18, 2017
12	[Settlement Agreement, § VI (C).]	(10 days before Final Approval Hearing)
13	Final Approval Hearing	July 28, 2017
14		

VII. CONCLUSION

Based on the foregoing, Plaintiff requests the Court (1) grant preliminary approval of the Settlement, (2) certify the proposed Class for settlement purposes only, (3) appoint Atticus to serve as the Claims Administrator; (4) direct that notice be published to the Class pursuant to the agreed Notice Plan; and (5) set the deadlines requested in Section VI above.

Dated: January 6, 2017

FRANK SIMS & STOLPER LLP

By: /s/ Jason M. Frank

Jason M. Frank

Attorneys for Plaintiff

Exhibit A

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiff KIMBERLY BIRBROWER (“Plaintiff” or “Class Representative”), on behalf of herself and all others similarly situated and by and through her counsel, and Defendant QUORN FOODS, INC. (“Quorn” or “Defendant”), by and through its counsel, hereby enter into this Settlement Agreement and Release (“Settlement Agreement”), subject to the approval of the Court. The Parties in consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, stipulate and agree as follows:

WHEREAS, on or about January 22, 2016, Plaintiff commenced a putative class action against Quorn by filing a Class Action Complaint (“Complaint”) in the Superior Court of the State of California, for the County of Los Angeles, captioned *Birbrower v. Quorn Foods, Inc.* and bearing case number BC608107 (“State Action”). The Complaint asserts four causes of action for (1) violations of California’s Consumers Legal Remedies Act (“CLRA”) (Cal. Civ. Code § 1750 et seq.); (2) violations of California’s Unfair Business Practices Act (“UCL”) (Cal. Bus. & Prof. Code § 17200 et seq.); (3) violations of California’s False Advertising Law (“FAL”) (Cal. Bus. & Prof. Code § 17500 et seq.); and (4) fraud/fraudulent concealment.

WHEREAS, on February 26, 2016, Quorn timely removed the State Action to the United States District Court for the Central District of California and was assigned Central District Case number 16-cv-01346-DMG-AJW (the “Action” or “Litigation”).

WHEREAS, on March 30, 2016, Plaintiff filed a First Amended Complaint (“FAC”) [Dkt. 9.] The FAC asserts CLRA, UCL, and FAL claims on behalf of a putative class of California citizens who purchased Quorn products up to four years prior to the filing of the State Action, and asserts the fraud/fraudulent concealment claim on behalf of all persons in the United

States who purchased Quorn products up to four years prior to the filing of the State Action.

WHEREAS, on May 20, 2016, Quorn filed a Motion to Dismiss the FAC;

WHEREAS, on July 29, 2016, Plaintiff filed an Opposition to the Motion to Dismiss;

WHEREAS, based on their review of the briefing filed in the Action, the facts and the law pertaining to Plaintiff's claims and Quorn's defenses, and information obtained through the voluntary exchange of relevant information and through confirmatory discovery, Plaintiff and Quorn (the "Parties") recognize that the outcome of the Litigation and the claims asserted in the FAC are uncertain, and that pursuing the Litigation to judgment would entail substantial cost, risk, and delay;

WHEREAS, the parties have explored and discussed at length the factual and legal issues in the Litigation and have participated in mediation with a well-respected mediator and retired federal magistrate, Hon. Edward Infante, concerning the issues raised by Plaintiff in the FAC specifically and in the Litigation generally, and have agreed to a global final settlement of the Action that renders the need for further litigation unnecessary;

WHEREAS, for purposes of this settlement only, the Parties agree to the certification of a Settlement Class ("Class" or "Settlement Class" as defined in Section I (7), below).

WHEREAS, the Parties desire to compromise and settle all issues, claims, and/or facts asserted in the Litigation or that could have been asserted based upon the facts alleged in the Litigation by or on behalf of members of the Class;

WHEREAS, Plaintiff, by and through Class Counsel, has: (a) made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Litigation; (b) engaged in investigation of the claims asserted in the Litigation, including extensive confirmatory discovery requested by Plaintiff and provided by Quorn in connection

with the Settlement and prior to execution of this Agreement, and (c) evaluated and considered the law applicable to the claims asserted in the Litigation, including the defenses that Quorn likely would assert;

WHEREAS, Quorn does not believe Plaintiff's claims are meritorious and has denied and continues to deny any and all allegations and claims made by Plaintiff in the FAC and the Litigation, and has denied and continues to deny that it is legally responsible or liable to Plaintiff or any member of the Class for any of the matters asserted in this Litigation, but has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all pending and potential claims of Plaintiff and all members of the Class relating to claims which were or could have been asserted by Plaintiff and the Class in this Litigation relating to the alleged practices, marketing representations, and claimed omissions at issue;

WHEREAS, Plaintiff's counsel are experienced in this type of class litigation, recognize the costs and risks of prosecution of this Litigation, and believe that it is in Plaintiff's interest, and the interest of all Class Members, to resolve this Action, and any and all claims against Quorn arising from the conduct alleged in the Action, and in this Settlement Agreement;

WHEREAS, the Parties agree that the proposed settlement is fair, adequate, and reasonable;

WHEREAS, significant arm's-length settlement negotiations have taken place between the Parties and, as a result, this Settlement Agreement has been reached without collusion, subject to the Court approval process set forth herein;

WHEREAS, the undersigned Parties believe that this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of

Class Members; and

WHEREAS, this Settlement Agreement is made and entered into by and between Plaintiff, individually and on behalf of the Class, and Quorn;

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1) Action. “Action” shall mean the case captioned *Birbrower v. Quorn Foods, Inc.*, Case No. 16-cv-01346-DMG-AJW, pending in the United States District Court for the Central District of California. The Action may also be referred to in this Settlement Agreement as the “Litigation.”

2) Administration Costs. “Administration Costs” shall mean the cost of providing notice to the Class and any other administrative services charged by the Claims Administrator.

3) Alternative Proof of Purchase. “Alternative Proof of Purchase” means (i) a credit or debit card statement that identifies a purchase or transaction at a retailer where Quorn Products were sold during the month in which a Claimant claims to have purchased Quorn Products; or (ii) a non-itemized receipt from a retailer where Quorn Products were sold during the month in which a Claimant claims to have purchased Quorn Products. For credit and bank card statements, the Class Notice will inform claimants that they may redact certain personally identifiable information, account numbers and/or charges unrelated to the Quorn Products

purchased by the Claimant prior to submitting their Claim, but the Claimant's name as it appears on the credit and bank card statement must be left unredacted. If any such information is not redacted by the Claimant, the Claims Administrator will keep confidential all such information. All credit card and debit card statements will be destroyed by the Claims Administrator after all Claims are paid pursuant to the terms of this Agreement.

4) Claim. "Claim" means a request for Restitution from the Settlement Fund.

5) Claim Period. "Claim Period" is the 105-day period following publication of the Class Notice pursuant to the Notice Procedure during which a Claim may be made.

6) Claimant. "Claimant" shall mean any Class Member who submits a Claim.

7) Claim Form. "Claim Form" shall mean a form, substantially similar to attached Exhibit A, to be used by Class Members to make a Claim.

8) Claims Administrator. "Claims Administrator" shall mean Atticus Administration LLC, a class action settlement administrator that, subject to Court approval, will be retained to administer Claims and effectuate the Notice Procedure.

9) Class. "Class" shall mean all residents of the United States who, during the Class Period, purchased Quorn Products. Excluded from the Class are (1) Quorn, its related entities, parent companies, subsidiaries and affiliates, and their respective officers, directors, and employees; (2) all persons claiming to be subrogated to the rights of Class Members; (3) individuals and/or entities who validly and timely opt-out of the Settlement; (4) individuals who previously have released their claims against Quorn with respect to the issues raised in the Litigation; (4) consumers who assert claims for physical injury arising from their purchase and consumption of Quorn Products; and (5) any judge to whom this matter is assigned, and his or her immediate family (spouse, domestic partner, or children).

10) Class Counsel. “Class Counsel” shall mean Frank Sims & Stolper LLP and Yuhl Carr, LLP.

11) Class Counsels’ Fees and Expenses. “Class Counsels’ Fees and Expenses” shall mean the reasonable attorneys’ fees and expenses of Class Counsel, not to exceed One Million Three-Hundred Fifty Thousand dollars (\$1,350,000.00), that will be paid from the Settlement Fund, subject to approval of the Court.

12) Class Members. “Class Members” and “Settlement Class Members” shall have the same meaning as “Class,” as set forth in Section I, Paragraph 7 above.

13) Class Notice. “Class Notice” shall mean the Court-approved Short Form Notice and/or Long Form Notice substantially similar to Exhibits B and C hereto, mutually prepared and agreed upon by the Parties, informing the Class of, among other things, (i) the preliminary approval of the Settlement; (ii) the scheduling of the Final Approval Hearing; (iii) their opportunity to object to, or exclude themselves from the Settlement; and (iv) their opportunity to submit a Claim.

14) Class Representative. “Class Representative” shall mean plaintiff Kimberly Birbrower.

15) Class Period. “Class Period” means the period of time between January 26, 2012 through December 14, 2016.

16) Court. “Court” shall mean the United States District Court for the Central District of California, the Honorable Dolly Gee, or her duly appointed successor.

17) Defendant’s Counsel. “Defendant’s Counsel” shall mean Lewis Brisbois Bisgaard & Smith LLP.

18) Effective Date of Class Settlement. “Effective Date of Class Settlement” shall

mean the date following the entry of the Final Approval Order with respect to the class benefits under the Settlement Agreement, or if there are any objections, then the Effective Date for Class Settlement shall be the date on which the time for any appeal expires, or the date on which all appeals from the Final Approval Order are finally decided or terminated, whichever date is later. If the Final Approval Order on Fees is entered separately or at a later date, this shall not impact the Effective Date of Class Settlement, but any obligation to pay Court-approved Class Counsels' Fees and Expenses shall arise only after the Effective Date of Fees Settlement.

19) Effective Date of Fees Settlement. "Effective Date of Fees Settlement" shall mean the date following the entry of the Final Approval Order on Fees, unless there are any objections to any portion of the Final Approval Order, in which case the Effective Date of Fees Settlement shall be the date on which the time for any appeal expires, or the date on which all appeals from such order are finally decided or terminated, whichever date is later.

20) Final Approval Hearing. "Final Approval Hearing" shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and/or Final Approval Order on Fees. Subject to Court approval, the parties agree the Final Approval Hearing will be scheduled as soon as practicable after Class Notice is published through the Notice Procedure.

21) Final Approval Order. "Final Approval Order" shall mean the order of the Court that approves this Settlement Agreement and makes such other final rulings as are contemplated by this Settlement Agreement, which may or may not include approving payment of Service Award and Class Counsels' Fees and Expenses.

22) Final Approval Order on Fees. "Final Approval Order on Fees" shall mean any order of the Court awarding Class Counsels' Fees and Expenses (or any amount less than

Class Counsels' Fees and Expenses).

23) Initial Net Settlement Fund. "Initial Net Settlement Fund" means the minimum of One Million Dollars (\$1,000,000) that will remain in the Settlement Fund after payment of the Administration Costs, Class Counsel's Fees and Costs and Service Award approved by the Court prior to any replenishment of the Settlement Fund by Quorn to cover Claims in excess of One Million Dollars (\$1,000,000). In other words, in no event will the combined total of the Administration Costs, Class Counsel's Fees and Costs and Service Award exceed One Million Five-Hundred Thousand Dollars (\$1,500,000).

24) Initial Administration Cost Deposit. "Initial Administration Cost Deposit" shall mean the one hundred thousand dollar payment (\$100,000) to be paid by Quorn to the Claims Administration within seven (7) days of the issuance of any Preliminary Approval Order and to be used by the Claims Administrator for implementing the Notice Procedure. The Initial Administration Cost Deposit is a portion of Settlement Fund owed and not an amount Quorn will pay in addition to the Settlement Fund. Upon payment of the Initial Administration Cost Deposit, the Settlement Fund amount owed by Quorn will be reduced by \$100,000. Any additional costs of the Claims Administrator will be deducted from the Settlement Fund as set forth herein.

25) Litigation. "Litigation" shall mean the Action as defined above.

26) Maximum Restitution Amount for Alternative Proof of Purchase Claims. "Maximum Restitution Amount for Alternative Proof of Purchase Claims" shall mean five dollars (\$5.00) for any month in which a Class Member claims to have purchased Quorn Products by providing an Alternative Proof of Purchase and identifying the month(s) of the purchase on the Claim Form, regardless of the number of Quorn Products purchased during that

month, and subject to a forty dollar (\$40.00) annual cap for each calendar year of the Class Period. In those situations where a Class Member also submits a Proof of Purchase Receipt for a full refund, that full refund amount will not apply to the annual cap or Maximum Restitution Amount for Alternative Proof of Purchase Claims; provided, however, that such Class Members will not be entitled to the alternative five dollars (\$5.00) option for any month in which the Class Member also submits a Proof of Purchase Receipt for a full refund.

27) Notice Procedure. “Notice Procedure” means the process through which the Class Notice will be disseminated. The Notice Procedure shall include the use of both print and digital advertising notifications to the targeted audience of Class Members, and will include digital banner advertisements, social media, paid search engine optimization, claims enhancements, targeted print advertisements and a national press release.

28) Objection Date. “Objection Date” shall mean thirty (30) days from the date Class Notice is published through the Notice Procedure, or a date otherwise ordered by the Court, for members of the Class to object to the Settlement Agreement’s terms or Class Counsels’ Fees and Expenses, and to submit any required statements, proof, or other materials and/or argument.

29) Parties. “Parties” shall mean the Plaintiff and Defendant.

30) Plaintiff. “Plaintiff” shall mean the Class Representative as defined above.

31) Preliminary Approval Order. “Preliminary Approval Order” shall mean the order of the Court preliminarily approving this Settlement Agreement.

32) Proof of Purchase Receipt. “Proof of Purchase Receipt” means a store receipt that specifically identifies the purchase of a Quorn Product, the date of purchase, and the actual amount paid.

33) Quorn. “Quorn” means Quorn Foods, Inc., the Defendant in the Litigation.

34) Quorn Products. “Quorn Products” means any or all of the following Quorn Grounds (12x340g USA), Quorn Patties (12x300g USA), Quorn Nuggets (12x300g USA), Quorn Garlic & Herb Cutlets (12x200g USA), Quorn Gruyere Cheese Cutlet (10x220g USA), Quorn Tenders (12x340g USA), Quorn Chs Cran Escalope (10x240g USA), Quorn Classic Burger (12x240g USA), Quorn Cutlets (12x276g USA), Quorn Balls USA (12x300g), Quorn Roast (12x454g USA), Quorn Turkey Burger (12x280g USA), Quorn Cheese Burger (12x240g USA), Quorn Chik'n Style Patties (12x900g USA), Quorn Vegan Burger (12x240g USA), Quorn Roast (12x454g USA), Quorn Chikn Salsa Burr (12x60z (173g) USA), Quorn Chip Chikn Burr (12x60z (173g) USA), Quorn Spag & Balls (12x9oz (254g) USA), Quorn Chilli (12x9oz (254g) USA), Quorn Kung Pao (12x9oz (254g) USA), Quorn Patties (12x300g USA Promo), Quorn Nuggets (12x300g USA Promo), Quorn Classic Burger (12x240g USA), Quorn Cheese Burger (12x240g USA), Quorn Turkey Burger (12x280g USA), Quorn Chikn Salsa Burr (12x60z (173g) USA), Quorn Chip Chikn Burr (12x60z (173g) USA), Quorn Classic Burger (12x240g USA Pro), Quorn Turkey Burger (12x280g USA Pro), Quorn Cutlets (12x276g USA Pro), Quorn Balls USA (12x300g Non AYE), Quorn Classic Burger (12x240g USA AYEFree), Quorn Jalapeno Popper Cutlet (10x240g USA), Quorn Italian Chk Wings/Bites (12x300g USA), Quorn Buffalo Chk Wings/Bites (12x300g USA), Quorn Tenders (12x340g USA AYE Free), Quorn Sausage Links (12x228g USA), Quorn Sausage Patty (12x222g), Quorn Nuggets (12x300g USA), Quorn Cutlets (12x276g USA), Quorn Patties (12x300g USA), Quorn Holiday Roast Pack (6x1.1Kg USA), Quorn Gourmet Burger (12x320g USA), Quorn Quarter Pound Burger (12x227g USA), Quorn Gruyere Cheese Cutlet (10x220g USA), Quorn Nuggets (12x360g USA (20% free)), Quorn Nuggets (12x907 USA Club), Quorn Patties (12x300g USA Whey Recipe),

Quorn Nuggets (12x300g USA Whey Recipe), Quorn Roast (12x454g USA Egg Reduced), Quorn Nuggets (8x300g USA), Quorn Patties (8x300g USA), Quorn Cutlets (8x276g USA), Quorn Gourmet Burger (8x320g USA), Quorn Bacon Style Strips (12x150g USA), Quorn Vegan Cutlet (12x252g USA), Quorn Nuggets (12x360g USA (20% free)), Quorn Nuggets (8x360g USA (20% free)), Quorn Patties (8x300g USA), Quorn Grounds (4x2.268Kg USA), Quorn Tenders (4x2.268Kg USA), Quorn Vegan Hot&Spicy Patties (12x264g USA), Quorn Vegan Breaded Cutlet (8x200g USA), Quorn Vegan Tenders (12x300g USA), Quorn Fajita Strips (USA 12x300g), Quorn Beef Strips (USA 12x300g), Quorn Pesto & Mozz Cutlet (10x240g USA), Quorn Nuggets (32oz 12x907 USA Club), QuornSS Gourmet Pub Cheeseburger (12x167g), Quorn Nuggets (5x360g USA), Quorn Nuggets (1x13607g (30lb) USA), Quorn Chick Patties (12x900g (31.8oz) USA), Quorn Roast (10x454g USA), Quorn burger in bun (8x167g USA).

35) Released Claims. “Released Claims” refers to the claims released by this Settlement Agreement, as set forth in Section VIII and its related subsections, and includes, without limitation, (i) the causes of action asserted in the First Amended Complaint in the Litigation; and (ii) any similar, comparable or equivalent common law or statutory causes of action under the laws of the United States of America or any of its fifty (50) states for which Plaintiff or any Class Member could assert a claim based of the facts, allegations, claims, and circumstances alleged in Plaintiff’s First Amended Complaint, not including claims for personal injuries.

36) Released Parties. “Released Parties” shall mean Quorn, its parent, subsidiary, and related entities, every person or entity involved in the manufacturing, development, supply, advertising, and distribution of Quorn Products, and the foregoing entities’ past and present officers, directors, shareholders, predecessors in interest, successors in interest, and employees.

37) Request for Exclusion. “Request for Exclusion” shall mean a request by any Class Member for exclusion from the Settlement, or to “opt-out” of the Settlement.

38) Restitution. “Restitution” is payment from the Settlement Fund for a Claim.

39) Service Award. “Service Award” shall mean the amount to be paid to the Class Representative to compensate her for her time and efforts on behalf of the Class, subject to approval of the Court, and which shall not exceed five thousand dollars (\$5,000).

40) Settlement. “Settlement” and “Settlement Agreement” shall mean the agreement by the Parties to resolve this Litigation, the terms of which have been memorialized herein.

41) Settlement Fund. “Settlement Fund” means the non-reversionary cash sum of \$2,500,000 that will be paid by Quorn and that will be used to pay for Claims, Class Counsel’s Fees and Expenses, Administrative Costs, the Service Award and any and all other “all-in” costs associated with the Settlement. Quorn will replenish the Settlement Fund if the Initial Net Settlement Fund is not enough to pay all Claims. The additional funds Quorn will pay over and above the Initial Net Settlement Fund payment amount will be in an amount sufficient to cover all Claims.

II. REQUIRED EVENTS

Promptly after execution of this Settlement Agreement by all Parties:

A. Class Counsel and Defendant’s Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order and obtain entry of the Final Approval Order. Class Counsel, with Quorn’s pre-filing review and approval, shall prepare and file all documents in connection with the Motion for Preliminary Approval and the Motion for Final Approval.

B. In the event that the Court fails to issue the Preliminary Approval Order, or fails to issue the Final Approval Order, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, the Settlement Agreement is voidable with each party returning to their respective pre-settlement posture and without prejudice or waiver to any party's pre-settlement position on any legal or factual issue.

C. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

D. Upon Entry of the Final Approval Order, this Action shall be dismissed, on its merits and with prejudice, subject to the continuing jurisdiction of the Court. The Final Approval Order also will enjoin the prosecution of any litigation or class action related to the Released Claims and Released Parties on behalf of any Class Member.

III. SETTLEMENT TERMS

A. Establishment of Settlement Fund: Quorn will establish the Settlement Fund on the Effective Date of Class Settlement. Claims will be paid from the Settlement Fund subject to the following:

1. To obtain Restitution, Class Members must submit a Claim Form and a Proof of Purchase Receipt, or Alternative Proof of Purchase to the Claims

Administrator during the Claim Period. A Claim submitted under penalty of perjury with all required documentation is presumed to be valid unless there is evidence to suggest that the Claim is not eligible for Restitution or the Claim is, or reasonably appears to be, fraudulent to be determined by the Claims Administrator.

2. The amount of restitution to a Class Member submitting valid claims shall be equal to (a) the actual amount(s) paid by a Class Member for all purchases of a Quorn Product where the Class Member provides a Proof of Purchase Receipt; plus (b) five (\$5) for each purchase of a Quorn Product where the Class Member provides an Alternative Proof of Purchase, subject to the Maximum Restitution Amount for Alternative Proof of Purchase Claims.

3. Any unclaimed amounts in the Initial Net Settlement Fund at the end of Claim Period will not revert to Quorn and instead will be distributed, subject to Court approval, to the Parties' mutually-agreed *cy pres* recipient FARE (Food Allergy Research Education) (www.foodallergy.org), a 501(c)(3) organization that works on behalf of the 15 million Americans with food allergies, including all those at risk for life-threatening anaphylaxis. If for any reason the Court does not approve FARE as the *cy pres* recipient, any such decision by the Court shall not affect the enforceability of the Settlement because the Parties agree that the residual funds shall be distributed in a manner approved by the Court. If the Claims exceed the amount in the Initial Net Settlement Fund, then Quorn

will be required to replenish the Settlement Fund to pay for any and all Claims above the Initial Net Settlement Fund amount, but there will not be any residual to distribute to *cy pres* recipients.

B. Modification of Product Labeling and Promotional Materials: Quorn will (1) modify the current back or side labels (as applicable) on Quorn Products and statements on its website to remove references to “mushrooms, truffles and morels” as types of “fungi” and (2) state in the allergy warning on the Quorn Product labels that mycoprotein is a “mold (member of the fungi family)” in a prominent location at or near the top of the back and/or side of the product label (as applicable), as more specifically detailed herein. Specifically, subject to a twelve (12) month phase in period that commences with the Effective Date of Class Settlement, Quorn will modify the current back label and/or side label (as applicable) on Quorn Products as follows:.

1. Change to Product Description: The product description on the back-label or side-label (as applicable) for Quorn Products will be changed as follows:

- i. Current Label Statement #1: “Quorn [Product Name] are made with mycoprotein (‘myco’ is Greek for ‘fungi’) and are completely meatless and soy-free. There are believed to be over 600,000 varieties of fungi in the world, many of which are among the most sought after foods like varieties of mushroom, truffles, and morels. For more information on nutritious mycoprotein check out our website above.”
- ii. Modified Label Statement #1: “Quorn [Product Name] are made with mycoprotein (‘myco’ is Greek for ‘fungi’) and are completely meatless and soy-free. For more information on nutritious mycoprotein check out

our website above.”

2. Change to Location and Language of Allergy Warning: The “Allergic Consumers” section on the back label and/or side label of Quorn Products will be moved from its current location and will be prominently placed at or near the top of the back and/or side label (as applicable) and the statements in the “Allergic Consumers” section will be modified as follows:

- i. Current “Allergic Consumers” Statement: “There have been rare cases of allergic reactions to products that contain mycoprotein, a member of the fungi/mold family. Mycoprotein is high in protein and fiber which may cause intolerance in some people. [¶] We do not use any ingredients derived from genetically modified sources in this product.”
- ii. Modified “Allergic Consumers” Statement: “There have been rare cases of allergic reactions to products that contain mycoprotein, a mold (member of the fungi family). Mycoprotein is high in protein and fiber which may cause intolerance in some people. [¶] We do not use any ingredients derived from genetically modified sources in this product.”

3. Changes to Quorn Website: The changes to the Product Description and the allergy statements in Section III(B)(1) and III(B)(2) also apply to the Quorn website, which contains similar references to “mushrooms, truffles and morels” as types of “fungi” and allergy information in the “Intolerance and Allergy Advice” section. Quorn agrees the statement “There are believed to be over 600,000 varieties of fungi in the world, many of which are among the most sought after foods like varieties of mushroom, truffles, and morels” or its functional equivalent

will not be used in any future label of Quorn Products or promotional material that describes Quorn Products.

4. No Requirement to Withdraw Current Products. These label changes will only be required to be made to new Quorn Products manufactured after the Effective Date of Class Settlement and imposes no obligation on Quorn to withdraw Quorn Products from retailers.

5. Court Enforcement. The Court will retain jurisdiction to enforce compliance with the provisions in this Agreement, including but not limited to the required modifications to Quorn's product labeling and promotional materials.

IV. NOTICE AND RELATED PROVISIONS

A. Notice: Class Notice will be provided via the Notice Procedure by the Claims Administrator.

B. Notice to Governmental Entities: The Claims Administrator will provide notice of this Settlement Agreement and provide copies of other documents to governmental entities or agencies as required by the Class Action Fairness Act ("CAFA") or any other law.

C. Costs for the Notice Procedure, sending required notices to governmental entities, maintaining an "800" call in number that provides pre-recorded answers to commonly asked claims or settlement questions, and all Claims Administrator costs will be paid from the Settlement Fund. The combined total costs of the Claims Administrator and for the Notice Procedure will not exceed \$150,000. This total includes the Initial Administration Cost Deposit.

D. The Claims Administrator will maintain a settlement website from the date the Class Notice is first published. This website will be maintained until the Effective Date of the Settlement and will: (1) allow for online submission of Claims during the Claim Period; (2)

provide instructions on how to file an online or paper Claim during the Claim Period; (3) provide instructions on how to contact Class Counsel for assistance; (4) contain a copy of the Class Notice, Claim Form, and the Settlement Agreement; and (5) contain other information Quorn and Class Counsel mutually agree is relevant for dissemination to Class Members regarding the Settlement. The Claims Administrator also will maintain an 800 number providing recorded answers to commonly asked claims or settlement questions.

E. The Parties agree that any publications by Class Counsel (through websites, website postings, chat rooms, media interviews, etc.) or any other communications by the Parties regarding this Settlement will be consistent with the Settlement Agreement, Class Notice, Claim Form, Preliminary Approval Order, Final Approval Order, and any press release that may be mutually prepared and agreed upon by the Parties. Nothing in this paragraph shall limit (1) Class Counsel's ability to communicate with the Class Representative, Class Members (in response to Class Member calls or via emails sent to Class Counsel), or the Court, and (2) Quorn's ability to communicate with its customers on day-to-day issues, distributors, product resellers, or the Court.

V. CLAIMS ADMINISTRATOR

A. Class Counsel and Quorn will jointly retain the Claims Administrator to effectuate the Notice Procedure, establish and maintain a settlement website, and to receive and process Claims.

B. The Claims Administrator will be responsible for implementing and administering Restitution claims by Class Members and other tasks that include, but that are not limited the following:

- (1) Receive and conduct a validation screening of Claims to determine

timeliness of submission, completeness of the Claim, and submission of Proof of Purchase Receipt, or Alternative Proof of Purchase; and

(2) Collect and transmit to Class Counsel and Quorn the names and contact information of Class Members who Request Exclusion or “opt out” of the proposed Settlement or object to the proposed settlement.

C. Any Claimant whose Claim is deemed incomplete (e.g. lacking Required Documentation) will promptly receive from the Claims Administrator by e-mail (or mail, if the Claimant submitted a paper claim) a written explanation stating the reasons, including steps the individual can take to cure the deficiencies. The Claimant receiving such notice will be allowed thirty (30) days to submit materials to cure the deficiencies. Failure to provide the curative information requested by the Claims Administrator will result in a denial of the Claim.

D. The Claims Administrator, on a monthly basis, or such other time as the parties may request, shall provide to Class Counsel and Defendant’s Counsel summary information concerning the number of Claims made, number of Claims returned for incompleteness, and number of Claims pending in claim processing, number of Claims validated, and the total amount of Restitution payments to be made on validated Claims.

E. No later than ten (10) days prior to the date Plaintiff’s Motion for Final Approval is to be filed, the Claims Administrator shall provide Class Counsel with an affidavit or declaration to be filed with the Court along with the papers submitted by Class Counsel in support of the Final Approval Motion, attesting that Notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or those otherwise required by the Court; and summary information concerning the number of Requests for Exclusion and

Objections.

