

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Plaintiff Rohini Kumar (“Plaintiff”) and Defendant Salov North America Corp. (“Defendant”).

I. RECITALS

1.1. On March 21, 2014, Plaintiff filed a complaint against Defendant in the United States District Court for the Northern District of California, Case No. 4:14-cv-02411-YGR. Plaintiff alleged that Defendant had marketed and sold its Filippo Berio brand of olive oil with the representation “Imported from Italy,” although most of the oil was extracted in countries other than Italy from olives grown in those countries. Plaintiff contended that the labeling and marketing violated the Tariff Act of 1930, as amended, 19 U.S.C. 1304, and its implementing regulations, 19 C.F.R. section 134.46; the Food Drug and Cosmetic Act, 21 U.S.C. sections 301 *et seq.*, and its implementing regulations, 21 C.F.R. sections 101.18 *et seq.*; and the Sherman Food, Drug and Cosmetic Law, California Health and Safety Code (“Cal. Health & Saf. Code”) sections 109875 *et. seq.* She alleged claims for violations of the California Consumer Legal Remedies Act, Civil Code sections 1780 *et seq.* (“CLRA”), false advertising under California Business and Professions Code sections 17500 *et seq.*; unfair business practices under California Business and Professions Code sections 17200 *et seq.*; and misrepresentation. Plaintiff sought to pursue these claims on behalf of herself and all purchasers of the Filippo Berio olive oil in California between May 23, 2010 and the present.

1.2. On July 22, 2014, Defendant filed a motion to dismiss the complaint. Defendant argued, *inter alia*, that Plaintiff lacked standing to sue and that she had failed to plead a claim for relief. Plaintiff opposed the motion. On February 3, 2015, the District Court issued an order granting in part and denying in part the motion. The order allowed all the claims and

causes of action to proceed, except that it dismissed claims for breach of contract and breach of the duty of good faith and fair dealing, which only had been made with respect to certain other allegations, set forth in Section 2.17 below.

1.3. On January 7, 2016, Plaintiff voluntarily dismissed her remaining claims relating to the allegations set forth in Section 2.17 below.

1.4. On January 20, 2016, Plaintiff moved to certify a class of all purchasers in California of Filippo Berio olive oil between May 30, 2010, and August 31, 2015, except purchases for purpose of resale. Defendant opposed the motion. On July 15, 2016, the Court certified a class, to pursue the Imported from Italy Allegations, of “All purchasers in California of liquid Filippo Berio brand olive oil of any grade except ‘Organic’ between May 23, 2010 and June 30, 2015.”

1.5. Defendant denies all of Plaintiff’s allegations and all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged against it, in the Litigation. In particular, Defendant contends that all bottles of its Filippo Berio olive oil have been properly labeled and advertised at all times. Defendant also denies that the California Class was properly certified, and further denies that the Litigation meets the requirements for certification as a class action, except for purposes of settlement, or that the evidence is sufficient to support a finding of liability or monetary or equitable relief to Plaintiff or any member of the Settlement Class.

1.6. During the Litigation, Defendant produced to Plaintiff’s Counsel over 30,000 pages of documents. Plaintiff’s counsel also took five depositions of Defendant’s employees, requested and received written discovery responses from Defendant and several third parties, and conducted expert discovery.

1.7. Since the filing of the Litigation, the Parties have engaged in several rounds of settlement discussions. On November 8, 2016, the Parties attended an all-day mediation with Randy Wulff of Wulff Quinby & Sochynsky in Oakland, California. The Parties continued settlement discussions thereafter, which led to the terms of a settlement, as more fully set forth in this Agreement. The Parties did not discuss Attorneys' Fees and Costs or any potential Incentive Award until they first agreed on the substantive terms of this settlement.

1.8. The undersigned Parties agree, subject to approval by the Court, that the Litigation between Plaintiff, on the one hand, and Defendant, on the other hand, shall be fully and finally compromised, settled and released on the terms and conditions set forth in this Agreement.

1.9. Plaintiff's Counsel has analyzed and evaluated the merits of all Parties' contentions and this settlement as it affects all Parties and the Settlement Class Members. Among the risks of continued litigation are the possibility that Plaintiff will be unable to prove liability, damages or entitlement to injunctive relief at trial on a classwide or individual basis.

1.10. Plaintiff and Plaintiff's Counsel, after taking into account the foregoing, along with the risks and costs of further litigation, are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Litigation and the prompt provision of effective relief to the Settlement Class are in the best interests of the Settlement Class Members.