F. All approved Claims will be paid by the Claims Administrator within thirty (30) days after the expiration of the Claim Period or the Effective Date of Class Settlement, whichever is later. Based on the election of the Class Member on the Claim Form, payments for approved Claims will be made either electronically via Automated Clearing House (ACH) or by check. If a Claim is paid by check, check must be cashed within ninety (90) days from the date of issuance, as stated on the face of the check. If the checks remain uncashed or expire, it can be reissued to the claimant upon request. If no request is made for a new check, funds on expired checks will revert back to the Initial Net Settlement Fund and will be used to pay Claims or be paid to *cy pres*.

VI. REQUESTS FOR EXCLUSION BY CLASS MEMBERS

A. Any Class Member may make a Request for Exclusion by mailing or delivering such request in writing to the Claims Administrator at the addresses set forth in the Class Notice. Any Request for Exclusion must be postmarked or delivered not later than thirty (30) days after the publication of the Class Notice or on such other date specified in the Court's Preliminary Approval Order. The Request for Exclusion shall (i) state the Class Member's full name and current address, and (ii) specifically state his or her desire to be excluded from the Settlement and from the Class. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Class Member being bound by the terms of the Settlement.

B. Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

C. The Parties shall jointly report the names of all individuals who have submitted a

Request for Exclusion to the Court no less than ten (10) days prior to the Final Approval Hearing.

VII. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

A. The Parties will request that the Court enter an order requiring any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, to file a written notice of objection via the Court's ECF system by the Objection Date, which the parties propose be set for thirty (30) days from the date of the Class Notice is first published or such date as otherwise ordered by the Court. To state a valid objection to the Settlement, an objecting Class Member must include in their objection: (i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Class, including but not limited to a valid Claim form with a Proof of Purchase Receipt or Alternative Proof of Purchase; (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; and (iv) provide copies of any other documents that the objector wishes to submit in support of his/her position. Subject to approval of the Court, any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or object to any petitions for attorneys' fees, service awards, and reimbursement of reasonable litigation costs and expenses. If the objecting Class Member intends to appear at the Final Approval hearing, he or she must also file with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear") by the Objection and Comment Date. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Class Member (or his/her counsel) will present to the Court in connection with the Final Approval Hearing. Any Class

Member who does not provide a Notice of Intention to Appear in complete accordance with specifications set forth in the Class Notice, subject to approval by the Court, may be deemed to have waived any objections to the Settlement and may be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

B. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Class Members. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to file such notice of objection or request to be heard with the Court via the Court's ECF system, and to serve on the Claims Administrator by mail or hand delivery any such notice of objection or request to be heard, at the addresses set forth in the Class Notice, by no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Court, along with the required information and documentation set forth above, or to serve them as provided above, may not be heard during the Final Approval Hearing, their objections may be waived and their objections may not be considered by the Court, at the Court's discretion.

C. Class Counsel agrees that it will be solely responsible for defending the Court's Final Approval Order or Final Approval Order on Fees in the event of an appeal. Quorn will make a filing or filings that joins Class Counsel's defense of the Final Approval Order and/or Final Approval Order on Fees (or other order approving Class Counsel's Fees and Expenses or the Class Representative's Service Award), or will not oppose such filings by Class Counsel. Any fees and/or costs incurred by Class Counsel in such appeals, including fees and/or costs

incurred to settle any claims by objectors, are the sole responsibility of Class Counsel. Class Counsel may not seek to recover for such fees and/or costs that may be over and above what the Court awards as Class Counsel's Fees and Expenses either from the Settlement Fund or from Quorn.

VIII. MUTUAL RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

A. By this Settlement Agreement and the following Release, Defendant and Released Parties are released from any and all claims or causes of action that were, or could have been, asserted (under the laws of the United States or any of its fifty states, whether in tort, contract, statutory, or otherwise) by the Plaintiff or any Class Members against them in the Litigation regarding the Released Claims. Without assuming that the Release given by this Settlement Agreement is a general release, Plaintiff and Class Members expressly waive and relinquish all such claims or causes of action to the fullest extent permitted by law. Plaintiff and the Class Members recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and accompanying Judgment, Plaintiff and the Class Members fully, finally, and forever settle and release any and all of the Released Claims. The Parties acknowledge that the foregoing waiver and release was bargained for and is a material element of the Settlement Agreement.

B. This Settlement Agreement does not affect the rights of Class Members who timely and properly Request Exclusion from the Settlement Agreement. The Settlement Agreement does not release claims for personal injury, property damage, or claims for subrogation.

C. Upon issuance of the Final Approval Order: (i) the Settlement Agreement shall

be the exclusive remedy for the Released Claims for any and all Class Members, except those who have opted out in accordance with the terms and provisions hereof; (ii) Defendant and Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Litigation except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against Defendant and Released Parties.

IX. ADMINISTRATION, ATTORNEYS' FEES, AND INCENTIVE AWARDS

A. All expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Class Notice, and the cost of distributing and administering the benefits of the Settlement Agreement, shall be paid from the Settlement Fund, subject to the limitations contained herein and approval of the Court. For the purposes of this Settlement Agreement only, Defendant agrees to not oppose Class Counsels' application for attorney's fees and costs up to One Million Three-Hundred Fifty Thousand Dollars (\$1,350,000), and Class Counsel agrees that their application for fees and costs will not exceed One Million Three-Hundred Fifty Thousand Dollars (\$1,350,000). The Claims Administrator will issue a single check payable to Yuhl Carr LLP for Class Counsel's Fees and Expenses as approved by the Court, to be paid from the Settlement Fund, within ten (10) business days after the Effective Date of Fees Settlement provided all required documentation, such as W-9 forms, and payment instructions are timely provided by Class Counsel.

B. Quorn agrees that, subject to Court approval, Class Counsel may apply to the Court for the payment of a Service Award to the Class Representative that does not exceed \$5,000. The Service Award as approved by the Court shall be paid by the Claims Administrator from the Settlement Fund by check to the Class Representative, and delivered to Class Counsel

within ten (10) days after the Effective Date of Class Settlement, provided required documentation such as W-9 forms, timely are provided by the Class Representative.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiff, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiff and constitutes their legal, valid, and binding obligation.

B. Quorn, through its undersigned attorneys, represents, and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Quorn of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Quorn. This Settlement Agreement has been duly and validly executed and delivered by Quorn and constitutes its legal, valid, and binding obligation.

XI. MISCELLANEOUS PROVISIONS

A. This Settlement Agreement is not to be used in evidence (except in connection with obtaining approval of this Settlement Agreement and enforcing its terms) and shall not at any time be construed or deemed to be any admission or concession by Quorn with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. Quorn specifically denies all of the allegations made in connection with the Litigation. Neither this Settlement Agreement nor any class certification pursuant to it shall constitute, in this or in

any other proceeding, an admission by Quorn, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Litigation, or any other litigation, except for the limited purpose of settlement pursuant to this Settlement Agreement. This Settlement Agreement also is made with the Parties' express understanding and agreement that (a) under applicable laws, it is appropriate that a class be certified for settlement purposes only; (b) Quorn contests and denies that any class, including the proposed Settlement Class, is suitable for certification as a class under the law of any jurisdiction, other than solely for the purposes of this Settlement Agreement; and (c) notwithstanding any other provisions of this Settlement Agreement, all actions and proceedings pursuant to it shall be consistent with the foregoing. This provision shall survive the expiration or voiding of the Settlement Agreement.

B. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Final Approval Order is not entered or a Final Approval Order is subsequently reversed by an appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into.

C. The Parties agree that Quorn may withdraw or terminate this Settlement Agreement prior to the Final Approval Hearing if more than 500 Class Members have submitted valid and timely Requests for Exclusion. For purposes of determining whether the conditions for

withdrawal or termination of the Settlement Agreement have occurred, copies of all Requests for Exclusion timely received, together with copies of all written revocations of Requests for Exclusion, shall be delivered to the Defendant's Counsel within three (3) days of receipt by the Claim Administrator, but, in no event, later than ten (10) Court days before the Final Approval Hearing. Moreover, the Claims Administrator will furnish a report concerning Requests for Exclusion to Class Counsel within the same time frame. In the event of a withdrawal from this Settlement Agreement in accordance with the terms of this paragraph, this Settlement Agreement shall become null and void and of no further force and effect.

D. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

E. Capitalized words, terms and phrases are used as defined in §I, above.

F. This Settlement Agreement may not be modified or amended except in writing and signed by all of the Parties.

G. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

H. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his, her, or its own costs of the Litigation.

I. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in any of the

Settlement papers.

J. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the release. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement Agreement, ensuring compliance with the reimbursement and replacements as provided herein, and allowing for discovery related to objectors, if any.

K. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

L. This Settlement Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

M. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement

Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, shall be submitted to the Court for resolution.

N. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this agreement or by order of the Court, the day of the act, or default, from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this agreement, and to modify or supplement any notice contemplated hereunder.

O. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this agreement shall not be deemed a waiver of any provision of this agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

P. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

Jason M. Frank, Esq.
Scott H. Sims, Esq.
Frank Sims & Stolper LLP
19800 MacArthur Blvd, Suite 855

For Quorn:

Eric Y. Kizirian, Esq.
Lewis Brisbois Bisgaard & Smith, LLP
633. W. 5th Street, Suite 4000
Los Angeles, California 90071

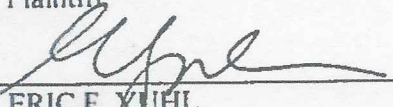
Irvine, CA 92612
(949) 201-2400 (Telephone)
jfrank@lawfss.com
ssims@lawfss.com

(213) 250-1800 (Telephone)
Eric.kizirian@lewisbrisbois.com

Eric F. Yuhl of Yuhl Carr, LLP as co-Class Counsel shall also be sent a copy by electronic mail
at eyuhl@yuhlcarr.com.

IN WITNESS WHEREOF, Plaintiff and Quorn, by and through their respective counsel,
have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 12/16/16 
KIMBERLY BIRBROWER
Plaintiff

Dated: 12/15/16 
ERIC F. YUHL
YUHL CARR, LLP
Attorneys for Plaintiff

Dated: 12-14-16 
JASON M. FRANK
FRANK SIMS STOLPER LLP
Attorneys for Plaintiff

Dated: ~~12/14/16~~
Print: _____
As the Duly Authorized Corporate Representative
of Quorn Foods, Inc.

Dated: _____
ERIC Y. KIZIRIAN
LEWIS BRISBOIS BISGAARD & SMITH LLP
Attorneys for Quorn Foods, Inc.

Irvine, CA 92612
(949) 201-2400 (Telephone)
jfrank@lawfss.com
ssims@lawfss.com

(213) 250-1800 (Telephone)
Eric.kizirian@lewisbrisbois.com

Eric F. Yuhl of Yuhl Carr, LLP as co-Class Counsel shall also be sent a copy by electronic mail at eyuhl@yuhlcarr.com.

IN WITNESS WHEREOF, Plaintiff and Quorn, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____

KIMBERLY BIRBROWER
Plaintiff

Dated: _____

ERIC F. YUHL
YUHL CARR, LLP
Attorneys for Plaintiff

Dated: _____

JASON M. FRANK
FRANK SIMS STOLPER LLP
Attorneys for Plaintiff

Dated: 20-12-16 - _____

Print: [Signature]
As the Duly Authorized Corporate Representative
of Quorn Foods, Inc.

Dated: 12/21/2016 _____

ERIC Y. KIZIRIAN
LEWIS BRISBOIS BISGAARD & SMITH LLP
Attorneys for Quorn Foods, Inc.

Exhibit B

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

**If You Purchased Quorn Products in the United States
At Any Time Between January 26, 2012 through December 14, 2016
You May be Eligible to Receive a Payment from a Class Action Settlement**

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

- A proposed nationwide Settlement has been reached in a class action lawsuit involving Quorn Foods, Inc. (“Quorn”). In the lawsuit, Plaintiff claims Quorn failed to adequately disclose that the “Mycoprotein” used in its products is a mold (member of the fungi family). Plaintiff further claims certain statements on Quorn’s product labels are false and misleading. Quorn denies all wrongdoing and each of Plaintiff’s allegations.
- If the settlement is approved by the Court, YOU may be eligible to participate in the proposed Settlement if you purchased Quorn Products in the United States at any time during the Class Period of **January 26, 2012 through December 14, 2016**.
- The Settlement will provide monetary payments, including **full refunds** for those who qualify. You will need to file a Claim Form to get a payment from the Settlement.
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM BY _____	This is the only way to get a payment.
EXCLUDE YOURSELF BY _____	Get no payment from the Settlement. This is the only option that allows you to retain your rights and not release claims you may have against Quorn relating to the legal claims in this case.
OBJECT BY _____	Write to the Court about why you think the settlement is unfair, inadequate, or unreasonable.
DO NOTHING	Get no payment. Give up your rights to ever sue the Defendant about the legal claims in this case.

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

WHAT THIS NOTICE CONTAINS:

BASIC INFORMATION

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

WHO IS IN THE SETTLEMENT?

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

SETTLEMENT BENEFITS

8. What does the Settlement provide?
9. What can I get from the Settlement?
10. What am I giving up to stay in the Class?

HOW TO GET A PAYMENT

11. How can I get a payment?
12. When will I get my payment?

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?
14. If I exclude myself, can I still get a payment?

OBJECTING TO THE SETTLEMENT

15. How can I tell the Court if I do not like the Settlement?
16. What is the difference between objecting and excluding?

THE LAWYERS REPRESENTING YOU

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

THE COURT'S FAIRNESS HEARING

19. When and where will the Court decide whether to approve the Settlement?
20. Do I have to come to the hearing?
21. May I speak at the hearing?

IF YOU DO NOTHING

22. What happens if I do nothing at all?

GETTING MORE INFORMATION

23. How do I get more information?

BASIC INFORMATION

1. **Why is there a notice?**

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

The Court overseeing this case is the United States District Court for the Central District of California, the Honorable Dolly M. Gee presiding (the “Court”). The case is called *Birbrower et al. v Quorn Foods, Inc.*, Civil Action No. 16-cv-01346-DMG-AJW.

The individual who sued, Kimberly Birbrower, is called the Plaintiff. The company she sued, Quorn Foods, Inc. (“Quorn”), is called the Defendant.

2. **What is this lawsuit about?**

The lawsuit alleges that Quorn failed to adequately disclose that the “Mycoprotein” used in its products is a mold (member of the fungi family).. Plaintiff further alleges the following statement on the labels of Quorn’s products is false and misleading: “*Quorn [products] are made with mycoprotein (“myco” is Greek for “fungi”) and are completely meatless and soy-free. There are believed to be over 600,000 varieties of fungi in the world, many of which are among the most sought after foods like varieties of mushroom, truffles, and morels.*” Plaintiff contends this statement misleadingly suggests that Quorn Products are made from mushrooms, truffles or morels, as opposed to mold. Quorn denies Plaintiff’s allegations and disputes that the quoted language was intended to, or actually does, convey the information Plaintiff suggests.

Quorn denies any and all wrongdoing of any kind whatsoever, and denies any liability to Plaintiff and to the Settlement Class. For a copy of Plaintiff’s First Amended Complaint, please visit the Settlement Website, www.QuornFoodsSettlement.com.

3. **Why is this a class action?**

In a class action, one or more people, called “Class Representative(s),” sue on behalf of people they contend have similar claims. All these people are grouped into a proposed “Class” and are referred to as “Class Members,” except for those who exclude themselves from the Class if the proposed Class is certified. Plaintiff Kimberly Birbrower is the Class Representative in this case. The Court oversees this class action.

4. **Why is there a Settlement?**

The parties participated in a mediation with a well-respected mediator and after fully evaluating Plaintiff’s claims, Defendant’s defenses, and their respective chances of success, determined that a mutually agreeable resolution is in everyone’s best interests. The Class Representative and her attorneys think the Settlement and the benefits it provides is best for everyone who is affected given the risks and costs of further litigation. The Defendant is not admitting it did anything wrong and it likewise wants to avoid the cost of further litigation. The Court has not decided the case in favor of the Plaintiffs or the Defendant. For a full copy of the Settlement, please visit the Settlement Website, www.QuornFoodsSettlement.com.

WHO IS IN THE SETTLEMENT?

5. **How do I know if I am in the Settlement?**

The Settlement Class includes all persons in the United States who purchased Quorn Products in the United States for personal or household consumption (and not for resale) during the time-period **January 26, 2012** through **December 14, 2016** (the “Class Period”).

Excluded from the Settlement Class are:

- (a) Quorn, its related entities, parent companies, subsidiaries, and affiliates, and their respective officers, directors, and employees;
- (b) All persons claiming to be subrogated to the rights of Class Members;
- (c) Individuals and /or entities who validly and timely opt-out of the Settlement;
- (d) Individual who previously have released their claims against Quorn;

- (e) Individuals who assert claims for personal injuries arising from their purchase and consumption of Quorn Products; and
- (f) Any judge to whom this matter is assigned, and his or her immediate family (spouse, domestic partner, or children).

6. Which Products are included in the Settlement?

All Quorn products sold in the United States. For a full list of eligible Quorn Products in the Settlement, please visit the Settlement Website, www.QuornFoodsSettlement.com.

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

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreement, you should visit the Settlement Website, www.QuornFoodsSettlement.com, or call the toll-free number, 1-800-399-9796.

SETTLEMENT BENEFITS

8. What monetary payments does the Settlement provide?

Settlement Class Members who timely submit valid Claim Forms are entitled to receive a cash payment as part of the Settlement.

- a. **If You Have A Receipt That Shows You Purchased A Quorn Product:** Settlement Class Members who have itemized receipts for their purchases of Quorn Products during the Class Period can receive a **full 100% refund** of the actual amount paid for their Quorn Products as reflected on the receipt, with no limit on the total amount of the refunds that may be claimed.
- b. **If You Do Not Have A Receipt:** Settlement Class Members who do not have receipts for their purchases of Quorn products can receive up to **\$200.00** in refunds by submitting a credit or debit card statement, or non-itemized receipt, showing charges at a store where Quorn Products were sold during the Class Period. Under this option, you must submit a Claim Form, identify the months in which you made Quorn Product purchases, and attest under *penalty of perjury* that the information you are providing is true and correct to the best of your knowledge. You will get **\$5.00** for each month in which you submit a credit or debit card statement, or non-itemized receipt, showing you made purchases at a store where Quorn Product were sold, up to a total of **\$40.00** per year for each year of 5-year Class Period, for a total of **\$200.00**.

Based on the total number of Quorn Products sold during the Claims Period and the average sales price of each product, Plaintiff estimates the total amount paid by the Class for Quorn Products during the Class Period may be as high as \$126,000,000.00.

The Settlement also provides that Quorn is separately responsible for the payment of: (a) any Attorneys' Fees and Expenses awarded by the Court to Class Counsel for its work in this matter; (b) any Incentive Awards approved by the Court to the Class Representative for her time and effort in this matter; and (c) any administration costs incurred by the Court-appointed Claims Administrator. Please note that Quorn's payment of any Attorneys' Fees, Expenses, Incentive Awards and Administration Costs approved by the Court WILL NOT in any way reduce the refunds or other monetary benefits available to the Class under this Settlement.

9. What non-monetary benefits does the Settlement provide?

As part of the Settlement, Quorn has agreed that the "Allergic Consumers" section on the back label and/or side label of Quorn Products will be moved from its current location and will be prominently placed at or near the top of the back and/or side label (as applicable). The statement in the "Allergic Consumers" section will be modified to state: "There have been rare cases of allergic reactions to products that contain mycoprotein, a mold (member of the fungi family). Mycoprotein is high in protein and fiber which may cause intolerance in some people. [¶] We do not use any ingredients derived from genetically modified sources in this product."

Quorn has also agreed to remove from its product labels, advertising and website the following statement: “*There are believed to be over 600,000 varieties of fungi in the world, many of which are among the most sought after foods like varieties of mushroom, truffles, and morels.*” Quorn has also agreed not to use that statement or its functional equivalent in any future advertising.

The above-described label changes will only be required to be made to Quorn Products manufactured after the Effective Date of this Settlement and imposes no obligation on Quorn to withdraw current Quorn products from retailers.

10. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement, you cannot sue the Defendant, continue to sue, or be part of any other lawsuit against the Defendant about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The Release is described more fully in the Settlement Agreement and describes exactly the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, www.QuornFoodsSettlement.com.

HOW TO GET A PAYMENT

11. How can I get a payment?

To receive a payment from the Settlement, you must complete and submit a timely Claim Form and provide any required supporting documentation. You can complete your Claim Form and submit the required supporting documentation online at the Settlement Website, www.QuornFoodsSettlement.com. The Claim Form can be downloaded from the Settlement Website, as well. You can also request a Claim Form be sent to you by sending a written request to the Settlement Administrator by mail or email, or by calling toll-free.

MAIL: Quorn Foods Settlement
C/O Atticus Administration
P.O. Box 582959
Minneapolis, MN 55458

EMAIL: info@QuornFoodsSettlement.com

PHONE: 1-800-399-9796

If you intend to mail in your Claim, please read the instructions carefully, and make sure to mail it postmarked no later than **[INSERT DATE]** to: Quorn Foods Settlement, Class Administrator Atticus Administration, PO Box 582959, Minneapolis, MN 55458, or submit your Claim Form online at the Settlement Website, www.QuornFoodsSettlement.com, by **[INSERT DATE]**.

If you do not submit a valid Claim Form by the deadline, you will not receive a payment.

12. When will I get my payment?

Payments will be mailed, or made available online to Settlement Class Members who send in valid and timely Claim Forms after the Court grants “final approval” to the Settlement and after any and all appeals are resolved. If the Court approves the Settlement after a hearing on **[INSERT DATE]**, there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from the Settlement, and you want to keep the right to sue or continue to sue the 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 it is sometimes referred to as “opting out” of the Settlement Class.

13. How do I get out of the Settlement?

To exclude yourself (or “Opt-Out”) from the Settlement, you must complete and mail to the Settlement Administrator a written request that includes the following:

- Your name and address;
- The name of the case: *Birbrower v Quorn Foods Inc.*, Case No. 16-cv-01346-DMG-AJW (C.D.CA.);
- A statement that you want to be excluded from this Settlement; and
- Your signature.

You must mail your exclusion request, postmarked no later than **[Insert Date]** to:

Quorn Foods Settlement
C/O Atticus Administration
Attn: Exclusion Requests
PO Box 3999796
Minneapolis, MN 55458

If you don’t include the required information or submit your request for exclusion on time, you will remain a Settlement Class Member and will be bound by the Settlement’s release of claims.

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

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

OBJECTING TO THE SETTLEMENT

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

A Settlement Class Member may object to the Agreement pursuant to Section VII Section A of the Agreement. A Settlement Class Member may object to the Agreement either on his or her own without an attorney, or through an attorney hired at his or her expense. Any objection 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 Quorn Counsel, at the addresses set forth below, no later than **[INSERT DATE]**. Any objection shall contain a caption or title that identifies it as "Objection to Class Settlement in *Birbrower v Quorn Foods, Inc.*, Case No. 16-cv-01346-DMG-AJW (C.D.CA.)."

Any objection must contain information sufficient to identify and contact the objecting Settlement Class Member (and 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.

Any objection must also include documents sufficient to establish the basis for the objector’s standing as a Settlement Class Member, including (i) a completed and signed Claim Form and (ii) a receipt reflecting a purchase of a Quorn Product in the United States during the Class Period or a credit or debit card statement, or non-itemized receipt, indicating that purchases were made from a store selling Quorn Products in the United States during the Class Period.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Class Counsel and Defendant’s Counsel no later than **[INSERT DATE]** at the following addresses:

Court	Class Counsel	Defense Counsel
The United States District Court for the Central District of California The Hon. Dolly M. Gee 350 West 1 st Street Courtroom 8C Los Angeles, CA 90012-4565	Jason M. Frank, Esq. Scott H. Sims, Esq. Frank Sims & Stolper LLP 19800 MacArthur Blvd. Suite 855 Irvine, CA 92612 With an electronic copy to Eric F. Yuhl, Esq. of Yuhl Carr LLP at eyuhl@yuhlcarr.com	Eric Y. Kizirian, Esq. Lewis Brisbois Bisgaard & Smith, LLP 633 West 5 th Street Suite 4000 Los Angeles, CA 90071

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. A person who files an objection can still submit a Claim Form and if his or her objection is overruled, may still receive benefits under the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you. Excluding yourself from the Settlement also means that you cannot submit a Claim and you are not entitled to any of the monetary benefits available under the Settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court has appointed the lawyers and firms listed herein as "Class Counsel," meaning that they were appointed to represent all Settlement Class Members: Jason M. Frank and Scott H. Sims of Frank Sims & Stolper LLP, and Eric F. Yuhl and Colin A. Yuhl of Yuhl Carr, LLP. Class Counsel can be reached at (949) 201-2400.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel intends to file a motion on or before [INSERT DATE] seeking \$1,350,000.00 in Attorneys' Fees and Expenses. Any fees and expenses awarded by the Court will be paid by Defendant from the Settlement. Any Attorneys' Fees and Expenses awarded will not affect the amount paid to the Settlement Class Members. The Court will determine the amount of any fees and expenses to award.

Class Counsel will also request that a \$5,000.00 incentive award be paid by Defendant from the Settlement to the Class Representative, Ms. Birbrower, who helped the lawyers on behalf of the whole Class. The Court will determine the amount of any incentive award. Any incentive award to Plaintiff will not affect the amount paid to Settlement Class Members.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on [INSERT INFORMATION ON FAIRNESS HEARING]

At the Fairness Hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate. The Court will also consider the fee award for Class Counsel and the incentive award amount to be paid to the Class Representative. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you may nevertheless attend the hearing at your own expense. 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 to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear." In your letter, you must include the following:

- Your name, address, and telephone number;
- The name, address, and telephone number of any lawyer(s) who will be appearing on your behalf at the Fairness Hearing;
- The name of the case *Birbrower v Quorn Foods, Inc.*, Case No. 16-cv-01346-DMG-AJW
- Your signature and, if you have one, your lawyer's signature; and
- Any papers, exhibits or other evidence you wish to present to the Court.

Your Notice of Intent to Appear must be filed with the Court no later than [INSERT DATE].

IF YOU DO NOTHING

22. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can review a complete copy of Settlement Agreement and other information at the Settlement Website, www.QuornFoodsSettlement.com. If you have additional questions or want to request a Claim Form, you can visit the Settlement Website, www.QuornFoodsSettlement.com. You can also write to the Settlement Administrator by mail or email, or call toll-free.

MAIL: Quorn Foods Settlement
C/O Atticus Administration
PO Box 399976
Minneapolis, MN 55458

EMAIL: info@QuornFoodsSettlement.com

PHONE: 1-800-399-9796

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

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.

Exhibit C

Quorn™ Foods Settlement CLAIM FORM

CLAIM FORM INSTRUCTIONS

If you believe you are an eligible Quorn Foods Settlement Class Member and you wish to apply for a refund, you must complete and submit a valid Claim Form to the Claims Administrator by **[INSERT DATE]**. You may be eligible to recover monetary benefits under this Settlement if you purchased Quorn food products in the United States during the Class Period of **January 26, 2012 through December 14, 2016**. A list of Quorn Products is provided below:

Quorn Grounds (12x340g USA), Quorn Patties (12x300g USA), Quorn Nuggets (12x300g USA), Quorn Garlic & Herb Cutlets (12x200g USA), Quorn Gruyere Cheese Cutlet (10x220g USA), Quorn Tenders (12x340g USA), Quorn Chs Cran Escalope (10x240g USA), Quorn Classic Burger (12x240g USA), Quorn Cutlets (12x276g USA), Quorn Balls USA (12x300g), Quorn Roast (12x454g USA), Quorn Turkey Burger (12x280g USA), Quorn Cheese Burger (12x240g USA), Quorn Chik'n Style Patties (12x900g USA), Quorn Vegan Burger (12x240g USA), Quorn Roast (12x454g USA), Quorn Chikn Salsa Burr (12x60z (173g) USA), Quorn Chip Chikn Burr (12x60z (173g) USA), Quorn Spag & Balls (12x9oz (254g) USA), Quorn Chilli (12x9oz (254g) USA), Quorn Kung Pao (12x9oz (254g) USA), Quorn Patties (12x300g USA Promo), Quorn Nuggets (12x300g USA Promo), Quorn Classic Burger (12x240g USA), Quorn Cheese Burger (12x240g USA), Quorn Turkey Burger (12x280g USA), Quorn Chikn Salsa Burr (12x60z (173g) USA), Quorn Chip Chikn Burr (12x60z (173g) USA), Quorn Classic Burger (12x240g USA Pro), Quorn Turkey Burger (12x280g USA Pro), Quorn Cutlets (12x276g USA Pro), Quorn Balls USA (12x300g Non AYE), Quorn Classic Burger (12x240g USA AYEFree), Quorn Jalapeno Popper Cutlet (10x240g USA), Quorn Italian Chk Wings/Bites (12x300g USA), Quorn Buffalo Chk Wings/Bites (12x300g USA), Quorn Tenders (12x340g USA AYE Free), Quorn Sausage Links (12x228g USA), Quorn Sausage Patty (12x222g), Quorn Nuggets (12x300g USA), Quorn Cutlets (12x276g USA), Quorn Patties (12x300g USA), Quorn Holiday Roast Pack (6x1.1Kg USA), Quorn Gourmet Burger (12x320g USA), Quorn Quarter Pound Burger (12x227g USA), Quorn Gruyere Cheese Cutlet (10x220g USA), Quorn Nuggets (12x360g USA (20% free)), Quorn Nuggets (12x907 USA Club), Quorn Patties (12x300g USA Whey Recipe), Quorn Nuggets (12x300g USA Whey Recipe), Quorn Roast (12x454g USA Egg Reduced), Quorn Nuggets (8x300g USA), Quorn Patties (8x300g USA), Quorn Cutlets (8x276g USA), Quorn Gourmet Burger (8x320g USA), Quorn Bacon Style Strips (12x150g USA), Quorn Vegan Cutlet (12x252g USA), Quorn Nuggets (12x360g USA (20% free)), Quorn Nuggets (8x360g USA (20% free)), Quorn Patties (8x300g USA), Quorn Grounds (4x2.268Kg USA), Quorn Tenders (4x2.268Kg USA), Quorn Vegan Hot&Spicy Patties (12x264g USA), Quorn Vegan Breaded Cutlet (8x200g USA), Quorn Vegan Tenders (12x300g USA), Quorn Fajita Strips (USA 12x300g), Quorn Beef Strips (USA 12x300g), Quorn Pesto & Mozz Cutlet (10x240g USA), Quorn Nuggets (32oz 12x907 USA Club), QuornSS Gourmet Pub Cheeseburger (12x167g), Quorn Nuggets (5x360g USA), Quorn Nuggets (1x13607g (30lb) USA), Quorn Chick Patties (12x900g (31.8oz) USA), Quorn Roast (10x454g USA), Quorn burger in bun (8x167g USA).

Please read the full Notice of Class Action Settlement for further details, which is available at the Settlement Website www.QuornFoodsSettlement.com.

Claim Forms can be completed and submitted via the Settlement Website at
www.QuornFoodsSettlement.com.

You may also complete the following Claim Form and submit it to the Claims Administrator via Mail or Fax:

MAIL ADDRESS	FAX NUMBER
Quorn Foods Settlement c/o Atticus Administration PO Box 582959 Minneapolis, MN 55458	1 (800) 399-9796

CLAIM FORM SUBMISSION DEADLINE

- All Claim Forms submitted via the Settlement Website or Fax must be on or before **[INSERT DATE]**
- All Claim Forms submitted via Mail must be postmarked no later than **[INSERT DATE]**.

INSTRUCTIONS FOR COMPLETING THE FORM

Please read and follow the Claim Form instructions below and complete the applicable sections.

There can only be one Claim Form submitted per Class Member. Make sure you complete all sections in the Claim Form submitted.

For a Claim Form submission to be processed, you must provide all the required information and documentation as instructed in each Claim Form section. In addition, you must sign and date the Claim Form before submitting it. For Claim Forms submitted via the Settlement Website, you will be asked to provide an electronic signature.

Quorn™ Foods Settlement CLAIM FORM

SECTION A – CLAIMANT INFORMATION

Please complete all the fields in Section A of the Claim Form, providing your Name and current Contact Information.

SECTION B – MONETARY REMEDIES: TYPE 1 AND TYPE 2

Please answer the questions in Section B of the Claim Form depending on the type of monetary remedies you are requesting.

There are two types of monetary remedies a you may be eligible for based upon the type of Proof of Purchase documentation you provide. Per the Settlement Agreement, the monetary remedies available are as follows:

TYPE 1 – ‘PROOF OF PURCHASE RECEIPT’ – FULL REFUND

Proof of Purchase Receipt

A ‘Proof of Purchase Receipt’ is an itemized store receipt that specifically identifies the purchase of a Quorn Product, the date of purchase, and the actual amount paid.

Type 1 Monetary Remedy – Full Refund

If you submit a valid Claim Form with a “Proof of Purchase Receipt,” you will receive a **full refund** equal to the actual amount(s) you paid for all purchases of a Quorn Products during the Class Period (January 26, 2012 through December 14, 2016) that are identified on the Proof of Purchase Receipt(s).

TYPE 2 – ‘ALTERNATIVE PROOF OF PURCHASE’ – MAXIMUM \$5.00 PER MONTH

Alternative Proof of Purchase Documents

If you do not have an itemized receipt, you can still obtain monetary remedies if you submit an “Alternative Proof of Purchase” document. “Alternative Proof of Purchase” means a credit or debit card statement, or a non-itemized receipt, that shows you made purchases at a store where Quorn Products were sold during the month(s) in which you claim to have purchased Quorn Products.

You must submit an Alternative Proof of Purchase document for each month in which you are seeking the “\$5.00 Per Month” remedy.

For credit and bank card statements, you may redact certain information, account numbers and/or charges unrelated to Quorn Products. However, your name and address as it appears on the credit and bank card statement must be left un-redacted. The Claims Administrator will keep all information on your credit card and debit card statements confidential. The statements will be destroyed by the Claims Administrator after all Claims are paid pursuant to the terms of the Settlement.

Type 2 Monetary Remedy - \$5.00 Per Month up to an Annual Cap of \$40.00 for Each Year of 5-Year Class Period

If you submit a valid Claim Form with “Alternative Proof of Purchase” documentation, you will receive **\$5.00** for each month in which you provide an Alternative Proof of Purchase document, *up to* a cap of **\$40.00** per year for each year of the 5-year Class Period (for a maximum possible total of **\$200.00**.)

Quorn™ Foods Settlement CLAIM FORM

SECTION C – ATTESTATION UNDER PENALTY OF PERJURY

YOU MUST verify the information in your Claim Form is true and accurate by signing and date the Attestation under penalty of perjury in Section C. If you have questions about this Claim Form or about the Quorn Foods Settlement in general, please visit the website at www.QuornFoodsSettlement.com. You may also contact the Settlement Administrator via email: info@QuornFoodsSettlement.com or call toll-free at 1 (800) 399-9796.

CLAIM FORM

Must be <u>received online</u> <u>or postmarked if mailed</u> no later than , 2017.	Quorn Foods Settlement www.QuornFoodsSettlement.com 1 (800) 399-9796 Quorn Foods Settlement c/o Atticus Administration PO Box 582959 Minneapolis, MN 55458	All sections of the Claim Form must be completed.
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You can also file a claim via the Settlement Website at www.QuornFoodsSettlement.com.

Quorn™ Foods Settlement CLAIM FORM

SECTION A – CLAIMANT INFORMATION

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

First Name

[illegible]

M.I.

--	--

Last Name

[illegible]

Street Address

[illegible]

City

[illegible]

State

--	--

Zip Code

--	--	--	--	--

Preferred Phone Number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

Email Address

[illegible]

[CONTINUE TO “SECTION B” ON NEXT PAGE]

Quorn™ Foods Settlement CLAIM FORM

SECTION B – REQUEST FOR MONETARY REMEDIES

Please check the type(s) of Monetary Remedy that you are requesting.

- ☐ **FULL REFUND - Proof of Purchase Receipt:** If you have an itemized receipt or receipts showing you purchased Quorn Product(s) in the United States during the Class Period (**January 26, 2012** through **December 14, 2016**), then you will be entitled to a **full refund** of the amount you paid for the Quorn Product(s) as reflected on the receipt(s).

If you are submitting a claim for a **full refund**, then you must answer the following questions:

1. How many receipts are you submitting with this Claim Form?
2. What is total amount of money you paid for Quorn Products as indicated on the receipts? \$

Please remember, you must submit a copy of the itemized receipt(s) with this completed Claim Form to receive a **full refund**. To help process your claims, please circle or highlight the purchases of Quorn Products on your receipt(s).

- ☐ **\$5.00 PER MONTH – Alternative Proof of Purchase:** If you have an Alternative Proof of Purchase document (*i.e.*, a credit or debit card statement, or a non-itemized receipt) showing you made purchases at a store that sold Quorn Products during the Class Period (**January 26, 2012** through **December 14, 2016**), you may obtain **\$5.00 Per Month** for each month in which you provide an Alternative Proof of Purchase document up to a cap of **\$40.00 per year** for each year of five-year class period (for a total of **\$200.00**).

To obtain the “**\$5.00 Per Month**” remedy, you must submit an “Alternative Proof of Purchase” document (*i.e.*, a credit or debit card statement, or a non-itemized receipt) for each Month in which you are seeking the “**\$5.00 Per Month**” remedy.

If you are submitting a claim for the “**\$5.00 Per Month**” remedy, then you must answer the following questions:

1. Number of Alternative Proof of Purchase documents you are submitting with this Claim Form?
2. For each purchase identified above, do you verify, under penalty of perjury, that you actually purchased a Quorn Product at that store during the month and year indicated?

☐ YES ☐ NO

Please remember, you must submit a copy of the Alternative Proof of Purchase document with this completed Claim Form to receive the “**\$5.00 Per Month**” remedy.

To help process your claims, please circle or highlight the transactions on the credit or debit card statement showing you made purchases a store that sells Quorn Products.

[CONTINUE TO “SECTION C” ON NEXT PAGE]

**Quorn™ Foods Settlement
CLAIM FORM**

SECTION C – ATTESTATION UNDER PENALTY OF PERJURY

I declare, under penalty of perjury, the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased Quorn Food Products in the United States during the Class Period of **January 26, 2012** through **December 14, 2016** for personal or household consumption and not for resale. I understand my Claim Form may be subject to audit, verification, and Court review.

Claimant Signature

Date

Print Claimant Name

Please note that you will not be eligible to receive any settlement benefits unless you sign above.

FRANK SIMS & STOLPER LLP
Jason M. Frank (Bar No. 190957)
jfrank@lawfss.com
Scott H. Sims (Bar No. 234148)
ssims@lawfss.com
19800 MacArthur Blvd., Suite 855
Irvine, CA 92612
Telephone: 949.201.2400
Facsimile: 949.201.2405

YUHL CARR LLP
Eric F. Yuhl (Bar No. 102051)
eyuhl@yuhlcarr.com
Colin A. Yuhl (Bar No. 259196)
cayuhl@yuhlcarr.com
4676 Admiralty Way, Suite 550
Marina del Rey, CA 90292
Telephone: 310.827.2800
Facsimile: 310.827.4200

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KIMBERLY BIRBROWER, an
individual,

Plaintiff,

vs.

QUORN FOODS, INC., a Delaware
Corporation and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.:
2:16-cv-01346-DMG-AJW

**DECLARATION OF JASON M.
FRANK IN SUPPORT OF
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: February 3, 2017
Time: 9:30 a.m.
Location: Courtroom 8C

DECLARATION OF JASON M. FRANK

I, Jason M. Frank, declare as follows:

1. I am an attorney at law duly licensed to practice before all the courts of the State of California. I am a partner at Frank Sims & Stolper LLP and represent Plaintiff Kimberly Birbrower (“Plaintiff”) in this action. I submit this declaration in support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement. I am admitted to practice law before this Court and the United States Court of Appeal for the Ninth Circuit, among other courts. I have personal knowledge of the facts set forth below, unless stated on information and belief, and if called as a witness, I would testify competently thereto.

QUALIFICATIONS AS CLASS COUNSEL

2. In May 2016, I, along with my partners Scott Sims, Esq. and Andrew Stolper, Esq. (a former Assistant U.S. Attorney), formed the law firm, Frank Sims & Stolper LLP (“FSS”). FSS is a litigation boutique that specializes in handling complex commercial litigation, consumer class actions and white-collar criminal defense matters.

3. Prior to forming FSS, I was a partner at Eagan Avenatti, LLP (“EA”), a litigation boutique where I specialized in complex commercial litigation and consumer class actions. Prior to joining EA, I was a litigation partner at the Los Angeles office of Paul Hasting Janofsky & Walker, LLP (“Paul Hastings”). At Paul Hastings, I was one of the leaders of the firm’s global class action practice group. I received my J.D. degree from the University of Michigan in 1997, and my B.A. from the University of Michigan in 1994. I have been a member of the editorial board for Lexis/Nexis legal publications since 1999. I have also served as a member of the Board of Governors for the Association of Business Trial Lawyers (“ABTL”), Los Angeles Chapter.

4. My partner, Scott H. Sims, was formerly a partner at EA and an associate at Paul Hastings. Mr. Sims obtained his J.D. degree from Harvard Law School in 2004, and his B.A., summa cum laude, from Southern Methodist University in 2001. Mr. Sims

1 has been repeatedly named a Southern California Rising Star by Super Lawyers
2 Magazine.

3 5. In my practice, I specialize in representing both plaintiffs and defendants in
4 complex litigation and consumer class actions. In my class action defense practice, I
5 represent fortune 500 companies, such as AT&T, and major private corporations, such
6 as L.A. Fitness. In my plaintiff practice, I have obtained verdicts and settlements totaling
7 over \$250,000,000.00 in the last ten years.

8 6. A representative sample of my recent class action matters and consumer
9 fraud cases, as well as Mr. Sims' recent fraud-based matters, include the following:

10 a. **Callaway v. Mercedes Benz USA, LLC.** Mr. Sims and I are lead
11 counsel for Plaintiff Scott Callaway in a fraudulent non-disclosure class action
12 pending before Judge Selna in this District's Santa Ana division. The action relates
13 to Mercedes' alleged non-disclosure of a seat heater defect in certain model year
14 vehicles. Plaintiff's Motion for Class Certification is currently pending.

15 b. **The Eden Memorial Park Cemetery Class Action.** I was one of the
16 lead lawyers representing over 25,000 families in a certified class action against
17 Service Corporation International ("SCI") – the largest owner and operator of
18 cemeteries in the United States. Mr. Sims also represented the class in this matter.
19 The case involved a Jewish cemetery in Los Angeles where employees were
20 ordered to break burial vaults in neighboring graves in order to make new graves
21 fit. The certified claims were based on the theory that SCI had a duty to disclose
22 this practice to families prior to purchase, and its failure to do so constituted fraud
23 and a violation of the Consumer Legal Remedies Act (the "CLRA") and California
24 Business & Professions Code section 17200 et. seq. (the "UCL"). The case was
25 featured on 60 Minutes and CNN. The case settled in the fourth week of a class
26 action jury trial for \$80,500,000.00.

27 c. **The LA Fitness Class Actions.** I served as lead counsel representing
28 LA Fitness in a number of class actions across the county, including a nationwide

1 class action in Pennsylvania. The cases involved various challenges to LA Fitness’
2 membership terms and billing and cancellation practices, including claims for
3 fraud and violation of consumer protection statutes. Based on a favorable ruling
4 we obtained on behalf of LA Fitness, the nationwide class action was named one
5 of the 10 most significant cases of 2012. See
6 www.classactioncountermeasures.com/the-ten-most-significant-cases-of-2012.

7 d. **The Anthony Pellicano Wiretapping Litigation.** I served as lead
8 counsel representing AT&T in a putative class action and 18 individual lawsuits
9 in state and federal court concerning the wiretapping scheme perpetrated by
10 convicted private investigator Anthony Pellicano. Mr. Sims also represented
11 AT&T in this matter. To date, on behalf of AT&T, we have defeated 12 of the
12 individual actions via dispositive motions, and secured favorable settlements in the
13 proposed class action and 5 other individual lawsuits. My firm is currently
14 representing AT&T in the last remaining matter.

15 e. **The GE Healthcare EBT Scanner Litigation.** I served as lead
16 counsel representing GE Healthcare in a number of consumer actions across the
17 country relating to claims that GE Healthcare fraudulently failed to disclose its
18 plans to stop supporting electron beam medical scanning devices. I obtained
19 judgments in GE Healthcare’s favor in all of the cases, including a defense verdict
20 after a three-month jury trial in Santa Barbara, California.

21 f. **The Meridian Funds Litigation.** Mr. Sims represented the trustee
22 of the Meridian Funds and over 600 individual investors in litigation against Moss
23 Adams and The Commerce Bank of Washington concerning a “Ponzi scheme” in
24 Seattle that resulted in over \$150,000,000.00 in investor losses. Mr. Sims’ clients
25 alleged that the auditor (Moss Adams) and the bank (Commerce Bank), among
26 other things, failed to detect and disclose the fraudulent scheme. Both matters
27 were successfully resolved in the clients’ favor.
28

1 7. The partners at FSS have extensive experience in handling class actions and
2 complex litigation, including the false advertising, fraud, CLRA and UCL claims at issue
3 in this lawsuit. FSS, along with our co-counsel Eric F. Yuhl, Esq. and Colin Yuhl, Esq.
4 of Yuhl Carr LLP (“Yuhl Carr”), have been and are committed to vigorously prosecuting
5 these claims on behalf of the proposed Class and have the financial resources and
6 personnel to do so.

7 **THE SETTLEMENT**

8 8. Attached as Exhibit A to the Memorandum in Support of Plaintiff’s Motion
9 for Preliminary Approval is a true and correct copy of the Class Action Settlement and
10 Release between Plaintiff and Defendant Quorn Foods, Inc. (the “Settlement”). The
11 Settlement was reached after extensive and well informed arms-length negotiations
12 between the parties, and with the assistance of a respected mediator (the Hon. Edward
13 Infante), as discussed in more detail below.

14 9. The proposed Settlement Class consists of: “All U.S. consumers who
15 purchased Quorn Products in the U.S. for personal or household consumption (and not
16 for resale) during the Class Period of January 26, 2012 through December 14, 2016.”
17 This is consistent with the class definition in the operative First Amended Complaint in
18 this matter (the “FAC”), but updates the end of the class period to December 14, 2016,
19 which is the date of the Settlement.

20 10. Based on my professional experience and evaluation of this case, the
21 Settlement is not only fair and reasonable, but is an excellent result for the Class. In fact,
22 the Settlement likely provides remedies that are better than what the Class could
23 reasonably expect to obtain at a trial on the merits. The Settlement can be summarized
24 as follows:

25 a. *First*, the Settlement provides Quorn will now uniformly disclose on
26 its packages that its products contain mold in the Allergy Warning, and the Allergy
27 Warning will be prominently placed at or near the top of the back or side-labels of
28 all Quorn Products.

1 b. *Second*, Quorn will no longer represent or imply its products are made
2 of “mushrooms, truffles or morels.”

3 c. *Third*, Quorn will provide a *full refund* to all Class Members who
4 purchased Quorn Products in the U.S. during the Class Period if they have an
5 itemized receipt proving they purchased the product(s). There are no limitations
6 on the aggregate refund amount to the Class, nor are there limitations on the total
7 refund amount for any individual Class Member. So long as they provide itemized
8 receipts showing how much they paid for Quorn Products during the Class Period,
9 the Class Member will receive a full refund for that amount. Based on
10 confirmatory discovery, we estimate the Class paid approximately \$120,000,000
11 for Quorn Products during the Class Period as discussed further below.

12 d. *Fourth*, for those Class Members who do not have itemized receipts,
13 they may receive an alternative remedy of “\$5 Per Month” for each month during
14 the Class Period in which they claim to have purchased Quorn Product(s), up to a
15 cap of \$40 per year for each year of the five-year Class Period, for a maximum
16 possible refund of \$200. To be eligible for this remedy, such Class Members will
17 simply be required to verify under oath they purchased Quorn Products and submit
18 a credit or debit card statement, or a non-itemized receipt, showing they made
19 purchases at a store that sold Quorn Products during the Class Period (“Alternative
20 Proof of Purchase Documents”). For example, if they have a credit card statement
21 showing they made purchases at a Whole Foods or WalMart during the Class
22 Period (two stores that sold Quorn Products), then such Class Members will
23 receive \$5 for each month they claim to have purchased Quorn Products at such
24 stores, up to a cap of \$40 per year for each year of the five-year Class Period, for
25 a maximum possible refund of \$200.

26 e. *Fifth*, while the release includes all claims relating to the allegations
27 in this lawsuit, it does not include any claims for personal injuries for those
28

1 customers who may have suffered adverse reactions from mold allergies after
2 consuming Quorn Products.

3 f. *Sixth*, the Settlement provides that Quorn will *separately* pay for all
4 attorneys' fees and costs, incentive awards and claims administrations costs
5 approved by the Court, and such payments will not in any way reduce the monetary
6 benefits available to the Class.

7 **THE SETTLEMENT NEGOTIATIONS**

8 11. The proposed Settlement is the result of serious, well informed, arms-length
9 and non-collusive negotiations between the parties. I personally participated in all
10 settlement negotiations along with my co-counsel, Eric Yuhl. During these negotiations,
11 Quorn was represented by Eric Kizirian, Esq. of Lewis Brisbois Bisgaard & Smith LLP,
12 a highly-experienced class action defense lawyer.

13 12. On May 20, 2016, Quorn filed a motion to dismiss the FAC arguing, among
14 other things that (a) Plaintiff's claims are preempted by federal food labeling laws; (b)
15 Quorn had no duty to disclose additional information about mycoprotein; (c) the language
16 on its packages is not likely to mislead a reasonable consumer; and (d) Plaintiff lacked
17 standing to pursue claims for injunctive relief. [Dkt. No. 13.]

18 13. On June 7, 2016, the parties participated in a full-day mediation session
19 before former United States Magistrate Judge Edward Infante at JAMS in San Francisco.
20 The parties were unable to reach a resolution at the mediation, but continued their
21 settlement discussions.

22 14. On July 28, 2016, Plaintiff filed her opposition to Defendant's Motion to
23 Dismiss. [Dkt. No. 20.] In her opposition, Plaintiff set forth in detail her legal and factual
24 responses to Defendant's arguments, and the legal support for her positions. After the
25 filing of Plaintiff's Opposition, the parties resumed their settlement discussions.

26 15. On August 31, 2016, after extensive negotiations, the parties notified the
27 Court they had agreed in principle to the major terms of a proposed class action
28 settlement, subject to confirmatory discovery. [Dkt. No. 24.] Over the next few months,

1 Plaintiff's counsel conducted document discovery and took a Rule 30(b)(6) deposition of
 2 Quorn. The parties also continued to negotiate over the terms of the Settlement. The
 3 parties were ultimately able to reach the proposed Settlement of this lawsuit on December
 4 14, 2016.

5 CONFIRMATORY DISCOVERY

6 16. As part of the confirmatory discovery, Plaintiff took the deposition of Sanjay
 7 Panchal, the General Manager of Quorn USA, who was selected by Quorn to serve as its
 8 Rule 30(b)(6) representative. A true and accurate copy of relevant excerpts of Mr.
 9 Panchal's deposition taken on October 19, 2016 are attached as Exhibit 1 to this
 10 declaration. I have also attached as Exhibits 2 through 6 to this declaration relevant
 11 exhibits from Mr. Panchal's deposition.

12 17. During confirmatory discovery, we learned or confirmed the following facts
 13 that are relevant to Plaintiff's Motion for Preliminary Approval, and which greatly
 14 assisted Plaintiff in negotiating the Settlement:

15 a. The packages for all Quorn Products sold throughout the United
 16 States have uniformly contained the same allegedly deceptive language (on the
 17 back or side-labels of the packages) throughout the entire Class Period, *i.e.*, "*There*
 18 *are believed to be over 600,000 varieties of fungi in the world, many of which are*
 19 *among the most sought after foods like varieties of mushroom, truffles, and*
 20 *morels.*" See Exh. 1 at 12:2-13:7, Exhs. 2-5. As part of the proposed Settlement,
 21 Quorn has agreed to no longer include this statement, or its functional equivalent,
 22 on any future product labels or other promotional material manufactured after the
 23 Effective Date of the Settlement.

24 b. Quorn did not include any information that its products contained
 25 mold until 2014, and then only did so in an allergy disclosure near the bottom of
 26 the back or side-label of the packages, in which Quorn stated that "mycoprotein"
 27 is a "member of fungi/mold family." See Exh. 1 at 16:16 – 17:12. As part of the
 28 proposed Settlement, Quorn has agreed that the Allergy Warning will be moved

1 from its current location and will be prominently placed at or near the top of the
2 back and/or side label. Further, Quorn has agreed the Allergy Warning will be
3 modified to state: “There have been rare cases of allergic reactions to products that
4 contain mycoprotein, a mold (member of the fungi family).”

5 c. Quorn sold approximately 5 to 6 Million products per year at the retail
6 level, and 20 to 25 Million products during the last four (4) years. See Exh. 1 at
7 21:7-21. Based on this information, we estimate Quorn sold approximately 25 to
8 30 Million products during the five-year (5-year) Class Period. Id.

9 d. The average retail price for Quorn products during the Class Period
10 ranged from \$4.00 to \$4.75. See Exh. 1 at 33:15-24.

11 e. During the Class Period, a “high loyal” customer purchased
12 approximately \$41 of Quorn products per year. See Exh. 1 at 31:19-20; Exh. 6.
13 The term “high loyal” customer means individuals who purchased Quorn Products
14 at least 70% of the time when they purchased meat alternative products (i.e.,
15 Quorn’s product category). See Exh. 1 at 30:12-21.

16 f. Thus, using an average price of \$4.37 per product that would be 9.4
17 Quorn products purchased per year by “high loyal” customers, or using an average
18 price of \$4.75 that would be 8.6 Quorn products purchased per year by “high loyal”
19 customers.

20 18. Based on the above-information, we conservatively estimate there were at
21 least 687,500 customers who purchased Quorn products during each year of the Class
22 Period. We are arrived at this figure by taking the average number of products sold per
23 year (5,500,000) and dividing it by eight (8) products per year – which would assume that
24 every purchaser is a “high loyal” customer that purchases on average at least eight (8)
25 products per year. It is safe to assume the class size is likely significantly higher because
26 most individuals who purchase Quorn products would not be “high loyal” customers, and
27 thus would purchase less products per year, thereby increasing the total number of
28 customers who purchased Quorn Products each year.

1 19. Based on the above-information, we also estimate the proposed Settlement
2 Class paid over \$120,000,000.00 in the aggregate for Quorn Products during the Class
3 Period. We arrived at this figure by multiplying the average retail price for Quorn
4 Products (between \$4.00 and \$4.75, or \$4.37) by the average number of products sold per
5 year (5,500,000) by 5 years (i.e., the length of the Class Period), which equals
6 \$120,175,000.00. Because each Class Member can obtain full refunds under the
7 proposed Settlement without any caps on the refund amount, this means that the total
8 potential monetary benefits available under the proposed Settlement is greater than
9 \$120,000,000.00.

10 **THE COURT SHOULD GRANT PRELIMINARY APPROVAL**
11 **OF THE SETTLEMENT**

12 20. For the reasons set forth in the Motion for Preliminary Approval, and based
13 on my professional experience, I believe the proposed Settlement Class satisfies the
14 prerequisites for certification under Federal Rules of Civil Procedure Rule 23(a) and
15 23(b)(3), and the Settlement is more than fair, adequate and reasonable.

16 21. With respect to the adequacy prerequisite (Rule 23(a)(4)), I am not aware of
17 any actual or potential conflicts between counsel and any members of the proposed
18 Settlement Class, nor do I believe there are any such conflicts. Further, I am not aware
19 of any conflicts between Plaintiff and any member of the proposed Settlement Class. My
20 firm and co-counsel will continue to vigorously prosecute this action on behalf of
21 Plaintiff and the Class.

22 22. With respect to the proposed Settlement, it is my professional judgment the
23 Settlement provides an excellent result for the Class. In fact, the monetary remedies
24 available under the Settlement are likely better than the Class could reasonably expect to
25 obtain even if it prevailed at trial. For example, based on my experience and review of
26 the current case law, it is highly unlikely for a plaintiff to obtain a full refund in a
27 fraudulent non-disclosure/false advertising case involving food products. This is because
28 the statutory and common law remedies for such claims throughout the United States

1 typically provide that the damage or restitution amount is measured as the difference in
2 value between what the customer paid and what the customer received, or, stated another
3 way, the “premium” the customer paid for the product as a result of the alleged fraud.
4 Most courts have found that food products have some intrinsic value, or, in other words,
5 are not worthless, and therefore a full refund is inappropriate under the typical measure
6 for damages/restitution. Consequently, in this case, Plaintiff and the Class would likely
7 need to prove the market value of Quorn’s products would have been reduced by some
8 percentage or amount if the true facts about Quorn Products were known, and the
9 recoverable damages/restitution available to the Class would be limited to that price
10 reduction.