1.11. Defendant, while continuing to deny all allegations of wrongdoing and disclaiming any liability with respect to any and all claims, considers it desirable to resolve the Litigation on the terms stated herein, in order to avoid further expense, inconvenience, and interference with ongoing business operations, and to dispose of burdensome litigation.

Therefore, Defendant has determined that settlement of this Litigation on the terms set forth herein is in its best interests.

1.12. Defendant hereby consents, solely for the purposes of the settlement set forth herein, to the certification of the Settlement Class and appointment of Plaintiff's Counsel as counsel for the Settlement Class and Plaintiff as a representative of the Settlement Class; provided, however, that if this Agreement fails to receive Court approval or otherwise fails to be executed, including but not limited to, the judgment not becoming final as provided in Section 9.5 of this Agreement, then Defendant retains all rights it had immediately preceding the execution of this Agreement to object to the propriety of class certification in all other contexts and for all other purposes, and the Litigation will continue as if the Settlement Class had never been certified. The fact that Defendant conditionally consented herein to certification of the Settlement Class shall not be used against Defendant by any Party or non party for any purpose in this Litigation or any other action, lawsuit, or proceeding of any kind whatsoever.

1.13. This Agreement is contingent upon the issuance by the Court of both Preliminary Approval and Final Approval. Should the Court not issue Preliminary Approval and Final Approval, Defendant does not waive, and instead expressly reserves, all rights to defend this Litigation.

1.14. This Agreement reflects a compromise between the Parties, and shall in no event be construed as or be deemed an admission or concession by any Party of the truth, or lack thereof, of any allegation or the validity, or lack thereof, of any purported claim or defense asserted in any of the pleadings or filings in the Litigation, or of any fault on the part of any Defendant, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and of the releases and dismissals of claims described below, the Parties agree to this Agreement, subject to Court approval, under the following terms and conditions:

II. DEFINITIONS

Capitalized terms in this Agreement shall be defined as follows:

2.1. “Agreement” means this Settlement Agreement, including all exhibits hereto.

2.2. “Attorneys’ Fees and Costs” means such funds as may be awarded by the Court to Plaintiff’s Counsel for their past, present, and future work, efforts, and expenditures in connection with this Litigation and settlement, including fees, costs, and expenses of any co-counsel, local counsel, experts, consultants, or other individuals retained by, or who assisted Plaintiff’s Counsel in connection with this Litigation and settlement, as described more particularly in Section VI of this Agreement.

2.3. “California Litigation Class” means “All natural persons in California who purchased liquid Filippo Berio brand olive oil of any grade except ‘Organic’ between May 23, 2010 and June 30, 2015, except for purposes of resale.”

2.4. “Claim Administrator” means, subject to Court approval, Heffler Claims Group, unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court.

2.5. “Claim Filing Deadline” means twenty-eight (28) days prior to the initially scheduled hearing date on Final Approval.

2.6. “Claim Form” means a form in substantially the same form as Exhibit A hereto.

2.7. “Claim Period” means the period beginning on the Notice Date and continuing until the Claim Filing Deadline.

2.8. “Class Period” means May 23, 2010 to June 30, 2015, inclusive.

2.9. “Class Representative” means Plaintiff Rohini Kumar.

2.10. “Court” means the United States District Court for the Northern District of California.

2.11. “Court of Appeal” means the United States Court of Appeal for the Ninth Circuit.

2.12. “Defendant” means Salov North America Corp.

2.13. “Print Publication Notice” means the Court-approved forms of notice to Settlement Class Members in substantially the same form as Exhibit B2.

2.14. “Effective Date” means the later of: (i) the expiration of the time to appeal the Final Approval with no appeal having been filed; or (ii) if such appeal is filed, the termination of such appeal on terms that affirm the Final Approval or dismiss the appeal with no material modification to the Final Approval, the date upon which the Court of Appeal issues its remittitur.

2.15. “Excluded Persons” are (1) the Honorable Judge Yvonne Gonzalez Rogers; (2) Randall Wulff; (3) any member of their immediate families; (4) any government entity; (5) Defendant; (6) any entity in which Defendant has a controlling interest; (7) any of Defendant’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; (8) counsel for the Parties; and (9) any persons who timely exclude themselves from the Settlement Class.

2.16. “Exclusion Deadline” means twenty-eight (28) days prior to the initially scheduled hearing date on Final Approval.