11 23. In contrast, this Settlement provides *full refunds* to all Class Members who
12 have itemized receipts proving the amount they paid for Quorn Products. And, for those
13 members who do not have itemized receipts, it provides a relatively simple means to
14 obtain an alternative “\$5 Per Month” remedy by providing a credit or debit card statement
15 (or non-itemized receipt) proving the Class Member made purchases at a store that sold
16 Quorn Products during the Class Period. Given that the average price of a Quorn Product
17 is less than \$5.00 (averaging between \$4.00 and \$4.75 during the Class Period), and given
18 that even Quorn’s most loyal customers only purchase on average eight (8) to nine (9)
19 products per year, this alternative remedy will likely provide close to full refunds for
20 most Class Members who elect the alternative remedy.

21 24. It is also my opinion the non-monetary benefits in the proposed Settlement
22 largely achieve the objectives of this lawsuit. The Allergy Warning on all Quorn
23 Products now will be prominently placed at or near the top of the package’s back or side-
24 labels, and will clearly disclose the products contain mold. And, the misleading language
25 implying that Quorn Products are made of “mushrooms, truffles or morels” will no longer
26 appear on any future Quorn packages or advertising. Settlements, by their nature, always
27 involve compromise, but this Settlement is certainly weighted in favor of Plaintiff and
28 the Class.

1 25. The proposed Settlement is also preferable to continued litigation in
2 numerous additional ways.

3 a. *First*, this case is not yet past the pleading stage with a pending
4 motion to dismiss that includes, among other things, preemption arguments that
5 Quorn successfully made to defeat a similar action in Connecticut. While we
6 disagree with those arguments, we must consider the risks of Defendant prevailing
7 on its motion when evaluating whether to settle the case. Likewise, we must also
8 consider the risk that Defendant could later prevail on a motion for summary
9 judgment, or defeat Plaintiff's attempts to certify this case as a class action.
10 Finally, we must consider the years of litigation (against highly experienced
11 defense counsel) that would be required to prevail at trial.

12 b. *Second*, the litigation costs in this case will be expensive, putting
13 aside attorneys' fees. For example, we are currently litigating a fraudulent non-
14 disclosure case in the Central District in which the expert and litigation costs have
15 already exceeded \$700,000.00; and the case has not yet been certified as a class
16 action. Over half of those costs were incurred in connection with conducting the
17 type of consumer surveys and conjoint damage analysis that Plaintiff would need
18 to conduct in this case to prove that Quorn's marketing is *materially* misleading
19 and resulted in an overpayment by the Class. Accordingly, based on my
20 experience and considering that Quorn is based in England, the expert and case-
21 related costs alone in this type of class action would likely fall between \$500,000
22 to \$1,000,000. This factor, by the way, is why I believe a class action is superior
23 to individual actions because an individual's damages from purchasing a Quorn
24 Product (at an average price between \$4.00 and \$4.75) would not justify the
25 significant costs that would need to be incurred to prove that Quorn's current
26 marketing is deceptive.

27 c. *Third*, even if Plaintiff successfully obtained class certification, this
28 particular case would be at risk of decertification based on, for example, the current

1 split between the Circuits as to whether a case can be certified when there are no
2 records or “administratively feasible” means of identifying the customers who
3 purchased the defendant’s products other than an affidavit from the customer. This
4 week the Ninth Circuit ruled that certification would still be appropriate in these
5 circumstances. Briseno v. ConAgra Foods, Inc., -- F.3d. -- 2017 WL 24618, *9
6 (9th Cir. Jan. 3, 2017). However, we cannot safely predict how the U.S. Supreme
7 Court will rule on this issue if it considers it. That is significant, given that Quorn
8 does not maintain records of consumers who purchase its products. See Exh. 1 at
9 39:20-23.

10 26. For all of the foregoing reasons, I believe the proposed Settlement provides
11 an excellent result for the Settlement Class.

12 I declare under penalty of perjury under the laws of the United States of America
13 that the foregoing is true and correct. Executed this 6th day of January 2017, in Irvine,
14 California.

15
16 /s/ Jason M. Frank
JASON M. FRANK

Exhibit 1

1 DEPOSITION OF SANJAY PANCHAL, TAKEN ON BEHALF OF
2 PLAINTIFF, AT 9:35 A.M., WEDNESDAY, OCTOBER 19, 2016, AT
3 633 WEST 5TH STREET, 45TH FLOOR, LOS ANGELES,
4 CALIFORNIA, BEFORE STEFANIE L. OCKER, C.S.R. NO. 10740.

5

6 APPEARANCES OF COUNSEL:

7 FOR PLAINTIFF:

8 FRANK SIMS & STOLPER, L.L.P.
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12

FOR DEFENDANT:

13

14 LEWIS, BRISBOIS, BISGAARD & SMITH, L.L.P.
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20 ERIC.KIZIRIAN@LEWISBRISBOIS.COM

18

19

20

21

22

23

24

25

1 anything in a public record.

2 MR. KIZIRIAN: Right.

3

4 EXAMINATION

5 BY MR. SIMS:

6 Q Sir, are you ready to proceed?

7 A Yep.

8 Q You're here today for a deposition in
9 connection with a proposed class action filed by my
10 client, Kimberly Birbrower, against Quorn Foods.

11 Do you understand that?

12 A Yep.

13 Q And the court reporter has sworn you in here
14 today.

15 You understand that?

16 A Yep.

17 Q So you're testifying under penalty of perjury.

18 A Yep.

19 Q Okay. Can you please state and spell your full
20 name for the record?

21 A Full name, Sanjay Panchal; S-a-n-j-a-y, last
22 name, P-a-n-c-h-a-l.

23 Q And you're employed by Quorn Foods --

24 A Quorn Foods.

25 Q -- is that correct?

1 A Correct.

2 Q Okay. And what is your title at Quorn Foods?

3 A General manager of Quorn USA.

4 Q How long have you been employed by Quorn USA?

5 A Since August 2013, so three, just over three
6 years.

7 Q And have you held that same title during that
8 entire time?

9 A Yep.

10 Q In connection with preparing for this
11 deposition here today, did you have the opportunity to
12 speak with others at Quorn Foods and gather certain
13 information about Quorn, its products, its
14 advertising --

15 A Yep.

16 Q -- et cetera?

17 Okay. There's a court reporter who's sitting
18 to your right, to my left. She's going to take down
19 everything that we say here today. Because she's taking
20 it all down, it's important that we don't talk over one
21 another, even though you probably can anticipate what a
22 lot of my questions are, in the normal course of
23 conversation, you just basically jump in and answer.

24 Is that okay?

25 A Yep.

1 shelves.

2 Q Okay. And if you also take a look at what I'll
3 refer to as the back of the product package, meaning,
4 not the side that has the picture of the product itself,
5 there is language that says, "Quorn naked Chik'n Cutlets
6 are made with my mycoprotein, parenthetical. Myco,
7 m-y-c-o is Greek for fungi, end parenthetical, and are
8 completely meatless and soy-free. There are believed to
9 be over 600,000 varieties of fungi in the world, many of
10 which are among the most sought after foods like
11 varieties of mushrooms, truffles and morels. For more
12 information on nutritious mycoprotein, check out our
13 website above."

14 Do you (sic) read that --

15 A Yep.

16 Q -- correctly?

17 And has that language appeared on Quorn product
18 packaging for the entirety of the last four years?

19 A Yes.

20 Q And it's been uniform on all product packaging;
21 is that correct?

22 A Yes.

23 Q And when did that language first begin to
24 appear on Quorn product packaging, to the best of your
25 knowledge?

1 A A version of that language appeared since 2003.

2 Q And when you say a version, does that include a
3 version of the sentence, "There are believed to be over
4 600,000 variety of fungi in the world, many of which are
5 among the most sought after foods like varieties of
6 mushroom, truffles and morels"?

7 A Yes.

8 Q And if we take a look at the next exhibit which
9 is Exhibit 3, this is another package for Quorn Chik'n
10 Cutlets.

11 (The document referred to was marked
12 as Plaintiff's Exhibit 3 for identification
13 and attached and made a part of the deposition.)

14 BY MR. SIMS:

15 Q And I see on the right-hand side a date of
16 issue, 23, dot, 04, dot, 2014. Does that indicate that
17 April 23 of 2014 is the artwork date that you discussed
18 earlier in connection with Exhibit 2?

19 A Yes.

20 Q And then if you look on this picture, it
21 appears that the language that I read earlier related
22 to, "There are believed to be over 600,000 varieties of
23 fungi in the world, many of which are among the most
24 sought after foods like varieties of mushroom, truffles
25 and morels" now appears to be on the side of the product

1 dot, 13, which I take to mean January 7 of 2013?

2 A No.

3 Q July 1st of 2013?

4 A (No audible response.)

5 Q Thank you.

6 And sir, on this package, the same language
7 related to mushrooms, truffles and morels appears on the
8 package, correct?

9 A Yep.

10 Q Now if you take a look on this product package
11 in the allergic consumer section, do you see that?

12 A Yep.

13 Q It says in part -- give me one second. Oh, I'm
14 sorry, sir, so why don't we stay with Exhibit -- we're
15 on Exhibit 5 -- for a second.

16 In the allergic consumer section on Exhibit 5,
17 there's no reference to mold; is that correct?

18 A Correct.

19 Q And if you take a look back at the Chik'n
20 Cutlets exhibit, which was Exhibit 3, the April 23, 2014
21 version --

22 A Yep.

23 -- in the allergic consumer section on the
24 Chik'n Cutlets version of April 2014, it states in part,
25 "There have been rare cases of allergic reactions to

1 products which contain mycoprotein, a member of the
2 fungi, slash, mold family."

3 Did I read that correctly?

4 A Yep.

5 Q Okay. And when did language like that begin to
6 appear on Quorn product packaging?

7 A Beginning of 2014, and, again, phased into
8 market throughout 2014.

9 Q And was that language uniformly phased into
10 marketing beginning in early 2014 across all product
11 packaging?

12 A Correct.

13 Q Both boxes and the frozen plastic bags?

14 A Correct.

15 Q And began to be phased in on the side of the
16 boxes or the back of the boxes?

17 A A combination of both.

18 Q Sir, with reference to the language about
19 mushrooms, truffles and morels that you testified has
20 been on Quorn's product packaging in some form since
21 2003 and has been on the packaging uniformly throughout
22 the entirety of the last four years, has that language
23 appeared in any other form such as Quorn's website?

24 A Yeah. So it's -- we -- it's appeared on our
25 website. We frequently change our website and update it

1 A Correct.

2 Q Now, sir, has Quorn made a profit in the United
3 States at any point in time on an annual basis since
4 2012?

5 A No.

6 Q Now, sir, are you aware -- or strike that.

7 Is Quorn aware of the number of its products
8 sold at the retail level on an annual basis, meaning, by
9 a store to a consumer?

10 A Yep. So we don't track -- the numbers I just
11 provided you, we don't track unit sales the same way.
12 What I did was I approximated unit sales based on total
13 revenue sales.

14 Q Okay.

15 A And it's roughly six million packs are sold
16 annually, and over the four-year period, the range has
17 been between five and six million packs sold annually.

18 Q So there's been roughly 24 million packs of
19 Quorn's products sold in the United States in the last
20 four years?

21 A Sure, between 20 and 24 million.

22 Q I'm going to show you what we'll mark as --
23 we're now on Exhibit 6, which is a PowerPoint
24 presentation titled, "Complimentary Insights, Frozen
25 Meat Substitutes."

1 Q Is it your understanding that the data
2 presented by Catalina in this PowerPoint deck is -- is
3 or would be relatively constant for each of the last
4 four years for Quorn sales in the United States?

5 A Roughly other than our sales have grown since
6 2013; therefore, you might have seen some movement up in
7 the last -- a slight uptake in the last three years.

8 Q Okay. And then why don't we flip to page 6 of
9 the PowerPoint deck which is the slide entitled, "Why
10 loyalty programs are so important."

11 A Yep.

12 Q And there is a bar graph with three bars: High
13 loyals, switchers and dabblers. Can you please explain
14 for me what each of those are and what the data on page
15 6 represents?

16 A Yep. High loyals, switchers and dabblers are
17 Catalina's specific language to determine different
18 types of loyalty. For high loyals, 70 -- greater than
19 70 percent of category sales are made up of Quorn.
20 Therefore -- yeah. Greater than 70 percent of category
21 sales are made up of Quorn. Switchers are between 30
22 percent, and 69 percent of category sales are made up of
23 Quorn. And dabblers, less than 29 percent and less of
24 categories sales are made up of Quorn.

25 Q And what do you mean by "category sales"?

1 A So I'm a shopper of meat alternatives, and I
2 look at all of the products that are sold in the meat
3 alternative section of the store, and if I'm a high
4 loyal, 70 percent of the purchases that I make across
5 all the brands in the category are made up of Quorn
6 products. If I'm a switcher, I walk up to the shelf,
7 somewhere between 30 and 69 percent of my purchases of
8 that category are made up of Quorn. The remainder is
9 made up of other brands that participate in the
10 category, and it's a similar logic for -- for dabblers
11 as well.

12 Q Now with respect to the dollar figures
13 associated with the bar graph for high loyals, it says
14 there's 78,822 shoppers, meaning, high loyal shoppers;
15 is that correct?

16 A Correct.

17 Q And then what is the \$41.47 in this -- built on
18 top of that, the additional \$7.23?

19 A So the \$41.47 is what a high loyal shopper
20 would spend annually on Quorn. The \$7.23 is what that
21 Quorn high loyal shopper would spend on other brands in
22 the category.

23 Q And the same logic would apply to switchers,
24 meaning, that among those Quorn buyers classified as
25 switchers, the average annual purchase amount would be

1 get to approximately how many of those -- the Quorn
2 product purchasers fall into each bucket.

3 A Correct.

4 Q And with respect to your understanding of how
5 Catalina tracks the high loyal, switcher and dabbler
6 data, is it consistent with your answer earlier about
7 tracking SKUs at the store level?

8 A Across all categories, correct.

9 Q Then why don't we take a look back at page 2 or
10 slide two if you could.

11 A Uh-huh.

12 Q Give me one second.

13 Why don't we do this: Sir, I'm going to show
14 you what I'll mark as -- why don't I do it this way.

15 Sir, what I'd like to know is if you have a
16 estimate of the average retail sales price for Quorn
17 products for each of the last four years because in the
18 different documents I saw some different figures that
19 might range from the high threes to the low fives for
20 the average price, and we can go through the documents
21 if you want, but I'd just like to know the approximate
22 average price for Quorn products at the retail level.

23 A Depending on the channel that we sell in, it
24 would be anywhere from \$4 to \$4.75.

25 Q And your counsel provided me with some data

1 What do you mean by that?

2 A Total U.S. food is only grocery store
3 customers. So only -- U.S. food is -- captures only
4 grocery stores, so it excludes mass merchandisers, like
5 Walmart, Target, Meijer.

6 Q And you identified a base price of \$4.53 for
7 total U.S. food; is that correct?

8 A Correct.

9 Q And an average price of \$3.63; is that data
10 correct?

11 A Yep.

12 Q And the IRI data, I understand, was data from
13 the latest 52 weeks, ending September 4, 2016. Are
14 those numbers, to the best of Quorn's knowledge, roughly
15 constant with the numbers over the preceding four years?

16 A Yep.

17 Q Sir, does Quorn receive any customer
18 identifying information from its retail sellers?

19 A In terms of...

20 Q Let me ask the question this way: Does Quorn
21 have the name and contact information for those persons
22 who purchase its products?

23 A We do not.

24 Q And does Quorn know if it's -- strike that.
25 I take it that to the best of Quorn's

1 STATE OF CALIFORNIA)
2 COUNTY OF LOS ANGELES) ss.
3

4 I, SANJAY PANCHAL, hereby certify under penalty
5 of perjury under the laws of the State of California
6 that the foregoing is true and correct.
7

8 Executed this _____ day of _____,
9 2016, at _____, California.
10
11
12
13

14 _____
15 SANJAY PANCHAL
16
17
18
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20
21
22
23
24
25

1 STATE OF CALIFORNIA)
2 COUNTY OF LOS ANGELES) ss.

3
4 I, STEFANIE L. OCKER, C.S.R. No. 10740, in and
5 for the State of California, do hereby certify:

6 That, prior to being examined, the deponent
7 named in the foregoing deposition was by me duly sworn
8 to testify the truth, the whole truth and nothing but
9 the truth;

10 That said deposition was taken down by me in
11 shorthand at the time and place therein named, and
12 thereafter reduced to typewriting under my direction,
13 and the same is a true, correct and complete transcript
14 of said proceedings;

15 That if the foregoing pertains to the original
16 transcript of a deposition in a Federal Case, before
17 completion of the proceedings, review of the transcript
18 (X) was () was not required.

19 I further certify that I am not interested in the
20 event of the action.

21 Witness my hand this 31st day of October, 2016.

22

23

24

25



STEFANIE L. OCKER
CSR NO. 10740

Exhibit 2

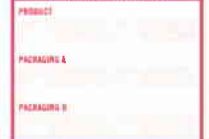


Exhibit 3

Exhibit 4



Richard, Kingsway North, Newcastle, Tyne & Wear NE1 1JH, UK.
+44 (0) 191 491 7777 F +44 (0) 191 487 6872

APPROVAL SECTION

PACKAGING A

PACKAGING B

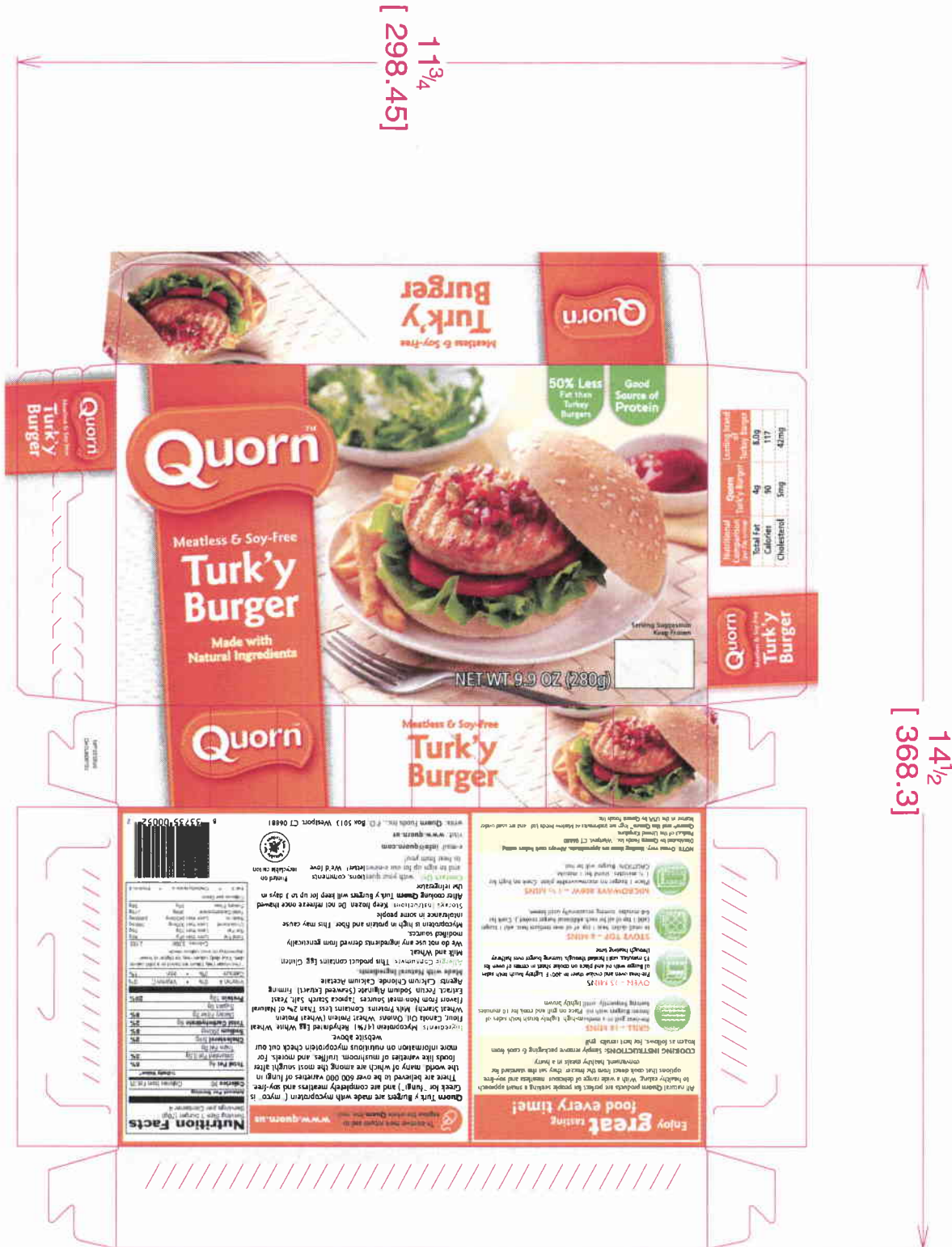
DEPOSITION

EXHIBIT

Jaijay Pache
10-19-16

PENGAD 800-631-6989

Exhibit 5



Customer: Quorn
Job Name: MPS0900/6 USA TURKEY BURGER 280G
Version Number: V1
Date of Issue: 01.07.13
Printer: Rex

YRG Reference:
YRS2805

Size:
Details:

Ink: CYAN MAGENTA YELLOW PROCESS BLACK 156C 368C CUTTER

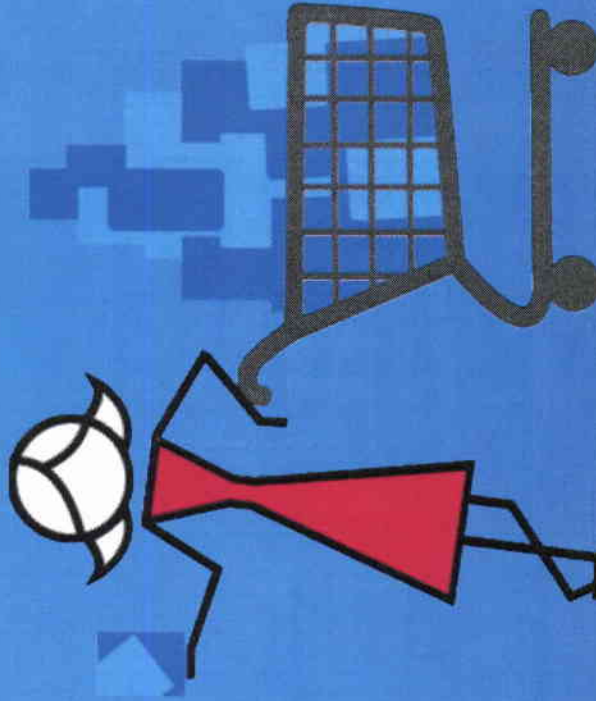
Screen:

ARTWORK ONLY

Exhibit 6

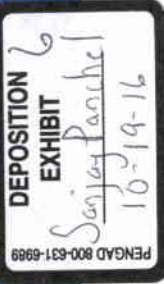
Complimentary Insights

Frozen meat substitutes



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CATALINA®



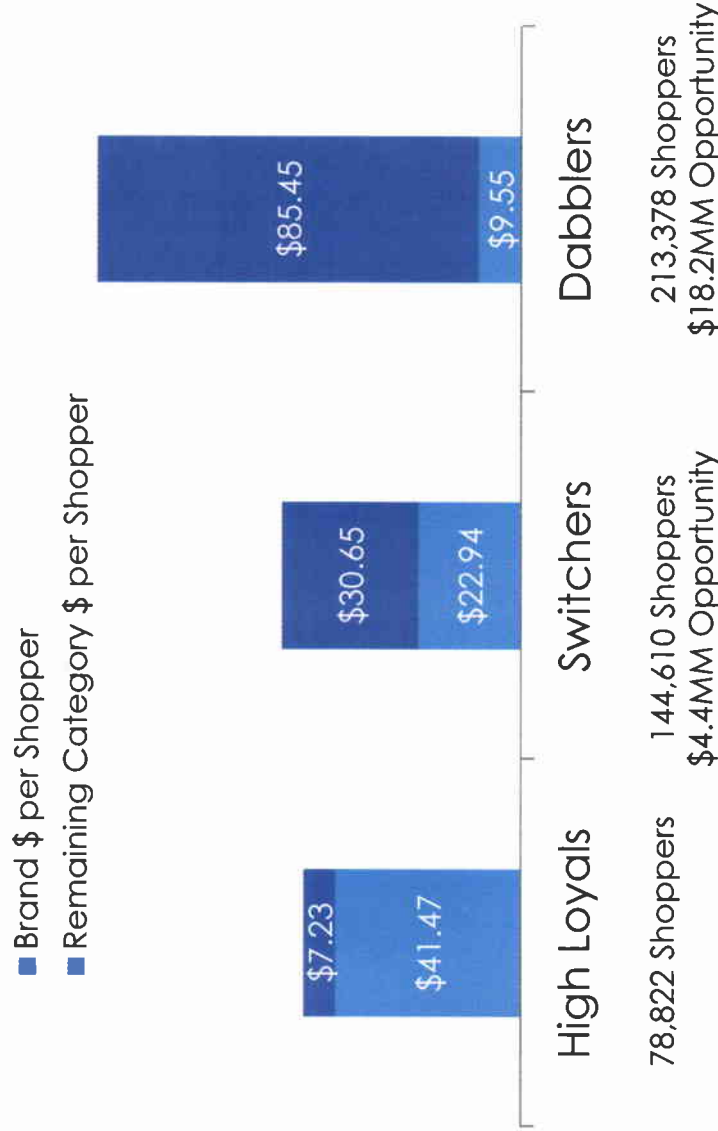
Why loyalty programs are so important

\$22.6 Million
Opportunity
For **Quorn**
Among own brand buyers
who are **Switchers** and
Dabblers

Spend per Shopper by Brand Loyalty

Quorn Buyers

436,810 brand buyers identified



Source: Catalina US network, shoppers making 2+ category trips over recent 52 weeks

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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KIMBERLY BIRBROWER, an
individual,

Plaintiff,

vs.

QUORN FOODS, INC., a Delaware
Corporation and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.:
2:16-cv-01346-DMG-AJW

**DECLARATION OF ERIC F.
YUHL IN SUPPORT OF
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: February 3, 2017
Time: 9:30 a.m.
Location: Courtroom 8C

DECLARATION OF ERIC F. YUHL

I, Eric F. Yuhl, declare as follows:

1. I am an attorney at law duly licensed to practice before all the courts of the State of California. I am a partner at Yuhl Carr LLP (“YC”) and represent Plaintiff Kimberly Birbrower (“Plaintiff”) in this action. I submit this declaration in support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement. I am admitted to practice law before this Court and the United States Court of Appeal for the Ninth Circuit, among other courts. I have personal knowledge of the facts set forth below, unless stated on information and belief, and if called as a witness, I would testify competently thereto.

QUALIFICATIONS AS CLASS COUNSEL

2. I am a founding partner of Yuhl Carr LLP (“YC”), a litigation firm based in Marina Del Ray, California. Since 1981, I have been an attorney duly licensed by, and a member of, the State of California, and admitted to practice in this Court.

3. I have over 34 years of litigation and trial experience, including the handling of complex consumer product defect cases in federal and state courts. I have tried over 30 cases to verdict.

4. I am experienced in class actions. For example, along with my co-counsel Akin Gump Strauss Feld & Hauer, I represented the plaintiffs in a consumer product class action entitled Christopher O’Shea, et al v. Epson America, Inc., et al., Central District of California Case No. CV09-8063 PSG (CWx). There, Judge Philip S. Gutierrez of the Central District ruled that that my firm and I were competent and adequate class counsel. I am also currently co-counsel with Frank Sims & Stolper LLP and McNicholas & McNicholas LLP in Callaway v. Mercedes-Benz USA, LLC, Central District of California Case No. 8:14-cv-02011-JVS (DFMx) and co-counsel with Wigdor LLP in Hyejin Lee, et al v. Sephora USA, Inc., et al., Northern District of California Case No. 3:14-cv-05237(EMC). Both are putative class actions.

1 5. I have recovered over \$200 million for my plaintiff clients. Examples of
2 complex cases I have successfully litigated include:

- 3 a. \$11 Million – Archdiocese of Los Angeles Sexual Abuse Litigation –
4 Vietnamese immigrant sisters serially molested by pedophile employed by
5 local church and which placed the clients under his custodial care.
- 6 b. \$8.3 Million – Jack Sholl vs. ICN Pharmaceuticals – wrongful
7 termination/breach of employment contract to avoid payment to senior
8 executive of compensation due upon reduction in title/duties.
- 9 c. \$7.5 Million – Barbara Carrasso vs. San Diego Rapid Transit – Dutch model
10 hit by transit bus while riding her bike to UCSD.
- 11 d. \$7.1 Million – Doe Audience Member v. Broadcasting Company –
12 Catastrophic spine injury when audience member tackled by cast member
13 during the taping of a film screening event.
- 14 e. \$8.0 Million - Richard Houghton vs. Santa Barbara Transportation - cerebral
15 palsy victim suffers spine injury when wheelchair security device fails in
16 transport van.
- 17 f. \$5.0 Million – Don Peterman vs. “Mighty Joe Young Productions” –
18 collapse of camera crane during movie shoot causing catastrophic injuries to
19 prominent Director of Photography.
- 20 g. \$5.5 Million – Levine/Khwaja vs. California Commerce Bank – CFO and
21 General Counsel sued to recover change of control benefits under deferred
22 compensation agreement after Citigroup acquisition of holding company.
- 23 h. \$5.1 Million – Sylvia Rayner vs. White Consolidated Industries – laboratory
24 researcher’s hand caught in autoclave due to auto-locking defects in design.