2.17. “Extra Virgin Allegations” means the allegations in Plaintiff’s complaint in this Litigation (which were voluntarily dismissed after conducting substantial discovery) that, for a subset of the Products labeled “Extra Virgin,” Defendant’s procurement, bottling and distribution practices purportedly did not adequately ensure that the oil would meet the “extra virgin” standard through the date of retail sale or the “best by” date on the containers, for which Plaintiff pled the same causes of action set forth in Section 1.1 above, as well as causes of action for breach of contract and breach of the good faith and fair dealing, and for which Plaintiff sought to represent a national class.

2.18. “Final Approval” means issuance of an order, substantially in the form of Exhibit D, granting final approval of this Agreement as binding upon the Parties; holding this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves as provided below; ordering that the settlement relief be provided as set forth in this Agreement; ordering the releases as set forth in Section VIII, of this Agreement; entering judgment in this case; and retaining continuing jurisdiction over the interpretation, implementation, and enforcement of the settlement.

2.19. “Household” means any number of natural persons occupying the same dwelling unit.

2.20. “Imported From Italy Allegations” means the allegations, claims and causes of action described in section 1.1 of this Agreement.

2.21. “Incentive Award” means any award sought by application to and approval by the Court that is payable to the Class Representative to compensate her for her efforts in bringing this Litigation and achieving the benefits of this settlement on behalf of the Settlement Class.

2.22. “Litigation” means *Kumar v. Salov North America Corp.* Case No. 4:14-cv-02411-YGR.

2.23. “Long Form Notice” means the Court-approved form of notice to Settlement Class Members in substantially the same form as Exhibit B1.

2.24. “Notice Date” means the day on which the Claim Administrator initiates the Online Notice.

2.25. “Notice Plan” means the procedure for providing notice to the class, as set forth in Exhibit B.

2.26. “Objection Deadline” means twenty-eight (28) days prior to the initially scheduled hearing date on Final Approval.

2.27. “Online Notice” means the Court-approved forms of notice to Settlement Class Members in substantially the same form as Exhibit B3.

2.28. “Parties” means Plaintiff and Defendant, collectively.

2.29. “Party” means any one of Plaintiff or Defendant.

2.30. “Person(s)” means any natural person or business entity.

2.31. “Plaintiff” means Rohini Kumar.

2.32. “Plaintiff’s Counsel” means the law firms of Gutride Safier LLP and Tycko & Zavareei LLP, collectively.

2.33. “Preliminary Approval” means issuance of an order, substantially in the form of Exhibit C, granting preliminary approval to this Agreement as within the range of possible Final Approval; approving Class Notice to the Settlement Class Members as described in Section V below; and setting a hearing to consider Final Approval of the settlement and any objections thereto.

2.34. “Product” means any bottle or can of Filippo Berio Robusto Extra Virgin Olive Oil, Filippo Berio Extra Virgin Olive Oil, Filippo Berio Delicato Extra Virgin Olive Oil, Filippo Berio Organic Extra Virgin Olive Oil, Filippo Berio Olive Oil, or Filippo Berio Light Tasting Olive Oil.

2.35. “Proof of Purchase” means an itemized retail sales receipt or retail store club or loyalty card record showing, at a minimum, the purchase of a Product, the purchase price, and the date and place of the purchase.

2.36. “Released Claims” means the claims released as set forth in Sections 8.1 through 8.3 of this Agreement.

2.37. “Released Parties” means Defendant and each and all of its predecessors in interest, former, present and future direct and indirect subsidiaries, divisions, parents, owners, successors, and affiliated companies and each and all of its present and former officers, directors, shareholders, partners, employees, agents, representatives, suppliers, resellers, retailers, wholesalers, distributors, customers, insurers, assigns, servants, attorneys, assignees, heirs, and executors, whether specifically named and whether or not participating in the settlement by payment or otherwise.

2.38. “Settlement Benefit” means the benefits provided to Settlement Class Members as set forth in Section 4.4 of this Agreement.

2.39. “Settlement Class” or “Settlement Class Members” means all natural persons who, between May 23, 2010 and June 30, 2015, purchased, in the United States, any Product for personal use, not resale.

2.40. “Settlement Website” means an internet website created and maintained by the Claim Administrator. The URL of the Settlement Website shall be provided in the Notice Plan.

2.41. “Termination Date” means the date that the Agreement is terminated as set forth in section 9.5.

2.42. “Undertaking” means an undertaking, substantially in the form of Exhibit E, signed by Adam Gutride, Seth Safier, Jonathan Tycko and Hassan Zavareei.