25 6. YC is a seven-attorney firm, and all of its attorneys are experienced in
26 litigating complex cases. The firm also has the financial resources sufficient to advance
27 necessary costs and expenses in this matter in order to vigorously represent our client and
28

1 aggressively prosecute this action on behalf of Ms. Birbrower and the putative class
2 members and is committed to doing so.

3 7. Colin Yuhl is one of the partners of YC actively working on this matter.
4 Colin Yuhl was admitted to the Bar in 2008 and has 8 years of experience litigating
5 complex cases. He has been a member of the firm since the beginning of 2012. Prior to
6 joining YC, Colin Yuhl began his career at Haight, Brown & Bonesteel. His practice
7 areas focus primarily around complex personal injury and wrongful death, labor and
8 employment litigation, and commercial disputes. He second-chaired two trials while at
9 Haight, and since joining YC has also tried one case to verdict on his own. He has argued
10 before the Second District Court of Appeals and has experience with every aspect of pre-
11 trial and post judgment practice. Since joining YC he has recovered over \$10 million in
12 settlements and verdicts for his clients – including a \$1.9 million settlement in a case
13 involving a defective pharmaceutical drug – and has been named to the SuperLawyers
14 "Rising Stars" list each year since 2014.

15 **THE SETTLEMENT IS FAIR AND REASONABLE**

16 8. A true and correct copy of the Class Action Settlement and Release
17 between Plaintiff and Defendant Quorn Foods, Inc. (the "Settlement") is attached as
18 Exhibit A to Plaintiff's Memorandum in Support of Plaintiff's Motion for Preliminary
19 Approval. The proposed Settlement is the result of serious, well informed, arms-length
20 and non-collusive negotiations between the parties. I personally participated in all
21 settlement negotiations along with my co-counsel, Jason Frank. During these
22 negotiations, Quorn was represented by Eric Kizirian, Esq. of Lewis Brisbois Bisgaard
23 & Smith LLP. The Settlement was also reached with the assistance of a respected
24 mediator (the Hon. Edward Infante).

25 9. For the reasons set forth in the Motion for Preliminary Approval, and
26 based on my professional experience, I believe the proposed Settlement Class satisfies
27 the prerequisites for certification under the Federal Rules of Civil Procedure Rule 23(a)
28 and 23(b)(3). With respect to the adequacy prerequisite (Rule 23(a)(4)), I am not

1 aware of any actual or potential conflicts between counsel and any members of the
2 proposed Settlement Class, nor do I believe there are any such conflicts. Further, I am
3 not aware of any conflicts between Plaintiff and any member of the proposed
4 Settlement Class. My firm and co-counsel will continue to vigorously prosecute this
5 action on behalf of Plaintiff and the Class.

6 10. In my opinion and based on my experience and well-informed analysis of
7 this case, the Settlement is fair, adequate and reasonable. Indeed, it is an excellent
8 result for the Class that likely provides remedies that are better than what the Class
9 could reasonably expect to obtain at a trial on the merits. My opinion that the
10 Settlement is fair, adequate and reasonable includes my consideration of the factors set
11 forth in Churchill Village, L.L.C. v. General Electric, 361 F.3d 566, 575 (9th Cir. 2004)
12 – i.e. (a) the strength of the plaintiff's case; (b) the risk, expense, complexity, and
13 likely duration of further litigation; (c) the risk of maintaining class action status
14 throughout the trial; (d) the amount offered in settlement; and (e) the extent of
15 discovery completed, and the stage of the proceedings.

16
17 I declare under penalty of perjury under the laws of the United States of America
18 that the foregoing is true and correct. Executed this 6th day of January 2017, in Del
19 Mar, California.

20
21 /s/ Eric F. Yuhl
ERIC F. YUHL

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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KIMBERLY BIRBROWER, an
individual,

Plaintiff,

vs.

QUORN FOODS, INC., a Delaware
Corporation and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.:
2:16-cv-01346-DMG-AJW

**DECLARATION OF
CHRISTOPHER LONGLEY ON
ADEQUACY OF NOTICE PLAN**

Date: February 3, 2017
Time: 9:30 a.m.
Location: Courtroom 8C

DECLARATION OF CHRISTOPHER LONGLEY

CHRISTOPHER LONGLEY, ESQ., of full age, hereby declares under penalty of perjury as follows:

1. I am the Chief Executive Officer at the class action notice and settlement administration firm, Atticus Administration LLC (“Atticus”). I am fully familiar with the facts contained herein based upon my personal knowledge of the case.

2. By way of background, Atticus is a class action notice and claims administration company formed by an experienced team of executives with more than 35 combined years of experience in implementing claims administration and notice solutions for class action settlements and judgements. With executives that have had extensive tenures at three nationally recognized claims administration companies, collectively the management team at Atticus has overseen more than 350 class action settlements and distributed over \$625 million to class members.

3. I personally have been responsible in whole in or part for the design and implementation of more than 200 class action administration plans, including many leading consumer labeling cases. These cases include *Howerton, et al v Cargill Inc.*, Case No. 14-cv-06218-LEK-BMK, US District Court of Hawaii (the “Truvia” case), *Allison Gay, Et Al v Tom’s of Maine*, case no. 0:14-cv-606004-KMM US District Court, Southern District of Florida, *Aguiar v Merisant Company and Whole Earth Sweetener Company LLC*, Case No. 2:14-cv-00670, District Court of the Central District of California (the “Pure Via” case), and *Frohberg v Cumberland Packaging Corporation*, Case no. 1:14-cv-00748-KAM-RLM, District Court for the Eastern District of NY (the “Stevia-in-the-Raw” case), to name just a few. I have also taught numerous accredited Continuing Legal Education courses on class action settlements and digital media notice plans among other topics.

4. Prior to founding Atticus I was the President of Dahl Administration LLC, a nationally recognized class action notice and claims administration company. Prior to my notice and claims administration experience, I was employed in private industry with

1 an emphasis on marketing. Prior to that, I was employed at a private law practice and I
2 am currently an attorney in good standing (inactive status) for the state of Minnesota.

3 5. My work consists of a wide range of class actions that includes employment
4 and consumer cases, including false advertisement, false labeling, FACTA, Data Breach,
5 TCPA and other consumer related matters.

6 6. This declaration will describe the notice program that we have
7 recommended using in this matter, including the considerations that informed the
8 development of the plan and why it will meet the requirements of Rule 23 and provide
9 Due Process of Law to the Settlement Class Members.

10 **SUMMARY OF NOTICE PROGRAM**

11 7. It is my understanding that the defendant, Quorn Foods, Inc. (“Quorn”) does
12 not have a list of the consumers who purchased its products. Accordingly, we believe
13 the best practicable notice program under the circumstances is to employ a digital
14 marketing campaign combining state of the art internet banner ad notice, key word
15 acquisition and internet marketing tactics. The notice program will also include an
16 informational website, and toll free telephone line, both of which will further appraise
17 potential settlement Class Members of their rights and options in the settlement.

18 8. The media notice program is designed to deliver an approximate 75% reach
19 with an average frequency of 2.75 times for each Class Member. The media notice
20 program will serve approximately 30,460,000 million impressions, via the use of highly
21 targeted internet banner ads, key word acquisitions search optimization techniques
22 designed to reach a specific micro target of consumers that are vegan, vegetarian or have
23 a healthy lifestyle food purchasing pattern as outlined by our targeting strategy. A copy
24 of the media notice program is attached as Exhibit 1.

25 9. Per the *Judges’ Class Action Notice and Claims Process Checklist* and Plain
26 Language Guide (“The Checklist”), “[t]he lynchpin in an objective determination of the
27 adequacy of a proposed notice effort is whether all the notice efforts together will reach
28 a high percentage of the class” and “[it is reasonable to reach between 70-95%.”

1 [Checklist, p. 1.] We used this Checklist as a guideline for developing the proposed
2 notice program. A copy of the Checklist is attached as Exhibit 2.

3 CLASS DEFINITION

4 10. The “Settlement Class” includes all persons in the United States who
5 purchased Quorn Products in the United States for their personal or household
6 consumption and not for resale purposes during the Class Period. Excluded from the
7 Settlement Class are (1) Quorn, its related entities, parent companies, subsidiaries and
8 affiliates, and their respective officers, directors, and employees; (2) all persons claiming
9 to be subrogated to the rights of Class Members; (3) individuals and /or entities who
10 validly and timely opt- out of the settlement; (4) individuals who previously have released
11 their claims against Quorn; (5) individuals who assert claims for physical injury arising
12 from their purchase and consumption of Quorn Products; and (6) any judge to whom this
13 matter is assigned, and his or her immediate family (spouse, domestic partner, or
14 children).

15 MEDIA NOTICE TARGET AUDIENCE

16 11. In order to develop the media plan for the notice program, the Class was
17 profiled using GfK and MRI 2016 Double-base data. GfK and MRI data is used by
18 advertising agencies and other communications professionals in order to understand the
19 socio-economic characteristics, interests and practices of a target group. It aids in the
20 proper selection of media to reach that target group. It is also instrumental in allowing
21 the Court to review the estimated net reach and average frequency of a specific program
22 and is precisely the type of accepted methodology that the Checklist cautions should be
23 used in class action notice programs. [Checklist, pp. 3-4.]

24 12. As “Quorn” is not measured specifically in this syndicated data source, a
25 broad MRI was used to profile an over inclusive target group definition, which allows
26 Atticus to target an audience most like the Settlement Class definition. The following
27 definition was used to ensure that the notice program reaches a consumer group most
28 likely to include potential class members:

- Vegetarian and vegan alternative purchasers 12- month period, projected to be 4.2 million consumers.
- Health conscious decisions while grocery shopping, 12- month period, projected to be 28.6 million consumers.

This over-inclusive definition will allow us to serve notice to consumers who purchase product categories contained in the class definition, who have an affinity towards natural products and not just consumers who purchase Quorn products specifically. Moreover, as outlined below, we will use third party purchase data for Quorn Products, to target known users of Quorn specifically, thereby combining an over-inclusive definition with advanced targeting of known users, to offer the best notice practicable under the circumstances.

13. Understanding the socio-economic characteristics, interests and practices of a target group further aids in the proper selection of media to reach that target. Here, the target audience has the following characteristics:

- Audience of Vegetarian/vegan consumers is 67% female.
- 77% of the audience is aged 25-64 with the median age being 47.
- Most the target is married, 51.2%.
- 43% have children living at home under the age of 17, and that factors into their food purchasing choices.
- 80% of the target is consider Urban dwelling, including first and second tier suburban.
- Higher educated with 46% having a college degree, and 45% having greater than \$75,000 in annual income.
- Nearly 60% are employed, with 47% being employed full time.
- 64% of our target are moderate to heavy readers of magazines.
- 72% are considered heavy internet users and 65% of our target being active in social media outlets.

14. To identify the best vehicle to deliver messaging to the target audience, we also reviewed the media quintiles, which means the degree to which an audience uses media relative to the general population. Here, the data indicates that the target audience spends an average of 15 hours per week on the internet and reads about 7 magazines a

1 month. The data also indicates that this audience watched less TV, listened to less commercial radio and read fewer newspapers than the national average.

15. In consideration of the data, we recommend using digital media tactics to reach our audience, which will be the most effective means to generate the reach required to notify potential Class Members of their rights and options in this litigation.

INTERNET BANNER AD NOTICE

16. The notice program utilizes a programmatic approach to purchasing internet media advertising, which enable the notice plan to target potential and unlocatable Class Members with targeted and tailored communications. Purchasing display and mobile inventory programmatically provides the highest reach for internet publication, allows for multiple targeting layers and causes banner advertisements to be systematically shown to persons most likely to be Class Members based on our micro targeting efforts.

17. Exemplars of the internet banner adds can be found on Exhibit 1 attached hereto at pages 8 through 10.

18. The internet campaign will implement multiple targeting layers to ensure that notice is delivered to the persons most likely to be members of the class, inclusive of search targeting, demographic targeting, category contextual targeting, keyword contextual targeting, site retargeting, and purchase data targeting. This enables Atticus to utilize, for example, search terms that an individual has entered into a web browser (like Google or Bing for example), to deliver banner ads to individuals most likely to be Class Members. Search terms, relevant to Quorn's various products, will be incorporated into the campaign parameters to drive relevant traffic, such as Quorn Grounds, Quorn Patties, Quorn Nuggets, Quorn Garlic & Herb Cutlets, Quorn Gruyere Cheese Cutlet, Quorn Tenders, Quorn Cran Escalope, Quorn Classic Burger, Quorn Cutlets, Quorn Balls USA, Quorn Roast, Quorn Turkey Burger, Quorn Cheese Burger, Quorn Chik'n Style Patties, Quorn Vegan Burger, Quorn Roast, Quorn Chik'n Salsa Burr, Quorn Chip Chikn Burr, Quorn Spag & Balls, Quorn Chili, Quorn Kung Pao, Quorn Patties, All Quorn Products, Vegan Quorn Products and Vegetarian Products,. Targeting users who are currently

1 browsing or have recently browsed content in categories such as Quorn Vegan or Quorn
2 Vegetarian Products will help qualify impressions to ensure messaging is served to the
3 most relevant audience. More importantly, a focus will be placed on Quorn USA
4 purchased “key-word” data specifically. The purpose of such targeting is to ensure that
5 likely Class Members are exposed to the notice documents while simultaneously
6 minimizing the chance that notice is misdirected to individuals who are unlikely to be a
7 member of the proposed Settlement Class.

8 19. The internet banner notice portion of the notice program will be
9 implemented using a 4-week desktop and mobile campaign and utilizing standard IAB
10 sizes (160x600, 300x 250, 728 x 90, 300x 600, and 320x50). A 2.75 times frequency cap
11 will be imposed to maximize reach at 75% of our target audience. [See Exhibit 1.] The
12 banner notice is designed to result in serving approximately 30,460,000 impressions
13 during the notice campaign period.

14 20. The internet banner notices will link to the Settlement Website
15 (www.QuornFoodsSettlement.com) described further below. The Settlement Website
16 homepage will have a short description of the Settlement with a link to the Long Form
17 Notice to be approved by the Court. A copy of screenshots from the various pages on
18 the Settlement Website are attached as Exhibit 3.

19 **RESPONSE MECHANISMS**

20 21. Class Members will be able to file a claim online at the Settlement Website,
21 by uploading their Claim Form and supporting documentation electronically, or by
22 sending the completed Claim Form and supporting documentation to a dedicated address
23 maintained by Atticus via U.S. Mail.

24 22. In addition to the Long Form Notice and Claim Form, the Settlement
25 Website will also allow Class Members to view general information about the Settlement,
26 relevant Court documents (such as the Settlement Agreement, the First Amended
27 Complaint, and the Preliminary Approval Order) and important dates and deadlines
28 pertinent to the Settlement. The Settlement Website will also have a “Contact Us” page

1 whereby Class Members can send an email with any additional questions to a dedicated
2 email address.

3 23. In addition, a Toll-Free hotline devoted to this case will be implemented to
4 further appraise Class Members of their rights and options in the Settlement. The toll-
5 free hotline will utilize an interactive voice response ("IVR") system to provide Class
6 Members with responses to frequently asked questions and provide important
7 information regarding the Settlement. This hotline will be accessible 24 (twenty-four)
8 hours a day, 7 (Seven) days a week.

9 **CONCLUSION**

10 24. The notice program outlined above includes an integrated media notice
11 effort that incorporates state of the art internet banner notice and marketing techniques
12 to enhance our notice campaign. The internet banner notice portion of the plan is
13 designed to reach 75% of the class on average 2.75 times for each. These efforts
14 combine to provide the class the best notice practicable under the circumstances.

15 25. It is my opinion that the Notice Program is fully compliant with Rule 23 of
16 the Federal Rules of Civil Procedure, provides Due Process of Law and is the best
17 notice that is practicable under the circumstances, including giving individual notice to
18 all members who can be identified under the circumstances, including giving individual
19 notice to all members who can be identified through reasonable effort.

20 26. I have reviewed the Settlement Agreement. Atticus is prepared to perform
21 all notice and administration services required under the Settlement at the cost not to
22 exceed \$150,000.00.

23 I declare, under penalty of perjury and under the laws of the United States of
24 America, that the foregoing is true and correct. I have executed this declaration at
25 Minneapolis, Minnesota on January 5th, 2017.

26
27 
28 CHRISTOPHER LONGLEY

EXHIBIT 1

Digital Notice Plan Overview and Approach

Quorn Foods Settlement

Kimberly Birbower, et al v Quorn Foods, Inc
Civil Action No. 16-cv-01346-DMG-AJW
United States District Court for the Central
District of California



Prepared on December 13, 2016

Table of Content

- I. Commonly Used Media Terms
- II. Media Resources Used
- III. Program Overview
- IV. Target Analysis
- V. Media Selection
- VI. Media Schedule
- VII. Media Examples
 - a. Display
 - b. Facebook
 - c. Paid Search
- VIII. Data Analytics Reporting
- IX. Notice Plan Notes and Considerations

Commonly Used Media Terms

Target Audience: Net number of persons or different persons exposed to a media vehicle. It is a larger than a publication's circulation because it includes pass- along readers who may obtain the publication second hand, and through indirect means.

Frequency: Estimated average number of times a population group is exposed to a media vehicle or combination of media vehicles containing a notice within a given period- of- time.

Impressions or Exposure: Total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing notice. It is a gross or cumulative number that may include the same person more than once. Impressions can exceed the total target market population size based on multiple exposure by any given person.

Reach or Coverage: Net percentage of a specific population group or target audience exposed to a media vehicle or a combination of media vehicles containing a notice at least once within a given period of time. Reach factors out duplication, representing the total different net persons.

Selectivity Index: Shows the concentration of a specific population group relative to the general adult population. For example, a publication selectivity index of 175 among men indicates that the publications readers are 75% more likely to be men as compared to the general adult population. For planning purposes a index score of 100 is to be considered good. Any number over 100 is considered as better level of concentration versus the general population. We look for high index numbers for target and micro targeting our audience for notice plan purposes. Target Audience: Net number of persons or different persons exposed to a media vehicle. It is a larger than a publication's circulation because it includes pass- along readers who may obtain the publication second hand, and through indirect means.

Media Resources Used



A leading cross-platform measurement company that precisely measures audiences, brands and consumer behavior everywhere. The ComScore 2000 is an index that measures traffic and index of audiences that visit the top 2000 websites on the internet.



The world's leading market intelligence information company, with over 40 years of data and data analysis tracking consumer and market trends across the world.



GfK is the trusted source of relevant market and consumer information that enables its clients to make smarter decisions. More than 13,000 market research experts combine their passion with GfK's long-standing data science experience. This allows GfK to deliver vital global insights matched with local market intelligence from more than 100 countries. By using innovative technologies and data sciences, GfK turns big data into smart data, enabling its clients to improve their competitive edge and enrich consumers' experiences and choices.



MRI is a nationally accredited research firm that provides consumer demographics, product and brand usage, and audience/exposure in all forms of advertising media. Established in 1979, MRI measures the usage of nearly 6,000 products and services across 550 categories, along with the readership of hundreds of magazines and newspapers, internet usage, television viewership, national and local radio listening, yellow page usage, and out of home exposure. Based on yearly face to face interviews of more than 26,000 customers in their homes MRI's survey of the American Consumer is the primary source of audience data for the US Consumer magazine industry and the most comprehensive and reliable source of multimedia data available.

Program Overview

Program objective: To design a digital notice campaign that will effectively reach Class members, and capture their attention with notices communicated in clear, concise, plain language so that their rights and options may be fully understood. The FJC's Judge's Class Action Notice and Claims Process Checklist and Plain Language Guide considers 70 to 95% reach among class members as reasonable notice.

Class Definition: As defined in the Settlement Agreement (Paragraph 9 of the Quorn Settlement Agreement). The class shall mean all residents of the United States who, during the class period (January 26th, 2012 to October 31, 2016), purchased Quorn Products.

Audience Profile: According to data available through GfK MRI, there are 4.2 million Vegan and vegetarian shoppers in the United States. Of that number, it is projected that 1.5 million of defined target shoppers bought Quorn products at least once during the class period. To include an over-inclusive audience, we have expanded our reach to include all health -conscious shoppers of food products, or 28,600,000 consumers.

Case Analysis: Plaintiff alleges that Quorn misled consumers into buying products made from fermented mold, not mushroom based proteins as described on package labeling.

- The following known facts were considered when determining our recommendation for a notice campaign for the Quorn Settlement class:
- Class members are located throughout the US including major metropolitan areas.
- The class size is estimated to include 1.5 million potential class members.
- Mailing addresses are not available for the class members.
- To calculate the reach of the media plan, Atticus conservatively used a very broad MRI Target of adults who purchase vegan, vegetarian or meat substitute or health conscious products with in the United States.
- By targeting to the 4.2 million vegetarian and vegan consumers specifically, significantly more unlocated class members will be reached.

Strategies: Based on our research, Atticus recommends a mix of digital notice banners (mobile and desktop), social media and keyword searches (utilizing Google and Bing) targeted to potential class members utilizing the vegetarian/Vegan shoppers' demographic and media consumption profiles. To most effectively reach our audience, we recommend additional impressions targeting consumers who have purchased healthy meals at Wholefoods, Walmart and Target.

Plan Delivery: The combination of digital ad impressions, key word searches and utilizing the settlement website and online filing of claims, our media effort will reach approximately 75% of the likely class members, on an average 2.75 times frequency, for 30.46 million impressions.

Notice Design: The Notices will be designed to provide clear, concise, plain language statement of Class Members' legal rights and options. To ease response, the toll-free number and settlement website address will be provided in all printed notice documents.

The ad units are adequately sized to attract attention to the notice.



Target Analysis

Knowing the characteristics, purchasing patterns, interests and habits of the target audience aids in the media selection process.

Demographic Highlights

- 67% of our target audience are woman.
- 77% are aged 25-64, with the largest concentration within this group being 45-54 (36%), and the median age being 47.
- Most the target audience is married, 51.2%
- 81% are white. 51.75% are college plus educated.
- A larger concentration of the target audience has an annual household income (HHI) more than \$75,000 (61%).
- 43% have children living at home under the age of 17, and that factors into their food purchasing choices.
- 80% are urban dwelling.
- Shopped 3 times at Whole Foods in the last 30 days.
- 82% regularly check the ingredients for nutritional content.
- 80% try to eat healthy and pay attention to nutrition.
- 58.68% are working full time.
- There is a heavier concentration of potential class members located in the Western region of the US, with a market concentration index of 413.
- 68.82% own their own home.
- 78.11% of our target audience consider buying the best product is more important than price.
- 63.89% buy natural products because they are concerned about family's health.

Media Consumption

- 72% are moderate to heavy internet users
- 65% are active in social Media
- 89% used a social network in the last 30 days.
- 58% used social networks on their mobile phones.
- 90% access the internet through their desktops and 77% access the internet using their smart phones.
- 89% used Google in the last 30 days. 21% used Bing in the last 30 days.
- 66.10% used the internet for news consumption as their primary news source and identified the internet as a more reliable source of information 47% versus newspapers at 41%.
- 65% used a search engine on their mobile phones.
- 76.88% of our target audience own a mobile devise.
- 35.61% regularly visit online blogs.

Media Selection

To create the optimal notice program, Atticus evaluated the strengths and weaknesses of the various media, as well as their reach and frequency potential, composition, format/content and efficiencies. Our recommended media mix provides:

- Broad national coverage, with a slight skew towards the west coast, into the largest cities throughout the nation.
- A written summary of key information that may be easily referred to or passed on to others (social media outlets), as a result of placements in some of the largest most visited (by our target audience) on- line websites in the country.
- A direct link to the settlement website through our banner ad notices; and
- Easy access to the notice documents through an established case settlement website: www.QuornFoodsSettlement.com

Media Schedule | Digital Notice Plan

Display (Desktop and Mobile)	Duration	Estimated Impressions	January					February				March			
			1	8	15	22	29	5	12	19	26	5	12	19	26
Walmart Buyers															
Vegan Natural Products	4 weeks	3,100,000													
Whole Foods & Co-op Targeting															
Green & Natural Audience Targeting	4 weeks	3,000,000													
Natural Foods Target															
Custom built site list of high indexing sites	4 weeks	3,200,000													
Lifestyle Target															
Custom built site list of high indexing sites such as Better Homes & Gardens	4 weeks	2,800,000													
National		2,800,000													
Local and National News															
Social Media															
National															
Facebook (Healthy Eating)	4 weeks	7,000,000													
National															
Facebook (Oprah / Celebrity)	4 weeks	4,000,000													
National															
Facebook (Vegetarian)	4 weeks	4,000,000													
Keyword Search															
National (Google & Bing)	4 weeks	10,000													
Claim Enhancements															
National: Re-Targeting	4 weeks	10,000													
National: Class Action Properties	4 weeks	540,000													
Other															
Placement Description															
Press Release	400 WORDS														
Media Management	20 HOURS														
Banner Ad / Creative Production	4 HOURS														
TOTAL MEDIA															
	4 weeks	30,460,000													

- 30,460,000 Impressions
- Achieves 75% reach
- Achieves 2.75 times frequency

Media Examples - Display

Display Media

Custom-built display channels with hand-selected domains based on sites highly-trafficked by class members.

Display media serves as an awareness vehicle, however it also drives web traffic. Claims optimization is done by shifting budgets to top performing sites.

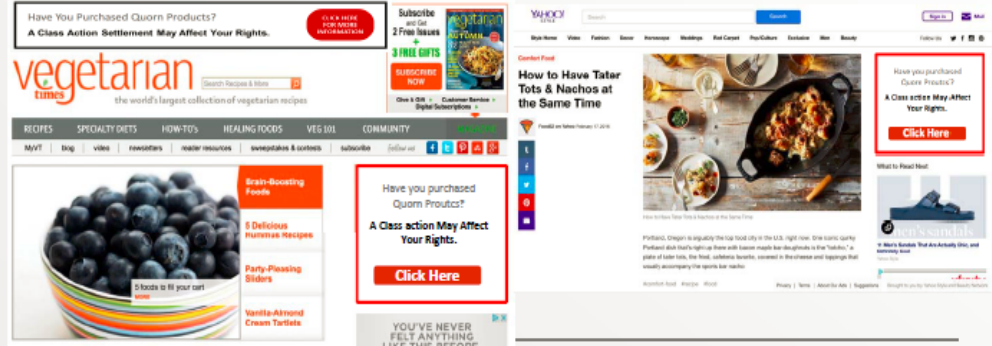


The image shows a collection of logos for various media channels. At the top, there are logos for 'vegetarian', 'Clean Eating', 'OWN', and 'Health.com'. Below these are 'food', 'Pinterest', 'EVERY DAY', 'wellness', 'yoga', and 'Natural Consumer'. At the bottom, there are logos for 'News', 'FOX NEWS', 'YAHOO!', 'The Weather Channel', and 'CNN'.

Reach and Lifestyle Channels

Have You Purchased Quorn Products?
A Class Action Settlement May Affect Your Rights.

CLICK HERE FOR MORE INFORMATION



The image shows two screenshots of websites. The left screenshot is from the Quorn website, featuring a banner with the text 'Have You Purchased Quorn Products? A Class Action Settlement May Affect Your Rights.' and a red button that says 'CLICK HERE FOR MORE INFORMATION'. Below the banner are various articles and a sidebar with a 'Subscribe' button. The right screenshot is from the Yahoo! website, showing a similar banner with the same text and a red button that says 'Click Here'.

* Creative messaging will be finalized upon recognition of the product in question, as well as approval of the plan.

Media Examples - Facebook

Social Media | Click Based

Specific interests will be targeted to ensure reach to the class members. Click-based media focuses on driving traffic to the settlement website.

Example interest targets:

- Food Network Communities
- Oprah Fan Pages
- Health Pages
- Rachel Ray Fan Pages
- Recipe Sharing Community Groups



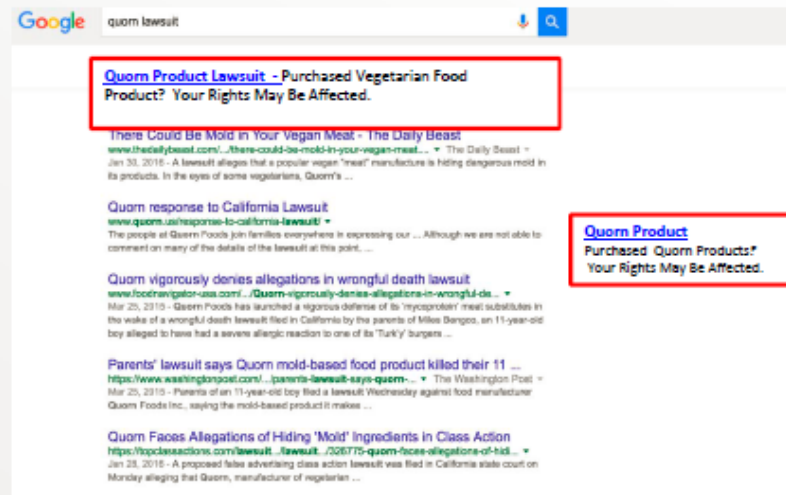
* Creative messaging will be finalized upon recognition of the product in question, as well as approval of the plan.

Media Examples – Paid Search

Paid Search

Sample keywords:

- Quorn Product Lawsuit
- Quorn Lawsuit
- Quorn Vegetarian Meal Lawsuit
- Quorn Vegan Meal Lawsuit
- Vegan Product Lawsuit
- Vegetarian Product Lawsuit



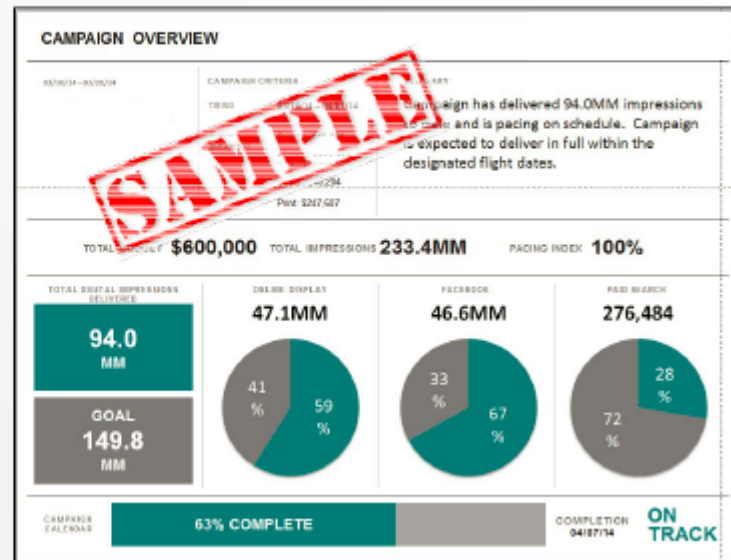
* Creative messaging will be finalized upon recognition of the product in question, as well as approval of the plan.

Data Analytics Reporting

Real Time Reporting and Summary Reporting

Reporting is done daily to ensure proper pacing toward campaign goals.

Reporting is delivered weekly with full campaign detail to ensure proper execution of the Notice Plan.



Notice Plan Notes and Considerations

1. Atticus Administration and Media Partner will work with Counsel to finalize a detailed Notice Plan according to Court timelines.
2. Atticus Administration will design a detailed Notice Plan consistent with Due Process and Rule 23 requirements.
3. The detailed Notice Plan will include declarations from Atticus Administration/Media Partner experts and additional materials to support Notice Plan approval.
4. Notice Plan cost estimates include all elements of digital notice planning, execution, and optimization, as well as real-time reporting accessible by Counsel (if desired).

ATTACHMENTS

1. Long Form Notice
2. Claim Form

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

**If You Purchased Quorn Products in the United States
At Any Time Between January 26, 2012 through December 14, 2016
You May be Eligible to Receive a Payment from a Class Action Settlement**

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

- A proposed nationwide Settlement has been reached in a class action lawsuit involving Quorn Foods, Inc. (“Quorn”). In the lawsuit, Plaintiff claims Quorn failed to adequately disclose that the “Mycoprotein” used in its products is a mold (member of the fungi family). Plaintiff further claims certain statements on Quorn’s product labels are false and misleading. Quorn denies all wrongdoing and each of Plaintiff’s allegations.
- If the settlement is approved by the Court, YOU may be eligible to participate in the proposed Settlement if you purchased Quorn Products in the United States at any time during the Class Period of **January 26, 2012 through December 14, 2016**.
- The Settlement will provide monetary payments, including **full refunds** for those who qualify. You will need to file a Claim Form to get a payment from the Settlement.
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM BY _____	This is the only way to get a payment.
EXCLUDE YOURSELF BY _____	Get no payment from the Settlement. This is the only option that allows you to retain your rights and not release claims you may have against Quorn relating to the legal claims in this case.
OBJECT BY _____	Write to the Court about why you think the settlement is unfair, inadequate, or unreasonable.
DO NOTHING	Get no payment. Give up your rights to ever sue the Defendant about the legal claims in this case.

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

WHAT THIS NOTICE CONTAINS:

BASIC INFORMATION

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

WHO IS IN THE SETTLEMENT?

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

SETTLEMENT BENEFITS

8. What does the Settlement provide?
9. What can I get from the Settlement?
10. What am I giving up to stay in the Class?

HOW TO GET A PAYMENT

11. How can I get a payment?
12. When will I get my payment?

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?
14. If I exclude myself, can I still get a payment?

OBJECTING TO THE SETTLEMENT

15. How can I tell the Court if I do not like the Settlement?
16. What is the difference between objecting and excluding?

THE LAWYERS REPRESENTING YOU

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

THE COURT'S FAIRNESS HEARING

19. When and where will the Court decide whether to approve the Settlement?
20. Do I have to come to the hearing?
21. May I speak at the hearing?

IF YOU DO NOTHING

22. What happens if I do nothing at all?

GETTING MORE INFORMATION

23. How do I get more information?

BASIC INFORMATION**1. Why is there a notice?**

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

The Court overseeing this case is the United States District Court for the Central District of California, the Honorable Dolly M. Gee presiding (the “Court”). The case is called *Birbrower et al. v Quorn Foods, Inc.*, Civil Action No. 16-cv-01346-DMG-AJW.

The individual who sued, Kimberly Birbrower, is called the Plaintiff. The company she sued, Quorn Foods, Inc. (“Quorn”), is called the Defendant.

2. What is this lawsuit about?

The lawsuit alleges that Quorn failed to adequately disclose that the “Mycoprotein” used in its products is a mold (member of the fungi family). Plaintiff further alleges the following statement on the labels of Quorn’s products is false and misleading: “*Quorn [products] are made with mycoprotein (“myco” is Greek for “fungi”) and are completely meatless and soy-free. There are believed to be over 600,000 varieties of fungi in the world, many of which are among the most sought after foods like varieties of mushroom, truffles, and morels.*” Plaintiff contends this statement misleadingly suggests that Quorn Products are made from mushrooms, truffles or morels, as opposed to mold. Quorn denies Plaintiff’s allegations and disputes that the quoted language was intended to, or actually does, convey the information Plaintiff suggests.

Quorn denies any and all wrongdoing of any kind whatsoever, and denies any liability to Plaintiff and to the Settlement Class. For a copy of Plaintiff’s First Amended Complaint, please visit the Settlement Website, www.QuornFoodsSettlement.com.

3. Why is this a class action?

In a class action, one or more people, called “Class Representative(s),” sue on behalf of people they contend have similar claims. All these people are grouped into a proposed “Class” and are referred to as “Class Members,” except for those who exclude themselves from the Class if the proposed Class is certified. Plaintiff Kimberly Birbrower is the Class Representative in this case. The Court oversees this class action.

4. Why is there a Settlement?

The parties participated in a mediation with a well-respected mediator and after fully evaluating Plaintiff’s claims, Defendant’s defenses, and their respective chances of success, determined that a mutually agreeable resolution is in everyone’s best interests. The Class Representative and her attorneys think the Settlement and the benefits it provides is best for everyone who is affected given the risks and costs of further litigation. The Defendant is not admitting it did anything wrong and it likewise wants to avoid the cost of further litigation. The Court has not decided the case in favor of the Plaintiffs or the Defendant. For a full copy of the Settlement, please visit the Settlement Website, www.QuornFoodsSettlement.com.

WHO IS IN THE SETTLEMENT?**5. How do I know if I am in the Settlement?**

The Settlement Class includes all persons in the United States who purchased Quorn Products in the United States for personal or household consumption (and not for resale) during the time-period **January 26, 2012** through **December 14, 2016** (the “Class Period”).

Excluded from the Settlement Class are:

- (a) Quorn, its related entities, parent companies, subsidiaries, and affiliates, and their respective officers, directors, and employees;
- (b) All persons claiming to be subrogated to the rights of Class Members;
- (c) Individuals and /or entities who validly and timely opt-out of the Settlement;
- (d) Individual who previously have released their claims against Quorn;

- (e) Individuals who assert claims for personal injuries arising from their purchase and consumption of Quorn Products; and
- (f) Any judge to whom this matter is assigned, and his or her immediate family (spouse, domestic partner, or children).

6. Which Products are included in the Settlement?

All Quorn products sold in the United States. For a full list of eligible Quorn Products in the Settlement, please visit the Settlement Website, www.QuornFoodsSettlement.com.

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

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreement, you should visit the Settlement Website, www.QuornFoodsSettlement.com, or call the toll-free number, 1-800-399-9796.

SETTLEMENT BENEFITS

8. What monetary payments does the Settlement provide?

Settlement Class Members who timely submit valid Claim Forms are entitled to receive a cash payment as part of the Settlement.

- a. **If You Have A Receipt That Shows You Purchased A Quorn Product:** Settlement Class Members who have itemized receipts for their purchases of Quorn Products during the Class Period can receive a **full 100% refund** of the actual amount paid for their Quorn Products as reflected on the receipt, with no limit on the total amount of the refunds that may be claimed.
- b. **If You Do Not Have A Receipt:** Settlement Class Members who do not have receipts for their purchases of Quorn products can receive up to **\$200.00** in refunds by submitting a credit or debit card statement, or non-itemized receipt, showing charges at a store where Quorn Products were sold during the Class Period. Under this option, you must submit a Claim Form, identify the months in which you made Quorn Product purchases, and attest under *penalty of perjury* that the information you are providing is true and correct to the best of your knowledge. You will get **\$5.00** for each month in which you submit a credit or debit card statement, or non-itemized receipt, showing you made purchases at a store where Quorn Product were sold, up to a total of **\$40.00** per year for each year of 5-year Class Period, for a total of **\$200.00**.

Based on the total number of Quorn Products sold during the Claims Period and the average sales price of each product, Plaintiff estimates the total amount paid by the Class for Quorn Products during the Class Period may be as high as \$120,000,000.00.

The Settlement also provides that Quorn is separately responsible for the payment of: (a) any Attorneys' Fees and Expenses awarded by the Court to Class Counsel for its work in this matter; (b) any Incentive Awards approved by the Court to the Class Representative for her time and effort in this matter; and (c) any administration costs incurred by the Court-appointed Claims Administrator. Please note that Quorn's payment of any Attorneys' Fees, Expenses, Incentive Awards and Administration Costs approved by the Court WILL NOT in any way reduce the refunds or other monetary benefits available to the Class under this Settlement.

9. What non-monetary benefits does the Settlement provide?

As part of the Settlement, Quorn has agreed that the "Allergic Consumers" section on the back label and/or side label of Quorn Products will be moved from its current location and will be prominently placed at or near the top of the back and/or side label (as applicable). The statement in the "Allergic Consumers" section will be modified to state: "There have been rare cases of allergic reactions to products that contain mycoprotein, a mold (member of the fungi family). Mycoprotein is high in protein and fiber which may cause intolerance in some people. [¶] We do not use any ingredients derived from genetically modified sources in this product."

Quorn has also agreed to remove from its product labels, advertising and website the following statement: “*There are believed to be over 600,000 varieties of fungi in the world, many of which are among the most sought after foods like varieties of mushroom, truffles, and morels.*” Quorn has also agreed not to use that statement or its functional equivalent in any future advertising.

The above-described label changes will only be required to be made to Quorn Products manufactured after the Effective Date of this Settlement and imposes no obligation on Quorn to withdraw current Quorn products from retailers.

10. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement, you cannot sue the Defendant, continue to sue, or be part of any other lawsuit against the Defendant about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The Release is described more fully in the Settlement Agreement and describes exactly the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, www.QuornFoodsSettlement.com.

HOW TO GET A PAYMENT

11. How can I get a payment?

To receive a payment from the Settlement, you must complete and submit a timely Claim Form and provide any required supporting documentation. You can complete your Claim Form and submit the required supporting documentation online at the Settlement Website, www.QuornFoodsSettlement.com. The Claim Form can be downloaded from the Settlement Website, as well. You can also request a Claim Form be sent to you by sending a written request to the Settlement Administrator by mail or email, or by calling toll-free.

MAIL: Quorn Foods Settlement
C/O Atticus Administration
P.O. Box 582959
Minneapolis, MN 55458

EMAIL: info@QuornFoodsSettlement.com

PHONE: 1-800-399-9796

If you intend to mail in your Claim, please read the instructions carefully, and make sure to mail it postmarked no later than **[INSERT DATE]** to: Quorn Foods Settlement, Class Administrator Atticus Administration, PO Box 582959, Minneapolis, MN 55458, or submit your Claim Form online at the Settlement Website, www.QuornFoodsSettlement.com, by **[INSERT DATE]**.

If you do not submit a valid Claim Form by the deadline, you will not receive a payment.

12. When will I get my payment?

Payments will be mailed, or made available online to Settlement Class Members who send in valid and timely Claim Forms after the Court grants “final approval” to the Settlement and after any and all appeals are resolved. If the Court approves the Settlement after a hearing on **[INSERT DATE]**, there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from the Settlement, and you want to keep the right to sue or continue to sue the 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 it is sometimes referred to as “opting out” of the Settlement Class.

13. How do I get out of the Settlement?

To exclude yourself (or “Opt-Out”) from the Settlement, you must complete and mail to the Settlement Administrator a written request that includes the following:

- Your name and address;
- The name of the case: *Birbrower v Quorn Foods Inc.*, Case No. 16-cv-01346-DMG-AJW (C.D.CA.);
- A statement that you want to be excluded from this Settlement; and
- Your signature.

You must mail your exclusion request, postmarked no later than **[Insert Date]** to:

Quorn Foods Settlement
C/O Atticus Administration
Attn: Exclusion Requests
PO Box 3999796
Minneapolis, MN 55458

If you don’t include the required information or submit your request for exclusion on time, you will remain a Settlement Class Member and will be bound by the Settlement’s release of claims.

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

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

OBJECTING TO THE SETTLEMENT

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

A Settlement Class Member may object to the Agreement pursuant to Section VII Section A of the Agreement. A Settlement Class Member may object to the Agreement either on his or her own without an attorney, or through an attorney hired at his or her expense. Any objection 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 Quorn Counsel, at the addresses set forth below, no later than **[INSERT DATE]**. Any objection shall contain a caption or title that identifies it as "Objection to Class Settlement in *Birbrower v Quorn Foods, Inc.*, Case No. 16-cv-01346-DMG-AJW (C.D.CA.)."

Any objection must contain information sufficient to identify and contact the objecting Settlement Class Member (and 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.

Any objection must also include documents sufficient to establish the basis for the objector’s standing as a Settlement Class Member, including (i) a completed and signed Claim Form and (ii) a receipt reflecting a purchase of a Quorn Product in the United States during the Class Period or a credit or debit card statement, or non-itemized receipt, indicating that purchases were made from a store selling Quorn Products in the United States during the Class Period.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Class Counsel and Defendant’s Counsel no later than **[INSERT DATE]** at the following addresses:

Court	Class Counsel	Defense Counsel
The United States District Court for the Central District of California The Hon. Dolly M. Gee 350 West 1 st Street Courtroom 8C Los Angeles, CA 90012-4565	Jason M. Frank, Esq. Scott H. Sims, Esq. Frank Sims & Stolper LLP 19800 MacArthur Blvd. Suite 855 Irvine, CA 92612 With an electronic copy to Eric F. Yuhl, Esq. of Yuhl Carr LLP at eyuhl@yuhlcarr.com	Eric Y. Kizirian, Esq. Lewis Brisbois Bisgaard & Smith, LLP 633 West 5 th Street Suite 4000 Los Angeles, CA 90071

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. A person who files an objection can still submit a Claim Form and if his or her objection is overruled, may still receive benefits under the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you. Excluding yourself from the Settlement also means that you cannot submit a Claim and you are not entitled to any of the monetary benefits available under the Settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court has appointed the lawyers and firms listed herein as "Class Counsel," meaning that they were appointed to represent all Settlement Class Members: Jason M. Frank and Scott H. Sims of Frank Sims & Stolper LLP, and Eric F. Yuhl and Colin A. Yuhl of Yuhl Carr, LLP. Class Counsel can be reached at (949) 201-2400.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel intends to file a motion on or before [INSERT DATE] seeking \$1,350,000.00 in Attorneys' Fees and Expenses. Any fees and expenses awarded by the Court will be paid by Defendant from the Settlement. Any Attorneys' Fees and Expenses awarded will not affect the amount paid to the Settlement Class Members. The Court will determine the amount of any fees and expenses to award.

Class Counsel will also request that a \$5,000.00 incentive award be paid by Defendant from the Settlement to the Class Representative, Ms. Birbrower, who helped the lawyers on behalf of the whole Class. The Court will determine the amount of any incentive award. Any incentive award to Plaintiff will not affect the amount paid to Settlement Class Members.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on [INSERT INFORMATION ON FAIRNESS HEARING]

At the Fairness Hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate. The Court will also consider the fee award for Class Counsel and the incentive award amount to be paid to the Class Representative. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you may nevertheless attend the hearing at your own expense. 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 to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear." In your letter, you must include the following:

- Your name, address, and telephone number;
- The name, address, and telephone number of any lawyer(s) who will be appearing on your behalf at the Fairness Hearing;
- The name of the case *Birbrower v Quorn Foods, Inc.*, Case No. 16-cv-01346-DMG-AJW
- Your signature and, if you have one, your lawyer's signature; and
- Any papers, exhibits or other evidence you wish to present to the Court.

Your Notice of Intent to Appear must be filed with the Court no later than [INSERT DATE].

IF YOU DO NOTHING

22. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can review a complete copy of Settlement Agreement and other information at the Settlement Website, www.QuornFoodsSettlement.com. If you have additional questions or want to request a Claim Form, you can visit the Settlement Website, www.QuornFoodsSettlement.com. You can also write to the Settlement Administrator by mail or email, or call toll-free.

MAIL: Quorn Foods Settlement
C/O Atticus Administration
PO Box 399976
Minneapolis, MN 55458

EMAIL: info@QuornFoodsSettlement.com

PHONE: 1-800-399-9796

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

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.

**Quorn™ Foods Settlement
CLAIM FORM**

CLAIM FORM INSTRUCTIONS

If you believe you are an eligible Quorn Foods Settlement Class Member and you wish to apply for a refund, you must complete and submit a valid Claim Form to the Claims Administrator by **[INSERT DATE]**. You may be eligible to recover monetary benefits under this Settlement if you purchased Quorn food products in the United States during the Class Period of **January 26, 2012 through December 14, 2016**. A list of Quorn Products is provided below:

Quorn Grounds (12x340g USA), Quorn Patties (12x300g USA), Quorn Nuggets (12x300g USA), Quorn Garlic & Herb Cutlets (12x200g USA), Quorn Gruyere Cheese Cutlet (10x220g USA), Quorn Tenders (12x340g USA), Quorn Chs Cran Escalope (10x240g USA), Quorn Classic Burger (12x240g USA), Quorn Cutlets (12x276g USA), Quorn Balls USA (12x300g), Quorn Roast (12x454g USA), Quorn Turkey Burger (12x280g USA), Quorn Cheese Burger (12x240g USA), Quorn Chik'n Style Patties (12x900g USA), Quorn Vegan Burger (12x240g USA), Quorn Roast (12x454g USA), Quorn Chikn Salsa Burr (12x60z (173g) USA), Quorn Chip Chikn Burr (12x60z (173g) USA), Quorn Spag & Balls (12x9oz (254g) USA), Quorn Chilli (12x9oz (254g) USA), Quorn Kung Pao (12x9oz (254g) USA), Quorn Patties (12x300g USA Promo), Quorn Nuggets (12x300g USA Promo), Quorn Classic Burger (12x240g USA), Quorn Cheese Burger (12x240g USA), Quorn Turkey Burger (12x280g USA), Quorn Chikn Salsa Burr (12x60z (173g) USA), Quorn Chip Chikn Burr (12x60z (173g) USA), Quorn Classic Burger (12x240g USA Pro), Quorn Turkey Burger (12x280g USA Pro), Quorn Cutlets (12x276g USA Pro), Quorn Balls USA (12x300g Non AYE), Quorn Classic Burger (12x240g USA AYEFree), Quorn Jalapeno Popper Cutlet (10x240g USA), Quorn Italian Chk Wings/Bites (12x300g USA), Quorn Buffalo Chk Wings/Bites (12x300g USA), Quorn Tenders (12x340g USA AYE Free), Quorn Sausage Links (12x228g USA), Quorn Sausage Patty (12x222g), Quorn Nuggets (12x300g USA), Quorn Cutlets (12x276g USA), Quorn Patties (12x300g USA), Quorn Holiday Roast Pack (6x1.1Kg USA), Quorn Gourmet Burger (12x320g USA), Quorn Quarter Pound Burger (12x227g USA), Quorn Gruyere Cheese Cutlet (10x220g USA), Quorn Nuggets (12x360g USA (20% free)), Quorn Nuggets (12x907 USA Club), Quorn Patties (12x300g USA Whey Recipe), Quorn Nuggets (12x300g USA Whey Recipe), Quorn Roast (12x454g USA Egg Reduced), Quorn Nuggets (8x300g USA), Quorn Patties (8x300g USA), Quorn Cutlets (8x276g USA), Quorn Gourmet Burger (8x320g USA), Quorn Bacon Style Strips (12x150g USA), Quorn Vegan Cutlet (12x252g USA), Quorn Nuggets (12x360g USA (20% free)), Quorn Nuggets (8x360g USA (20% free)), Quorn Patties (8x300g USA), Quorn Grounds (4x2.268Kg USA), Quorn Tenders (4x2.268Kg USA), Quorn Vegan Hot&Spicy Patties (12x264g USA), Quorn Vegan Breaded Cutlet (8x200g USA), Quorn Vegan Tenders (12x300g USA), Quorn Fajita Strips (USA 12x300g), Quorn Beef Strips (USA 12x300g), Quorn Pesto & Mozz Cutlet (10x240g USA), Quorn Nuggets (32oz 12x907 USA Club), QuornSS Gourmet Pub Cheeseburger (12x167g), Quorn Nuggets (5x360g USA), Quorn Nuggets (1x13607g (30lb) USA), Quorn Chick Patties (12x900g (31.8oz) USA), Quorn Roast (10x454g USA), Quorn burger in bun (8x167g USA).

Please read the full Notice of Class Action Settlement for further details, which is available at the Settlement Website **www.QuornFoodsSettlement.com**.

Claim Forms can be completed and submitted via the Settlement Website at
www.QuornFoodsSettlement.com.

You may also complete the following Claim Form and submit it to the Claims Administrator via Mail or Fax:

MAIL ADDRESS	FAX NUMBER
Quorn Foods Settlement c/o Atticus Administration PO Box 582959 Minneapolis, MN 55458	1 (800) 399-9796

CLAIM FORM SUBMISSION DEADLINE

- All Claim Forms submitted via the Settlement Website or Fax must be on or before **[INSERT DATE]**
- All Claim Forms submitted via Mail must be postmarked no later than **[INSERT DATE]**.

INSTRUCTIONS FOR COMPLETING THE FORM

Please read and follow the Claim Form instructions below and complete the applicable sections.

There can only be one Claim Form submitted per Class Member. Make sure you complete all sections in the Claim Form submitted.

Quorn™ Foods Settlement CLAIM FORM

For a Claim Form submission to be processed, you must provide all the required information and documentation as instructed in each Claim Form section. In addition, you must sign and date the Claim Form before submitting it. For Claim Forms submitted via the Settlement Website, you will be asked to provide an electronic signature.

SECTION A – CLAIMANT INFORMATION

Please complete all the fields in Section A of the Claim Form, providing your Name and current Contact Information.

SECTION B – MONETARY REMEDIES: TYPE 1 AND TYPE 2

Please answer the questions in Section B of the Claim Form depending on the type of monetary remedies you are requesting.

There are two types of monetary remedies a you may be eligible for based upon the type of Proof of Purchase documentation you provide. Per the Settlement Agreement, the monetary remedies available are as follows:

TYPE 1 – ‘PROOF OF PURCHASE RECEIPT’ – FULL REFUND

Proof of Purchase Receipt

A ‘Proof of Purchase Receipt’ is an itemized store receipt that specifically identifies the purchase of a Quorn Product, the date of purchase, and the actual amount paid.

Type 1 Monetary Remedy – Full Refund

If you submit a valid Claim Form with a “Proof of Purchase Receipt,” you will receive a **full refund** equal to the actual amount(s) you paid for all purchases of a Quorn Products during the Class Period (January 26, 2012 through December 14, 2016) that are identified on the Proof of Purchase Receipt(s).

TYPE 2 – ‘ALTERNATIVE PROOF OF PURCHASE’ – MAXIMUM \$5.00 PER MONTH

Alternative Proof of Purchase Documents

If you do not have an itemized receipt, you can still obtain monetary remedies if you submit an “Alternative Proof of Purchase” document. “Alternative Proof of Purchase” means a credit or debit card statement, or a non-itemized receipt, that shows you made purchases at a store where Quorn Products were sold during the month(s) in which you claim to have purchased Quorn Products.

You must submit an Alternative Proof of Purchase document for each month in which you are seeking the “\$5.00 Per Month” remedy.

For credit and bank card statements, you may redact certain information, account numbers and/or charges unrelated to Quorn Products. However, your name and address as it appears on the credit and bank card statement must be left un-redacted. The Claims Administrator will keep all information on your credit card and debit card statements confidential. The statements will be destroyed by the Claims Administrator after all Claims are paid pursuant to the terms of the Settlement.

Type 2 Monetary Remedy - \$5.00 Per Month with Annual Cap of \$40.00 for Each Year of 5-Year Class Period

If you submit a valid Claim Form with “Alternative Proof of Purchase” documentation, you will receive **\$5.00** for each month in which you provide an Alternative Proof of Purchase document, *up to* a cap of **\$40.00** per year for each year of the 5-year Class Period (for a maximum possible total of **\$200.00**.)

YOU MUST verify the information in your Claim Form is true and accurate by signing sign and date the Attestation under penalty of perjury in Section C. If you have questions about this Claim Form or about the Quorn Foods Settlement in general, please visit the website at www.QuornFoodsSettlement.com. You may also contact the Settlement Administrator via email: info@QuornFoodsSettlement.com or call toll-free at 1 (800) 399-9796.

<p><u>Must be received online or postmarked if mailed no later than [REDACTED], 2017.</u></p>	<p>Quorn Foods Settlement www.QuornFoodsSettlement.com</p> <p>1 (800) 399-9796 Quorn Foods Settlement c/o Atticus Administration PO Box 582959 Minneapolis, MN 55458</p>	<p>All sections of the Claim Form must be completed.</p>
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You can also file a claim via the Settlement Website at **www.QuornFoodsSettlement.com**.

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

First Name

[illegible]

M.I.

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Last Name

[illegible]

Street Address

[illegible]

City

[illegible]

State

--	--

Zip Code

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Preferred Phone Number

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Email Address

[illegible]

[CONTINUE TO “SECTION B” ON NEXT PAGE]

**Quorn™ Foods Settlement
CLAIM FORM**

SECTION B – REQUEST FOR MONETARY REMEDIES

Please check the type(s) of Monetary Remedy that you are requesting.

- ☐ **FULL REFUND - Proof of Purchase Receipt:** If you have an itemized receipt or receipts showing you purchased Quorn Product(s) in the United States during the Class Period (**January 26, 2012** through **December 14, 2016**), then you will be entitled to a **full refund** of the amount you paid for the Quorn Product(s) as reflected on the receipt(s).

If you are submitting a claim for a **full refund**, then you must answer the following questions:

1. How many receipts are you submitting with this Claim Form?
2. What is total amount of money you paid for Quorn Products as indicated on the receipts? \$

Please remember, you must submit a copy of the itemized receipt(s) with this completed Claim Form to receive a **full refund**. To help process your claims, please circle or highlight the purchases of Quorn Products on your receipt(s).

- ☐ **\$5.00 PER MONTH – Alternative Proof of Purchase:** If you have an Alternative Proof of Purchase document (*i.e.*, a credit or debit card statement, or a non-itemized receipt) showing you made purchases at a store that sold Quorn Products during the Class Period (**January 26, 2012** through **December 14, 2016**), you may obtain **\$5.00 Per Month** for each month in which you provide an Alternative Proof of Purchase document up to a cap of **\$40.00 per year** for each year of five-year class period (for a total of **\$200.00**).

To obtain the “**\$5.00 Per Month**” remedy, you must submit an “Alternative Proof of Purchase” document (*i.e.*, a credit or debit card statement, or a non-itemized receipt) for each Month in which you are seeking the “**\$5.00 Per Month**” remedy.

If you are submitting a claim for the “**\$5.00 Per Month**” remedy, then you must answer the following questions:

1. Number of Alternative Proof of Purchase documents you are submitting with this Claim Form?
2. For each purchase identified above, do you verify, under penalty of perjury, that you actually purchased a Quorn Product at that store during the month and year indicated?
☐ YES ☐ NO

Please remember, you must submit a copy of the Alternative Proof of Purchase document with this completed Claim Form to receive the “**\$5.00 Per Month**” remedy.

To help process your claims, please circle or highlight the transactions on the credit or debit card statement showing you made purchases a store that sells Quorn Products.

[CONTINUE TO “SECTION C” ON NEXT PAGE]

**Quorn™ Foods Settlement
CLAIM FORM**

SECTION C – ATTESTATION UNDER PENALTY OF PERJURY

I declare, under penalty of perjury, the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased Quorn Food Products in the United States during the Class Period of **January 26, 2012** through **December 14, 2016** for personal or household consumption and not for resale. I understand my Claim Form may be subject to audit, verification, and Court review.

Claimant Signature

Date

Print Claimant Name

Please note that you will not be eligible to receive any settlement benefits unless you sign above.

EXHIBIT 2

Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide **2010**

Major Checkpoints

- ☐ ***Will notice effectively reach the class?***
The percentage of the class that will be exposed to a notice based on a proposed notice plan can always be calculated by experts. A high percentage (e.g., between 70–95%) can often reasonably be reached by a notice campaign.
- ☐ ***Will the notices come to the attention of the class?***
Notices should be designed using page-layout techniques (e.g., headlines) to command class members' attention when the notices arrive in the mail or appear on the Internet or in printed media.
- ☐ ***Are the notices informative and easy to understand?***
Notices should carry all of the information required by Rule 23 and should be written in clear, concise, easily understood language.
- ☐ ***Are all of the rights and options easy to act upon?***
There should be no unnecessary hurdles that make it difficult for class members to exercise their rights to opt out, object, submit a claim, or make an appearance.

Before Certification/Preliminary Settlement Approval

- ☐ ***Can any manageability problems from notice issues be overcome?***
Consider potential problems in reaching and communicating with class members—e.g., language barriers, class size, geographic scope—and whether a notice plan will be able to overcome such problems.
- ☐ ***Can a high percentage of the proposed class be reached (i.e., exposed to a notice)?***
Consider the breakdown of known and unknown class members, the age of any mailing lists, and the parties' willingness to spend necessary funds to fully reach the class.
- ☐ ***Is it economically viable to adequately notify the class?***
If the cost to reach and inform a high percentage of the class is not justified by a proposed settlement, an opt-out class may not be appropriate. Inability to support proper notice may also be evidence that the settlement is weak.
- ☐ ***Will unknown class members understand that they are included?***
If a well-written notice will leave class members in doubt as to whether they are included, consider whether the class definition, or the class certification, is appropriate.

Upon Certification/Preliminary Settlement Approval

- ☐ ***Do you have a “best practicable” notice plan from a qualified professional?***
A proper notice plan should spell out how notice will be accomplished, and why the proposed methods were selected. If individual notice will not be used to reach everyone, be careful to obtain a first-hand detailed report explaining why not. See “Notice Plan” section below.

Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide **2010**

☐ ***Do you have unbiased evidence supporting the plan's adequacy?***

Be careful if the notice plan was developed by a vendor who submitted a low bid and might have incentives to cut corners or cover up any gaps in the notice program. In order to find the "best practicable" notice as Rule 23 requires, your own expert report may be advisable. This is especially true in the diminished adversarial posture in which settlement places the parties. It is also true at preliminary approval, before outsiders are aware of the proposed notice plan, which itself may limit the parties' awareness, in turn impacting your final approval decision.

☐ ***Have plain language forms of notice been created?***

Draft forms of the notices should be developed, in the shape, size, and form in which they will actually be disseminated, for your approval before authorizing notice to the class. See "Notice Documents" below.

☐ ***Will a qualified firm disseminate notice and administer response handling?***

There are many experienced firms that compete for administration of notice dissemination and claims and response handling. Appointing a qualified firm is important because errors may require re-notification, drain funds, delay the process, and threaten recognition of your final judgment.

Notice Plan

☐ ***Is the notice plan conducive to reaching the demographics of the class?***

The notice plan should include an analysis of the makeup of the class. There may be more women than men; it may skew older; it may be less educated than average. Each audience can be matched with the most efficient and effective methods of notice for reaching those people.

☐ ***Is the geographic coverage of the notice plan sufficient?***

Notice for a class action should take steps to reach people wherever they may be located, and also take into account where most class members reside.

☐ ***Is the coverage broad and fair? Does the plan account for mobility?***

Class members choose to live in small towns as well as large cities. Be careful with notice exclusively targeted to large metropolitan newspapers. Class members move frequently (14–17% per year according to the U.S. Census Bureau), so purchasers in one state may now reside in another.

☐ ***Is there an extra effort where the class is highly concentrated?***

Evidence may show that a very large portion of class members reside in a certain state or region, and notice can be focused there, while providing effective, but not as strong, notice elsewhere.

☐ ***Does the plan include individual notice?***

If names and addresses are reasonably identifiable, Rule 23(c)(2) requires individual notice. Be careful to look closely at assertions that mailings are not feasible.

☐ ***Did you receive reliable information on whether and how much individual notice can be given?***

Consider an expert review of the information you have been provided regarding the parties' ability to give individual notice. The parties may have agreed to submit a plan that does not provide sufficient individual notice in spite of the rule.

Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide **2010**

- ***Will the parties search for and use all names and addresses they have in their files?***
If the parties suggest that mailings are impracticable, look to distinguish between truly unreasonable searches (e.g., the defendant has nuggets of data that could be matched with third-party lists by a new computer program and several man-years) and situations where a search would be difficult but not unreasonably burdensome (e.g., lists reside directly in the defendant's records but are outdated or expensive to mail to because of the volume). Rule 23 generally requires the latter.
- ***Will outdated addresses be updated before mailing?***
The plan should detail steps to update addresses before mailing, including postal service change-of-address records, and third-party address databases if the list is very old. Watch out for potentially ineffective "last known address" mailings.
- ***Has the accuracy of the mailing list been estimated after updating efforts?***
Look for information that indicates how accurate the mailing addresses will be after the planned address updating effort.
- ***Has the percentage of the class to be reached by mail been calculated?***
The parties should be able to indicate how great a percentage of the overall class will be reached by individual notice, so that the extent of any necessary additional notice can be determined.
- ***Are there plans to re-mail notices that are returned as undeliverable?***
Even after updating addresses before mailing, mail will be returned as undeliverable. Further lookup tactics and sources are often available, and it is reasonable to re-mail these notices.
- ***Will e-mailed notice be used instead of postal mailings?***
If available, parties should use postal mailing addresses, which are generally more effective than e-mail in reaching class members: mail-forwarding services reach movers, and the influx of "SPAM" e-mail messages can cause valid e-mails to go unread. If e-mail will be used—e.g., to active e-mail addresses the defendant currently uses to communicate with class members—be careful to require sophisticated design of the subject line, the sender, and the body of the message, to overcome SPAM filters and ensure readership.
- ***Will publication efforts combined with mailings reach a high percentage of the class?***
The lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%. A study of recent published decisions showed that the median reach calculation on approved notice plans was 87%.
- ***Are the reach calculations based on accepted methodology?***
An affiant's qualifications are important here. Reach calculation methodology is commonly practiced in advertising and media-planning disciplines. Claims administrators are often accountants by training and may lack personal knowledge or the training to conduct reach analyses.
- ***Is the net reach calculation thorough, conservative, and not inflated?***
Circulation figures for separate dissemination methods cannot simply be added to determine reach. Total audience must be calculated for each publication and the net must be calculated for a combination of publications. Be sure the reach calculation removes overlap between those people exposed to two or more dissemination methods (e.g., a person who receives a mailing may also be exposed to the notice in a publication).

Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide **2010**

☐ ***Do the reach calculations omit speculative reach that only might occur?***

Watch for estimated reach calculations that are based in part on speculative notice that might occur, e.g., news coverage about the lawsuit or settlement. Often, these news articles do not ultimately explain class members' rights, and the content is not in the court's control.

☐ ***Is any Internet advertising being measured properly?***

Audiences of Internet websites are measured by "impressions." Total, or "gross," impressions of the entire website do not reveal how many people will view the notice "ad" appearing periodically on a particular page. Inflated audience data via Internet ads is common. It is very expensive to reach a significant percentage of a mass audience with Internet banner ads. Watch for suggestions that Internet ads and social network usage can replace all other methods. Reach, awareness, and claims will likely be very low when such a program is complete.

☐ ***Is non-English notice necessary?***

Consider the demographics of the class to determine whether notice is necessary in Spanish or another language. The number of class members whose native language is not English should guide you on whether to actively disseminate notice in other languages, or to simply make foreign language notices available at a website.

☐ ***Does the notice plan allow enough time to act on rights after notice exposure?***

Class members need time to receive a notice by mail or in a publication. A minimum of 30 days is necessary from completed dissemination before deadlines, with 60–90 days preferred. This allows for re-mailings, fulfillment of requests for more information, and consideration of rights and options.

☐ ***Will key documents be available at a neutral website?***

Class members should have access to information beyond the notice. Besides the summary notice and detailed notice (following the FJC examples at www.fjc.gov), it is reasonable to post the following documents at a neutral administrator's website dedicated to the case: the plaintiffs' complaint, the defendants' answer, your class-certification decision (in the event of a class certified for trial), and the settlement agreement and claim form (in the event of a settlement). Other orders, such as your rulings on motions to dismiss or for summary judgment, should ordinarily be made available as well.

☐ ***Can the class get answers from a trained administrator or from class counsel?***

Even the best notice will generate questions from class members. A toll-free number call center, an interactive website staffed by trained administrators, and class counsel who are accessible to the people they represent are reasonable steps to help class members make informed decisions.

Notice Documents (also see Plain Language Notice Guide, below)

☐ ***Have you approved all of the forms of the notices?***

Before authorizing the parties to begin disseminating notices, you should ask for and approve all forms of notice that will be used. This includes a detailed notice; a summary notice; and information that will appear at the website and in any other form, such as an Internet banner, TV notice, and radio notice. See www.fjc.gov for illustrative notice forms for various cases. It is best to see and approve the forms of notice the way they will be disseminated, in their actual sizes and designs.

Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide **2010**

☐ ***Are the notices designed to come to the attention of the class?***

The FJC's illustrative notices, as also described in the accompanying "**Plain Language Notice Guide**," explain how to be sure the notices are "noticed" by the casual-reading class member. With "junk mail" on the rise, and the clutter of advertising in publications, legal notices must stand out with design features long-known to communications pros.

☐ ***Does the outside of the mailing avoid a "junk mail" appearance?***

Notices can be discarded unopened by class members who think the notices are junk mail. A good notice starts with the envelope design, examples of which are at www.fjc.gov.

☐ ***Do the notices stand out as important, relevant, and reader-friendly?***

It is important to capture attention with a prominent headline (like a newspaper article does). This signals who should read the notice and why it is important. The overall layout of the notice will dictate whether busy class members will take time to read the notice and learn of their rights.

☐ ***Are the notices written in clear, concise, easily understood language?***

Required by Rule 23 since 2003, it is also simply good practice to recognize that communicating legal information to laypeople is hard to do.

☐ ***Do the notices contain sufficient information for a class member to make an informed decision?***

Consider the amount of information provided in the notice. Watch for omission of information that the lawyers may wish to obscure (such as the fee request) but that affects class members nonetheless.

☐ ***Do the notices include the Rule 23 elements? Even the summary notice?***

Summary notices, whether mailed or published, encourage readership, and the FJC illustrative notices show that even summary notices can include all elements required by Rule 23(c)(2)(B). But an overly short summary notice, one that mostly points interested readers to a detailed notice, can result in most class members (who read only the summary notice) being unaware of basic rights.

☐ ***Have the parties used or considered using graphics in the notices?***

Depending on the class definition or the claims in the case, a picture or diagram may help class self-identify as members, or otherwise determine whether they are included.

☐ ***Does the notice avoid redundancy and avoid details that only lawyers care about?***

It is tempting to include "everything but the kitchen sink" in the detailed notice. Although dense notices may appear to provide a stronger binding effect by disclosing all possible information, they may actually reduce effectiveness. When excess information is included, reader burnout results, the information is not communicated at all, and claims are largely deterred.

☐ ***Is the notice in "Q&A" format? Are key topics included in logical order?***

The FJC illustrative notices take the form of answers to common questions that class members have in class action cases. This format, and a logical ordering of the important topics (taking care to include all relevant topics) makes for a better communication with the class.

☐ ***Are there no burdensome hurdles in the way of responding and exercising rights?***

Watch for notice language that restricts the free exercise of rights, such as onerous requirements to submit a "satisfactory" objection or opt-out request.

Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide **2010**

☐ ***Is the size of the notice sufficient?***

Consider the balance between cost efficiency and effectiveness. A smaller publication notice will save money, but too small and it will not afford room for a noticeable headline, will not fit necessary information, and will not be readable if using fine print.

Claims Process

☐ ***Is a claims process actually necessary?***

In too many cases, the parties may negotiate a claims process which serves as a choke on the total amount paid to class members. When the defendant already holds information that would allow at least some claims to be paid automatically, those claims should be paid directly without requiring claim forms.

☐ ***Does the claims process avoid steps that deliberately filter valid claims?***

Close attention to the nature of a necessary claims process may help eliminate onerous features that reduce claims by making claiming more inconvenient.

☐ ***Are the claim form questions reasonable, and are the proofs sought readily available to the class member?***

Watch for situations where class members are required to produce documents or proof that they are unlikely to have access to or to have retained. A low claims rate resulting from such unreasonable requirements may mean that your eventual fairness decision will overstate the value of the settlement to the class and give plaintiff attorneys credit for a greater class benefit than actually achieved.

☐ ***Is the claim form as short as possible?***

A long, daunting claim form is more likely to be discarded or put aside and forgotten by recipients. Avoid replicating notice language or injecting legalistic terminology into the claim form which will deter response and confuse class members.

☐ ***Is the claim form well-designed with clear and prominent information?***

Consider whether the claim form has simple, clearly worded instructions and questions, all presented in an inviting design. The deadlines and phone numbers for questions should be prominent.

☐ ***Have you considered adding an online submission option to increase claims?***

As with many things, convenience is of utmost importance when it comes to claims rates. Today, many class members expect the convenience of one-click submission of claims. Technology allows it, even including an electronic signature. Claim forms should also be sent with the notice, or published in a notice, because many will find immediate response more convenient than going to a website.

☐ ***Have you appointed a qualified firm to process the claims?***

You will want to be sure that the claims administrator will perform all “best practice” functions and has not sacrificed quality in order to provide a low price to win the administration business.

Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide **2010**

☐ ***Are there sufficient safeguards in place to deter waste, fraud, and/or abuse?***

The claims process, the claim form itself, and the claims administrator all play roles in ensuring that approved claims are valid claims, so that payments go to class members who meet the criteria. Closely monitoring the process, perhaps through a special master—or at least by requiring the parties to file full reports of claims made—is a good idea.

After Notice/Before Trial or Final Settlement Approval

☐ ***Did the notice plan achieve what it promised?***

Look for evidence that the notice plan reached the class members as well as anticipated.

☐ ***What is the reaction of the class?***

You will want to look at the number and nature of any objections, as well as the number of opt-outs and claims. Special note: waiting for the claims deadline to expire before deciding on final approval ensures that you can look at a full picture of the fairness of the settlement. By so doing you will be able to judge the actual value of the settlement to the class and calculate attorney fees in relation to that value.

☐ ***Have you made sufficient findings in the record?***

Consider, based on the evidence, making detailed findings so as to inhibit appellate review or to withstand a subsequent collateral review of your judgment.

☐ ***Is any subsequent claims-only notice necessary?***

If you find the settlement fair, reasonable, and adequate, but the number of claims is low, you may consider additional notice to the class after final approval.

Federal Judicial Center Plain Language Notice Guide*"Thumbnail" representations of illustrative notices at www.fjc.gov (click on "Class Action Notices Page")***Detailed Notice—First Page**

- Page one is an overall summary of the notice. The objective is to use the fewest words to say the most. It is a snapshot of the case, of the reasons for the notice, and of the rights that class members have.
- The court's name at the top conveys the importance of the notice.
- A headline in a large font captures attention. It conveys what the notice is about and who is included, and it suggests a benefit to reading the entire notice.
- The words in italics below the headline communicate the official nature of the notice and provide a contrast from a lawyer's solicitation. Be sure to avoid a traditional legalistic case caption.
- Short bullet points highlight the nature of the case and the purpose of the notice. Bullet points also communicate who is included, the benefits available (if it is a settlement), and steps to be taken—identifying deadlines to observe. The first page should pique class members' interest and encourage them to read the entire notice.
- The table of rights explains the options available. These are deliberately blunt. Be careful to avoid redundancy with the information inside the notice.
- The first page should prominently display a phone number, e-mail address, or website where the class can obtain answers to questions.
- If appropriate for the class, include a non-English (e.g., Spanish) language note about the availability of a copy of the notice in that language.

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF STATE

**If you bought XYZ Corporation stock
in 1999, you could get a payment from a
class action settlement.**

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

- A settlement will provide \$6,990,000 (17 ½ cents per share if claims are submitted for each share) to pay claims from investors who bought shares of XYZ Corporation stock during 1999.
- The settlement resolves a lawsuit over whether XYZ misled investors about its future earnings; it avoids costs and risks to you from continuing the lawsuit; pays money to investors like you; and releases XYZ from liability.
- Court-appointed lawyers for investors will ask the Court for up to \$3,010,000 (7½ cents per share), to be paid separately by XYZ, as fees and expenses for investigating the facts, litigating the case, and negotiating the settlement.
- The two sides disagree on how much money could have been won if investors won a trial.
- Your legal rights are affected whether you act, or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a payment.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against XYZ, 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 payment. Give up rights.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT XYZSETTLEMENT.COM

PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

WHAT THIS NOTICE**BASIC INFORMATION.....**

1. Why did I get this notice?
2. What is this lawsuit about?
3. What is a class action and who is involved?
4. Why is this lawsuit a class action?

THE CLAIMS IN THE LAWSUIT.....

5. What does the lawsuit complain about?
6. How does MNO answer?
7. Has the Court decided who is right?
8. What are the Plaintiffs asking for?
9. Is there any money available now?

Detailed Notice—Table of Contents

- Organize the topics into different sections and place the information in a logical order.
- A "Q&A" or "Answers to Common Questions" format helps class members find the information that is important to their decision-making process.
- Customize the topics to the facts of the case, but keep the overall notice short: 8–11 pages should be plenty even for complex matters.
- Don't avoid obvious questions (or answers) that class members will have.

Federal Judicial Center Plain Language Notice Guide

“Thumbnail” representations of illustrative notices at www.fjc.gov (click on “Class Action Notices Page”)

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue XYZ, on your own, about the legal issues in this case, then you must take steps to be called excluding yourself—or is sometimes referred to as opting out of the settlement.

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you excluded from *North v. XYZ*. Be sure to include your name, address, telephone number, and signature. You must mail your exclusion request postmarked no later than **Month 00**,

XYZ Exclusions
P.O. Box 0000
City, ST 00000-0000

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit, sue (or continue to sue) XYZ in the future.

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

No. Unless you exclude yourself, you give up any right to sue XYZ for the claims that

Detailed Notice—Inside Content

- Short answers are best. Be sure that the text answers the question being asked and does not “spin” the information in a way to achieve a desired result—e.g., do not use language that encourages class members to accept a proposed settlement.
- Watch for redundant and lengthy information, but also substantive omissions. Be frank and open for better reader comprehension and, as a result, a stronger binding effect.
- Every detail does not belong in the notice, but all rights and options do. Explain settlement benefits and state the fees that the lawyers will seek. Watch for burdensome requirements that might inhibit objections, opt outs, or claims.
- Use plain language. You may closely follow the illustrative models at www.fjc.gov.

Summary Notice

- The summary notice should be short but comprehensive. Refer to all of the requirements of Rule 23 in a simple and clear summary fashion. Follow the FJC models wherever possible.
- The “Legal Notice” banner at the top helps stop a publisher from typesetting the word “advertisement” at the top, which would create a perception that the notice is a solicitation. Do not use the legal case caption style.
- The headline in large font captures the attention of readers who glance at the page. It flags what the notice is about, who is included, and it signals a benefit to be derived by reading the notice.
- The initial paragraphs provide a snapshot of all key information.
- Be sure to explain class membership in a simple way. Consider a graphic to help readers understand that they are included.
- Make a brief but clear reference to the substance of the case and the claims involved.
- Identify clearly what class members could get and how they would get it. These are the most common questions from class members.
- Be sure to include clear references to opt out, objection, and appearance rights. State the amount of the lawyers' fee request.
- Include a prominent reference to the call center and website.

LEGAL NOTICE

If you were exposed to asbestos in Xinsulation, you could get benefits from a class action settlement.

A settlement of a class action lawsuit affects you if you were ever exposed to asbestos in Xinsulation, Xbestos, or other ABC Corporation products. The settlement will pay people who are suffering from an asbestos-related disease, as well as those who were exposed but not sick, who need medical monitoring. If you qualify, you may send in a claim form to ask for payment, or you can exclude yourself from the settlement, or object.

The United States District Court for the District of State authorized this notice. The Court will have a hearing to consider whether to approve the settlement, so that the benefits may be paid.

WHO'S AFFECTED?

Homeowners whose homes have or had Xinsulation (pictured and described to the right) are included in the settlement. Construction workers who installed, or worked around, Xbestos and other ABC products are also included, as described in separate notices. You're a "Class Member" if you were exposed to asbestos fibers in any ABC Corporation products any time before **Month 00, 0000**.

WHAT'S THIS ABOUT?

The lawsuit claimed that ABC made and sold products knowing that the asbestos fibers contained in them posed a danger to the health and safety of anyone exposed to them. The suit claimed that exposure increased the risk of developing Asbestosis, Mesothelioma, Lung Cancer, or other diseases that scientists have associated with exposure to asbestos. ABC denies all allegations and has asserted many defenses. The settlement is not an admission of wrongdoing or an indication that any law was violated.

WHAT CAN YOU GET FROM THE SETTLEMENT?

There will be an Injury Compensation Fund of \$200 million for Class Members who have been diagnosed with an asbestos-related disease, and a \$70 million Medical Monitoring Fund for checking the health of those who were exposed but are not currently suffering from an asbestos-related disease. Compensation for injuries will be in varying amounts for specific diseases:

DISEASE	MINIMUM	MAXIMUM	AVERAGE
MESOTHELIOMA	\$10,000	\$100,000	\$20,000-\$30,000
LUNG CANCER	\$5,000	\$43,000	\$9,000-\$15,000
OTHER CANCER	\$2,500	\$16,000	\$4,000-\$6,000
NON-MALIGNANT	\$1,250	\$13,000	\$3,000-\$4,000

Medical monitoring payments will be \$1,000 or the amount of your actual medical expenses, whichever is greater.

HOW DO YOU GET A PAYMENT?

A detailed notice and claim form package contains everything you need. Just call or visit the website below to get one. **Claim forms are due by Month 00, 0000.** For an injury compensation claim, you'll have to submit a statement from a doctor that describes your current medical condition and confirms that you have one of the diseases in the box above. For a medical monitoring claim, you'll have to show proof of your exposure to an ABC asbestos-containing product.

WHAT ARE YOUR OPTIONS?

If you don't want a payment and you don't want to be legally bound by the settlement, you must exclude yourself by **Month 00, 0000**, or you won't be able to sue, or continue to sue, ABC about the legal claims in this case. If you exclude yourself, you can't get a payment from this settlement. If you stay in the Class, you may object to the settlement by **Month 00, 0000**. The detailed notice describes how to exclude yourself or object. The Court will hold a hearing in this case (*Smith v. ABC Corp.*, Case No. CV-00-1234) on **Month 00, 0000**, to consider whether to approve the settlement and attorneys' fees and expenses totalling no more than \$30 million. You may appear at the hearing, but you don't have to. For more details, call toll free 1-800-000-0000, go to www.ABCSettlement.com, or write to ABC Settlement, P.O. Box 000, City, ST 00000.

1-800-000-0000

www.ABCSettlement.com

Federal Judicial Center Plain Language Notice Guide

“Thumbnail” representations of illustrative notices at www.fjc.gov (click on “Class Action Notices Page”)

Outside of Mailing

- Design the notice to make it distinguishable from “junk mail.”
- A reference to the court’s name (at the administrator’s address) ensures that the class recognizes the notice’s legitimacy.
- “Call-outs” on the front and back encourage the recipient to open and read the notice when it arrives with other mail.
- The call-out on the front (shown on example above) identifies what the notice is about and who is affected. On the back you may highlight the settlement benefits, or the rights involved.
- Use these techniques even if the mailed notice is designed as a self-mailer, i.e., a foldover with no envelope.

Notice Administrator for U.S. District Court
P.O. Box 00000
City, ST 00000-0000

Notice to those who bought XYZ Corp. Stock in 1999.

Jane Q. Class Member
123 Anywhere Street
Anytown, ST 12345-1234

John Q. Investor
P.O. Box 0000
City, ST 00000-0000

Notice Administrator for U.S. District Court

Month 00, 0000

Dear Mr. Investor:

You are listed as an investor in XYZ Corp. stock. Enclosed is a notice about the settlement of a class action lawsuit called *North v. XYZ Corp.*, No. CV 00-5678. You may be eligible to claim a payment from the settlement, or you may want to act on other legal rights. Important facts are highlighted below and explained in the notice:

XYZ Corp. Securities Class Action Settlement

- **Security:** XYZ Corp. common stock (CUSIP: 12345X678)
- **Time Period:** XYZ Corp. stock bought in 1999
- **Settlement Amount:** \$6,990,000 for investors (17½ cents per share if claims are submitted for each share).
- **Reasons for Settlement:** Avoids costs and risks from continuing the lawsuit; pays money to investors like you; allows XYZ Corp. to keep its business.

Cover Letter (when compliance with PSLRA is needed)

- Identify the court’s administrator as the sender—this conveys legitimacy.
- The content should be very short. Remember that this is not the notice.
- A reference in bold type to the security involved flags the relevance of the letter.
- The bullet points track each PSLRA cover letter requirement. Avoid lengthy explanations that are redundant with the notice. Be blunt for clarity.
- The content in the FJC’s PSLRA cover letter can simply be customized for the case at hand. The design encourages interest, reading, and action.

EXHIBIT 3



Call 800-399-9796

FILE A CLAIM

Quorn Foods Settlement

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UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

**If You Purchased Quorn Products in the United States
At Any Time Between January 26, 2012 through December 14, 2016
You May be Eligible to Receive a Payment from a Class Action Settlement**

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

A proposed nationwide Settlement has been reached in a class action lawsuit involving Quorn Foods, Inc. ("Quorn"). In the lawsuit, Plaintiff claims Quorn failed to adequately disclose that the "Mycoprotein" used in its products is a mold (member of the fungi family). Plaintiff further claims certain statements on Quorn's product labels are false and misleading. Quorn denies all wrongdoing and each of Plaintiff's allegations.

If the settlement is approved by the Court, YOU may be eligible to participate in the proposed Settlement if you purchased Quorn Products in the United States at any time during the Class Period of **January 26, 2012 through December 14, 2016**.

The Settlement will provide monetary payments, including **full refunds** for those who qualify. You will need to file a Claim Form to get a payment from the Settlement.

Your legal rights are affected whether you act, or don't act. Read the [Long Notice](#) carefully.

To find out more information on how you can file a claim or to submit your claim online, please click on the following "FILE MY CLAIM".

[FILE MY CLAIM](#)

To learn more about the terms of the proposed Settlement and how your legal rights may be affected, you may read the full [Long Notice](#) or review the [Settlement Documents](#) and answers to the [Frequently Asked Questions](#) provided on this website.





Call 800-399-9796

FILE A CLAIM

Quorn Foods Settlement

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Quorn Foods Long Form Notice

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

If You Purchased Quorn Products in the United States At Any Time Between January 26, 2012 through December 14, 2016 You May be Eligible to Receive a Payment from a Class Action Settlement

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

- A proposed nationwide Settlement has been reached in a class action lawsuit involving Quorn Foods, Inc. (“Quorn”). In the lawsuit, Plaintiff claims Quorn failed to adequately disclose that the “Mycoprotein” used in its products is a mold (member of the fungi family). Plaintiff further claims certain statements on Quorn’s product labels are false and misleading. Quorn denies all wrongdoing and each of Plaintiff’s allegations.
- If the settlement is approved by the Court, YOU may be eligible to participate in the proposed Settlement if you purchased Quorn Products in the United States at any time during the Class Period of **January 26, 2012 through December 14, 2016**.
- The Settlement will provide monetary payments, including **full refunds** for those who qualify. You will need to file a Claim Form to get a payment from the Settlement.
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM BY _____	This is the only way to get a payment.
EXCLUDE YOURSELF _____	Get no payment from the Settlement. This is the only option that allows you to retain your rights and not release claims you may have against Quorn relating

Call 800-399-9796

FILE A CLAIM

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IMPORTANT DATES

[ENTER DATE HERE]	PRELIMINARY APPROVAL ORDER ENTERED
[ENTER DATE HERE]	NOTICE PROGRAM STARTS
[ENTER DATE HERE]	EXCLUSION OR "OPT-OUT" DEADLINE
[ENTER DATE HERE]	CLAIM FILING DEADLINE
[ENTER DATE HERE]	OBJECTION DEADLINE
[ENTER DATE HERE]	FINAL APPROVAL HEARING AT [ENTER TIME]

Browser

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www.quornfoodssettlement.com/file-a-claim

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Call 800-399-9796

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SUBMITTING A CLAIM

There are multiple ways to submit a claim in this settlement as described below. Claims must be filed online, emailed, or postmarked for mail on or before **[INSERT CLAIM DEADLINE DATE]**.

1. You may file your claim **online** by clicking the button below:

FILE MY CLAIM ONLINE

2. You may complete a paper claim form to submit to the Claims Administrator via **Mail** or **Fax**:

MAILING ADDRESS	FAX NUMBER
Quorn Foods Settlement c/o Atticus Administration PO Box 582959 Minneapolis, MN 55458	1 (800) 399-9796

CLAIM FORM SUBMISSION DEADLINE

All claim forms that are submitted via the Settlement Website or Fax must be on or before **[INSERT DATE]**

All claim forms submitted via Mail must be postmarked no later than **[INSERT DATE]**.

INSTRUCTIONS FOR COMPLETING THE FORM

Please read and follow the claim form instructions and complete the applicable sections. There can only be one claim form submitted per Class Member. Make sure that you complete all steps in the claim form submitted. For a claim form submission to be processed, you must provide all the required information and documentation as instructed in each claim form section. In addition, you must sign and date the claim form before submitting it. For claims submitted via the Settlement Website, you will be asked to provide an electronic signature.

FILE A CLAIM PAGE

4



Call 800-399-9796

FILE A CLAIM

Quorn Foods Settlement

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ONLINE CLAIM FILING

SECTION A – CLAIMANT INFORMATION

Please complete all the fields in Section A below, providing your Name and current Contact Information as indicated.

First Name	<input type="text"/>	M.I.	<input type="text"/>
Last Name	<input type="text"/>		
Street Address	<input type="text"/>	APT#	<input type="text"/>
City	<input type="text"/>	State	<input type="text"/>
	<input type="text"/>	Zip	<input type="text"/>
Phone Number	<input type="text"/>	-	<input type="text"/>
	<input type="text"/>	-	<input type="text"/>
Email Address	<input type="text"/>		

QUORN PRODUCTS INCLUDED IN THIS SETTLEMENT

The Quorn Products that may be included on a valid Claim Form per the Settlement Agreement are any Quorn Foods Products purchased during the Class Period of **January 26th, 2012** through **October 31st, 2016**. Please review the Long Form Notice for a full list of Quorn Products.

**CLAIM FORM PAGE**

Online Claim Filing Page – Has the entire Claim Form on just one page that scrolls down. See next slides for continuation of the page.



Call 800-399-9796

FILE A CLAIM

Quorn Foods Settlement

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ONLINE CLAIM FILING

SECTION B – MONETARY REMEDIES: TYPE 1 AND TYPE 2

Please complete the following form for the type of monetary remedies you are requesting. You must attach a copy of the corresponding Type 1 Receipt(s) and Type 2 Alternative Proof of Purchase Document(s) to receive your Monetary Remedy.

There are two types of monetary remedies a you may be eligible for based upon the type of Proof of Purchase documentation you provide. Per the Settlement Agreement, the monetary remedies available are as follows:

PLEASE CHECK THE TYPE(S) OF MONETARY REMEDY THAT YOU ARE REQUESTING



FULL REFUND

Type 1 - Proof of Purchase Receipt: If you have an itemized receipt or receipts showing you purchased Quorn Product(s) in the United States during the Class Period (**January 26, 2012 through December 14, 2016**), then you will be entitled to a full refund of the amount you paid for the Quorn Product(s) as reflected on the receipt(s).

Number of Receipts

* Enter number of receipts you are submitting with your Claim Form.

Estimate Total Amount \$

* Enter the total amount of money you paid for Quorn Products as indicated on the receipt(s).



\$5.00 PER MONTH

Type 2 – Alternative Proof of Purchase: If you have an Alternative Proof of Purchase document (i.e., a credit or debit card statement, or a non-itemized receipt) showing you made purchases at a store that sold Quorn Products during the Class Period (**January 26, 2012 through December 14, 2016**), you may obtain **\$5.00 Per Month** for each month in which you provide an Alternative Proof of Purchase document up to a cap of **\$40.00 per Year** for each year of five-year class period (for a total Maximum Cap of **\$200.00**).

Number of Alternative Proof of Purchase Document(s)

* Enter the number of alternative Proof of Purchase documents you are submitting with your Claim Form.

Attach Documents

* You must attach a copy of the corresponding Type 1 Receipt(s) and Type 2 Alternative Proof of Purchase Document(s) you are claiming above, in order to receive your Monetary Remedy.




I declare, under penalty of perjury, the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased Quorn Food Products in the United States during the Class Period of **January 26, 2012 through December 14, 2016** for personal or household consumption and not for resale. I understand my Claim Form may be subject to audit, verification, and Court review.

[SUBMIT CLAIM](#)

Browser

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← → ↻  www.quornfoodssettlement.com/thank-you-for-submitting-your-claim

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Call 800-399-9796

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 ATTICUS

ONLINE CLAIM FILING

Thank you for submitting your Claim Form.

Thank you for submitting your Claim Form for processing and review. A confirmation email was sent to you at the email address that you provided. If there are any questions regarding your claim form, please contact the Claims Administrator at 1-800-399-9796 or email at info@quornfoodssettlement.com.

For the current status of filed Claims, please check in on the home page for updates. Once the Final Approval Order has been approved and signed, the distribution of payment for valid claims will begin.

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www.quornfoodssettlement.com/settlement-documents

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Call 800-399-9796

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SETTLEMENT DOCUMENTS

This official website is maintained by the Claim Administrator retained and supervised by the Parties. The Settlement Documents provided below were agreed on by the parties and/or ordered by the Court.

Long Form Notice	
Claim Form Instructions	
Claim Form	
Settlement Agreement	
Preliminary Approval Order	
First Amended Complaint	
Final Approval Order	

Downloadable PDFs of documents will be located here.

SETTLEMENT DOCUMENTS PAGE

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← → ↻ www.quornfoodssettlement.com/FAQs #595

Call 800-399-9796 FILE A CLAIM

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FREQUENTLY ASKED QUESTIONS

- BASIC INFORMATION
- WHO IS IN THE SETTLEMENT
- SETTLEMENT BENEFITS
- HOW TO GET A PAYMENT
- HOW TO SUBMIT A CLAIM FORM
- EXCLUDING YOURSELF FROM THE SETTLEMENT
- OBJECTING TO THE SETTLEMENT
- THE LAWYERS REPRESENTING YOU
- THE COURTS FAIRNESS HEARING
- IF YOU DO NOTHING
- GETTING MORE INFORMATION

Each section expands out when you click on it to show the questions underneath and the corresponding answers.

FAQs LANDING PAGE

NOTE: Each Section and Question expands out when you click on it

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← → ↻  www.quornfoodssettlement.com/FAQs-basic-information

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Call 800-399-9796

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FREQUENTLY ASKED QUESTIONS

BASIC INFORMATION

1. Why is there a notice?

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

The Court overseeing this case is the United States District Court for the Central District of California, the Honorable Dolly M. Gee presiding (the "Court"). The case is called Birbrower et al. v Quorn Foods, Inc., Civil Action No. 16-cv-01346-DMG-AJW.

The individual who sued, Kimberly Birbrower, is called the Plaintiff. The company she sued, Quorn Foods, Inc. ("Quorn"), is called the Defendant.

2. What is this lawsuit about?

The lawsuit alleges that Quorn failed to adequately disclose that the "Mycoprotein" used in its products is a mold (member of the fungi family). Plaintiff further alleges the following statement on the labels of Quorn's products is false and misleading: "Quorn [products] are made with mycoprotein ("myco" is Greek for "fungi") and are completely meatless and soy-free. There are believed to be over 600,000 varieties of fungi in the world, many of which are among the most sought after foods like varieties of mushroom, truffles, and morels." Plaintiff contends this statement misleadingly suggests that Quorn Products are made from mushrooms, truffles or morels. as



FAQs page – each section and question can expand or collapse out

FAQs EXPANDED PAGE

NOTE: Each Section and Question expands out when you click on it

Browser

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www.quornfoodssettlement.com/contact-us

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Call 800-399-9796

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CONTACT US

You may contact the Claims Administrator:

BY EMAIL:	info@QuornFoodsSettlement.com
BY MAIL:	Quorn Foods Settlement c/o Atticus Administration PO Box 582959 Minneapolis, MN 55458
BY PHONE:	1 (800) 399-9796
BY FAX:	1 (800) 399-9796

 ATTICUS

CONTACT US PAGE

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Marina del Rey, CA 90292
Telephone: 310.827.2800
Facsimile: 310.827.4200

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KIMBERLY BIRBROWER, an
individual,

Plaintiff,

vs.

QUORN FOODS, INC., a Delaware
Corporation and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.:
2:16-cv-01346-DMG-AJW

**DECLARATION OF KIMBERLY
BIRBROWER IN SUPPORT OF
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: February 3, 2017
Time: 9:30 a.m.
Location: Courtroom 8C

DECLARATION OF KIMBERLY BIRBROWER

I, Kimberly Birbrower, declare as follows:

1. I am the plaintiff and putative class representative in this action. I am over 18 years old. I have personal knowledge of the matters stated herein, and if called to testify thereto would and could do so competently.

2. I have been actively involved with my counsel in prosecuting this lawsuit and in negotiating a potential resolution of it. My lawyers have regularly sought my assistance and have kept me regularly apprised of the developments in the litigation. I have similarly made myself available to counsel to assist them with whatever they have needed related the lawsuit. This has included, but has not been limited to, in-person and telephonic meetings with counsel, responding to emails from counsel, reviewing pleadings, discussing a potential settlement, and evaluating the settlement ultimately reached.

3. I am not aware of any conflicts of interests that I have with unnamed members of the proposed Settlement Class, nor am I aware of my counsel having any conflicts of interest. I believe my interests are the same as all other Class Members and I am seeking the same remedies on behalf of myself and the Class as part of the proposed Settlement.

4. I have retained highly experienced class action counsel to prosecute this action on my behalf and on behalf of the Class.

5. I understand that as a class representative, I must take all necessary actions to protect the interest of class members. I further understand that I have a fiduciary relationship with respect to any class members, whether they be named or unnamed. I will uphold my duties as a class representative and ensure that my attorneys do the same.

6. Without waiving any attorney-client privilege, I can state that I believe the proposed settlement is fair and reasonable and in the best interests of the Class.

1 I declare under penalty of perjury of the laws of the United States of America
2 that the foregoing is true and correct. Executed at Los Angeles,
3 California on January 5, 2017.

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KIMBERLY BIRBROWER
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9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
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12 KIMBERLY BIRBROWER, an
13 individual,

14 Plaintiff,

15 vs.

16 QUORN FOODS, INC., a Delaware
17 Corporation and DOES 1 through 100,
18 inclusive,

19 Defendant.
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CASE NO.:
2:16-cv-01346-DMG-AJW

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

1 WHEREAS, Plaintiff Kimberly Birbrower ("Plaintiff") filed this proposed
2 nationwide class action against Defendant Quorn Foods, Inc. ("Defendant" or "Quorn")
3 on or about January 22, 2016 in California Superior Court;

4 WHEREAS, this case was timely removed to this Court on or about February 26,
5 2016;

6 WHEREAS, Plaintiff filed the operative First Amended Complaint ("FAC") in this
7 action on or about March 30, 2016;

8 WHEREAS, Defendant filed a Motion to Dismiss the FAC on or about May 20,
9 2016;

10 WHEREAS, Plaintiff filed an Opposition to the Motion to Dismiss on or about
11 June 7, 2016;

12 WHEREAS, on or about August 31, 2016, the Parties stipulated to take the Motion
13 to Dismiss off-calendar while the Parties attempted to finalize a settlement of this matter;

14 WHEREAS, on or about December 14, 2016, Plaintiff on behalf of herself and a
15 proposed Settlement Class, on the one hand, and Defendant, on the other hand, reached
16 a proposed Settlement and compromise of the disputes between them in this action;

17 WHEREAS, the Parties have applied to the Court for preliminary approval of the
18 proposed Settlement, the terms and conditions of which are set forth in the Settlement
19 Agreement filed with the Court (the "Settlement" or "Settlement Agreement"), which is
20 attached as Exhibit A to the Memorandum of Points and Authorities in support of
21 Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement
22 ("Motion for Preliminary Approval");

23 WHEREAS, the Court has preliminarily considered the Settlement to determine,
24 among other things, whether the Settlement is sufficient for preliminary approval and to
25 warrant the issuance of notice to members of the Class;

26 AND NOW, the Court, having read and considered the Settlement Agreement and
27 accompanying documents and the Motion for Preliminary Approval and supporting
28 papers, and the Parties to the Settlement Agreement having consented to the entry of this

1 order;

2 **IT IS HEREBY ORDERED AS FOLLOWS:**

3 1. The Court, for purposes of this Order, adopts and incorporates herein by
4 reference all defined terms set forth in the Settlement Agreement. All capitalized terms
5 herein have the definitions set forth in the Settlement Agreement unless otherwise
6 indicated.

7 2. The Court has jurisdiction over the subject matter of this action, the Settling
8 Parties and all proposed members of the Settlement Class.

9 3. The Court certifies the following proposed Settlement Class for settlement
10 purposes only:

11 All persons in the U.S. who purchased Quorn Products in the
12 U.S. for personal or household consumption (and not for resale)
13 during the Class Period of January 26, 2012 through December
14 14, 2016.

15 (the "Settlement Class"). Excluded from the Settlement Class are: (a) Quorn, its
16 related entities, parent companies, subsidiaries, and affiliates, and their respective
17 officers, directors, and employees; (b) All persons claiming to be subrogated to the rights
18 of Class Members; (c) Individuals and /or entities who validly and timely opt-out of the
19 Settlement; (d) Individuals who previously released their claims against Quorn; (e)
20 Individuals who assert claims for personal injuries arising from their purchase and
21 consumption of Quorn Products; and (f) Any judge to whom this matter is assigned, and
22 his or her immediate family (spouse, domestic partner, or children).

23 4. The Court appoints Jason M. Frank and Scott H. Sims of Frank Sims &
24 Stolper LLP and Eric F. Yuhl and Colin A. Yuhl of Yuhl Carr LLP to serve as Class
25 Counsel;

26 5. The Court appoints Plaintiff Kimberly Birbrower to serve as the Class
27 Representative.
28

1 6. The Court finds that the proposed Settlement Class satisfies the
2 requirements of the Federal Rules of Civil Procedure Rule 23, subsections (a) and (b)(3).
3 Specifically, the Court finds that:

4 (a) The Settlement Class is so numerous that joinder of all members is
5 impracticable;

6 (b) There are questions of law or fact common to the Settlement Class;

7 (c) The claims of the Class Representative are typical of the claims of the
8 members of the Settlement Class;

9 (d) The Class Representative and Class Counsel will fairly and
10 adequately represent the interests of the Settlement Class. There are no conflicts of
11 interest between the Class Representative and Class Counsel, on the one hand, and the
12 members of the Settlement Class, on the other hand.

13 (e) Questions of law and fact common to the Settlement Class
14 predominate over any questions affecting only individual members of the Settlement
15 Class.

16 (f) Certification of the Settlement Class is superior to other methods for
17 the fair and efficient adjudication of this controversy. The prosecution of separate actions
18 by or against individual members of the Settlement Class would create a risk of
19 inconsistent or varying adjudications, which would risk establishing incompatible
20 standards of conduct for the Defendant.

21 7. As provided for in the Settlement Agreement, if the Court does not grant
22 Final Approval of the Settlement, or if the Settlement is terminated in accordance with
23 its terms, then the Settlement Agreement and the certification of the Settlement Class will
24 be vacated and the litigation shall proceed as though the Settlement Class had never been
25 certified, without prejudice to any party's position on the propriety of class certification
26 or any other issue.

27 8. The Court preliminary approves the terms and conditions of the Settlement
28 set forth in the Settlement Agreement.

1 9. The Court preliminarily finds the Settlement Agreement was the product of
2 serious, informed, non-collusive negotiations conducted at arms' length by the Parties.
3 In making this preliminary finding, the Court considered the nature of the claims, the
4 amounts and kinds of benefits paid in Settlement, the allocation of Settlement proceeds
5 among the Class members, and the fact that a settlement represents a compromise of the
6 Parties' respective positions rather than the result of a finding of liability at trial. The
7 Court further preliminarily finds that the terms of the Settlement Agreement have no
8 obvious deficiencies and do not improperly grant preferential treatment to any individual
9 Class member.

10 10. Subject to further consideration by the Court at the time of the Final
11 Approval Hearing, the Court preliminarily approves the Settlement as fair, reasonable
12 and adequate to the Class, as falling within the range of possible final approval, as
13 meriting submission to the Class for its consideration and directs the Settling Parties to
14 proceed to provide Notice of the Settlement to all members of the Class.

15 11. Subject to further consideration by the Court at the time of the Final
16 Approval Hearing, the Court preliminary finds that the incentive awards sought for the
17 Class Representatives and the attorneys' fees and costs as provided for in the Settlement
18 Agreement are fair and reasonable.

19 12. The Class Representatives and Class Counsel are authorized to enter into
20 the Settlement Agreement on behalf of the Settlement Class, subject to final approval by
21 this Court of the Settlement. The Class Representatives and Class Counsel are authorized
22 to act on behalf of the Settlement Class with respect to all acts required by the Settlement
23 Agreement or such other acts that are reasonably necessary to consummate the proposed
24 Settlement set forth in the Settlement Agreement.

25 13. The Court approves Atticus Administration LLC to serve as the Claims
26 Administrator and to administer the notice and claims procedures set forth in the
27 Settlement Agreement.
28

1 14. The Court approves, as to form and content, the Long Form Notice and
2 Claim Form, which are attached to Plaintiff's Motion for Preliminary Approval as
3 Exhibits B and C.

4 15. The Court directs the Claims Administrator to publish notice of the
5 Settlement on the internet in conformance with the Notice Plan set forth in the Settlement
6 Agreement and as described in detail in the Declaration of Christopher Longley filed
7 concurrently with the Motion for Preliminary Approval. By agreement, the Claims
8 Administrator and the Parties may make non-material changes to the Long Form Notice
9 and/or the Claim Form if necessary for formatting purposes or to reflect any changes
10 directed by the Court or this Order.

11 16. The Court further directs the Claims Administrator to set up the Settlement
12 Website (www.QuornFoodsSettlement.com) and publish further notice of the Settlement
13 on the Settlement Website as provided for in the Settlement Agreement and Declaration
14 of Christopher Longley filed concurrently with the Motion for Preliminary Approval.

15 17. The Court orders the Claims Administrator to begin publishing notice on
16 **February 15, 2017**, which will be the beginning of the Claims Period. The Settlement
17 Website likewise should be accessible by the public on the first day of the Claims Period.

18 18. The Court finds the manner and content of the Notice ordered herein will
19 provide the best notice practicable under the circumstances and fully complies with due
20 process and applicable federal law. The Notice Plan approved herein constitutes due and
21 sufficient notice to the Settlement Class, and will adequately inform members of the
22 Settlement Class of their right to exclude themselves from the Settlement Class so as not
23 to be bound by the terms of the Settlement Agreement and how to object to the
24 Settlement.

25 19. The deadline for filing any Application for Attorneys' Fees, Costs and
26 Incentive Awards will be **March 1, 2017**.

27 20. Members of the Settlement Class who wish to file objections to the
28 Settlement with the Court must do so no later than thirty (30) days after Notice of the

1 Settlement is first published to the Settlement Class (the "Objection Deadline"). It is
2 contemplated by this Order that the Objection Deadline will be **March 15, 2017**. The
3 objection must be filed with the Court and served on Class Counsel and counsel for the
4 Defendant. The objection must also be mailed to the Claims Administrator. In order for
5 an objection to be valid, the objection must be in writing and include: (a) the objector's
6 name, address, telephone number and signature; (b) documents sufficient to allow the
7 Parties to confirm the objector is a member of the Settlement Class, including but not
8 limited to a valid Claim Form with a Proof of Purchase Receipt or Alternative Proof of
9 Purchase Document; (c) a detailed statement of their specific objection; and (d) the
10 grounds for each such objection, as well as any authority or documents they wish the
11 Court to consider. The Claims Administrator shall promptly forward copies of all
12 objections to Class Counsel and counsel for Defendant.

13 21. Any objecting member of the Settlement Class may appear, in person or
14 through counsel, at the Final Approval Hearing to show cause why the proposed
15 Settlement should not be approved as fair, adequate or reasonable, or to otherwise object
16 to any petition for attorneys' fees and costs or incentive awards. If the objector intends
17 to appear at the Final Approval Hearing, he or she must also file with the Clerk of the
18 Court a Notice of Intention to Appear at the Final Approval Hearing by the Objection
19 Deadline. A Notice of Intention to Appear must include copies of any papers, exhibits
20 or other evidence the objector intends to present to the Court at the Final Approval
21 Hearing. Any Class member who does not object in the foregoing manner shall be
22 deemed to have waived all objections and shall be foreclosed from making any objection
23 to the Settlement. Any objector that does not file a Notice of Intention to Appear may be
24 barred from speaking or otherwise presenting any views at the Final Approval Hearing.

25 22. Members of the Settlement Class who wish to request exclusion or "opt out"
26 of the Settlement Class must do so no later than thirty (30) days after Notice of the
27 Settlement is first published to the Settlement Class (the "Request for Exclusion
28 Deadline"). It is contemplated by this Order that the Request for Exclusion Deadline will

1 be **March 15, 2017**. The Request for Exclusion must be mailed to the Claims
2 Administrator at the address provided in the Class Notice. The Claims Administrator
3 shall promptly forward copies of all Requests for Exclusion to Class Counsel and counsel
4 for Defendant. If more than five hundred (500) members of the Settlement Class submit
5 valid and timely Requests for Exclusion, then Quorn shall have the right to withdraw or
6 terminate the Settlement Agreement prior to the Final Approval Hearing.

7 23. Any member of the Settlement Class who elects to be excluded shall not be
8 entitled to receive any of the benefits of the Settlement, shall not be bound by the release
9 of any claim pursuant to the Settlement Agreement, and shall not be entitled to object to
10 the Settlement Agreement or appear at the Final Approval Hearing.

11 24. Claims must be filed or post-marked no later than one hundred and five
12 (105) days after Notice of the Settlement is first published to the Settlement Class (the
13 “Deadline for Filing Claims”). It is contemplated by this Order that the Deadline for
14 Filing Claims will be on or before **June 1, 2017**. The Claim Form must be submitted to
15 the Claim Administrator by U.S. Mail or electronically online at
16 www.QuornFoodsSettlement.com by the Deadline for Filing Claims.

17 25. The Claims Administrator will be responsible for screening and validating
18 the Claims submitted by Settlement Class Members to determine the timeliness of the
19 submission, the completeness of the Claim Form and submission of the applicable Proof
20 of Purchase Receipt or Alternative Proof of Purchase documentation. If the Claims
21 Administrator determines that a Claim is incomplete or deficient in any way, then the
22 Claims Administrator will promptly send by email or mail a written explanation stating
23 the reasons for the deficiency, including the steps the individual can take to cure the
24 deficiencies. The individual receiving such a notice will have thirty (30) days to submit
25 the materials necessary to cure the deficiencies. Failure to provide the curative
26 information requested by the Claims Administrators will result in a denial of the Claim.
27 The Claims Administrator will be the final arbiter as to whether a Claim Form is valid,
28 unless the Parties seek further review by the Court.

26. No later than ten (10) days prior to the Deadline for Plaintiff's Motion for Final Approval, the Claims Administrator shall provide Class Counsel with a Declaration (a) attesting that Notice was disseminated in a manner consistent with this Order and the terms of the Settlement Agreement; (b) providing a summary of the total amount of Claims submitted to date; (c) providing a summary of the total number of valid and timely Requests for Exclusion, including a list of the names of the Settlement Class Members who requested exclusion; and (d) providing a summary of the total number of objectors who filed valid and timely objections in conformance with the requirements of this Order and the Settlement Agreement. It is contemplated by this Order that the Claims Administrator will provide this Declaration to Class Counsel on **June 20, 2017**. Class Counsel will file this Declaration with the Court with the Motion for Final Approval.

27. The Deadline for Plaintiff to file a Motion for Final Approval shall be **June 30, 2017** (the "Deadline for Plaintiff's Motion for Final Approval").

28. A Final Approval Hearing shall be held before this Court, the Honorable Dolly M. Gee presiding, at **9:30 a.m. on July 28, 2017 in Courtroom 8C at 350 West First Street, Los Angeles, California 90012**. The Final Approval Hearing will address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate, and whether the Final Approval Order and Judgment should be entered; and (b) whether the application for attorneys' fees, costs, expenses and incentive awards should be approved. The date and time of the Fairness Hearing shall be set forth in the Class Notice. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

29. Pending the final determination of whether the Settlement should be approved, all trial proceedings in the instant case are stayed and all members of the Settlement Class members are enjoined from commencing or continuing any action or proceeding in any court or tribunal asserting any claims encompassed by the Settlement Agreement, unless the Settlement Class Member "opts out" by filing a timely and valid Request for Exclusion. If the Settlement is terminated or if final approval is not granted

1 for any reason, the stay shall be immediately terminated.

2 30. If the Settlement is finally approved by the Court, the Court shall retain
3 jurisdiction over the Settling Parties, the Settlement Class Members, and this Action, only
4 with respect to matters arising out of, or in connection with, the Settlement, and may
5 issue such orders as may be necessary to implement the terms of the Settlement. The
6 Court may approve the Settlement, with such modifications as may be agreed to by the
7 Settling Parties, without further notice to the Settlement Class.

8 31. The Settlement Agreement and any and all negotiations, documents and
9 discussions associated with it, shall not be deemed or construed to be an admission or
10 evidence of any violation of any statute, law, rule, regulation or principle of common law
11 or equity, of any liability or wrongdoing by Defendant or the truth of any of the claims,
12 and evidence relating to the Settlement Agreement shall not be discoverable or used,
13 directly or indirectly, in any way whether in this Action or in any other action or
14 proceeding, except for purposes of demonstrating, describing, implementing or enforcing
15 the terms and conditions of the Settlement Agreement, this Order and/or the Final
16 Judgment and the Order of Dismissal.

17 32. In the event the proposed Settlement is not finally approved by the Court, or
18 in the event the Settlement Agreement becomes null and void pursuant to its terms, this
19 Order and all orders entered in connection therewith shall become null and void, shall be
20 of no further force and effect, and shall not be used or referred to for any purpose
21 whatsoever in this Action or in any other case or controversy; in such event the Settlement
22 Agreement and all negotiations and proceedings directly related thereto shall be deemed
23 to be without prejudice to the rights of any and all of the Parties, who shall be restored to
24 their respective positions as of the date and time immediately preceding the execution of
25 the Settlement Agreement.

26 33. The Court may, for good cause, extend any of the deadlines set forth in this
27 Order without further notice to the Settlement Class. The Court reserves the right to
28 adjourn and/or reschedule the Final Approval Hearing without further notice of any kind;

1 therefore, any member of the Settlement Class intending to attend the Final Approval
2 Hearing should (in addition to complying with all instructions and requirements above)
3 confirm the date, time, and location of the Final Approval Hearing with Class Counsel.
4 The Final Approval Hearing may from time to time be continued by order of the Court
5 and without further notice to the Class.

6
7 **IT IS SO ORDERED.**

8
9 Dated: _____

Honorable Dolly M. Gee