2.43. “Valid Claim” means a claim submitted in compliance with Section IV of this Agreement and determined to be valid by the Claim Administrator, and as further described in that Section.

III. CHANGED PRACTICES AND INJUNCTIVE RELIEF

3.1. Defendant represents that during the pendency of, and in part as a result of, this Litigation, it removed the phrase “Imported from Italy” from all Products imported into the United States, and it replaced that phrase with the word “Imported.”

3.2. Defendant agrees not to use the phrases “Imported from Italy,” “Made in Italy,” “Product of Italy,” or any other phrase on the label of a Product sold in the United States suggesting that olive oils in a Product originate from olives grown in Italy, and instead to use the designation “Imported” on the front panel, until at least three years after the Effective Date, unless the Product so labeled is composed entirely of oil extracted in Italy from olives grown in Italy. Defendant is not required to remove or recall any Product that may remain in the marketplace that bears the designation “Imported from Italy”.

IV. SETTLEMENT BENEFITS AND CLAIMS ADMINISTRATION

4.1. Subject to the rights and limitations set forth in this Agreement, every Settlement Class Member shall have the right to submit a claim for Settlement Benefits. A claim shall be a Valid Claim only if submitted on the Claim Form pursuant to, and in compliance with, the procedures set forth herein. Submission of a claim, regardless of whether it is determined to

be a Valid Claim, shall confer no rights or obligations on any Party, any Settlement Class Member, or any other Person, except as expressly provided herein.

4.2. At the election of the Settlement Class Member, Claim Forms may be submitted in paper via first class mail or online at the Settlement Website. Claim Forms must be received by the Claim Administrator (not just postmarked) or submitted online no later than the Claim Filing Deadline. Claim Forms received or submitted online after that date will not be Valid Claims. The Settlement Administrator may track Claim Forms with unique security identifiers or control numbers. For Claim Forms that are submitted online, the Class Member shall have the opportunity to upload Proof of Purchase image files (e.g. jpg, tif, pdf), to preview and confirm information entered in the Claim Form prior to submitting the claim, and to print a page immediately after the Claim Form has been submitted showing the information entered, the names of image files uploaded, and the date and time the Claim Form was received.

4.3. On the Claim Form, the Settlement Class Member, or a Person with authority to sign and bind the Settlement Class Member, must provide and certify the truth and accuracy of the following information under the penalty of perjury, including by signing the Claim Form physically or by e-signature, or the claim will not be considered a Valid Claim by the Claim Administrator:

- (a) The Settlement Class Member's name and mailing address;
- (b) The Settlement Class Member's email address (unless the Settlement Class Member requests a claim form by mail, in which case an email address is optional);
- (c) The number of Products purchased during the Class Period, the approximate dates of purchase, and (if the Class Member elects to provide the information) the store where purchased;

(d) That the claimed purchases were not made for purposes of resale;

(e) That the Settlement Class Member would not have paid the price charged and/or made the purchase(s) in the absence of the phrase “Imported from Italy.”

4.4. Each Settlement Class Member who submits a Valid Claim, as determined by the Claim Administrator, shall receive a Settlement Benefit of fifty cents (\$0.50) for each Product purchased during the Class Period, subject to the following minimum and maximum payouts and limitations:

(a) The minimum payment for any Valid Claim shall be \$2.00 per Household. Thus, a Settlement Class Member who submits a Valid Claim for purchases of one (1) to four (4) Products shall receive \$2.00 per Household.

(b) Proof of Purchase is *not* required for any claim for up to 10 Products purchased per Household (i.e., for a Settlement Benefit up to \$5.00 per Household).

(c) Proof of Purchase *is* required for any claim that seeks a Settlement Benefit of more than \$5.00 per Household (i.e., for more than 10 Product packages purchased per Household).

(d) All claims submitted from the same Household shall be treated as a single claim, including for the purposes of the Proof of Purchase requirements.

4.5. The Claim Administrator shall be responsible for, among other things, providing notice as set forth in the Notice Plan, processing Claim Forms and administering the Settlement Website, exclusion process, and Settlement Benefit claims process described herein (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion from the Settlement Class). The Claim Administrator will use adequate and customary procedures and standards to prevent the payment

of fraudulent claims and to pay only Valid Claims. The Claim Administrator and Parties shall have the right to audit claims, and the Claim Administrator may request additional information from Claimants. If any fraud is detected or reasonably suspected, the Claim Administrator and Parties can require further information from the Settlement Class Member (including by cross-examination) or deny claims, subject to the supervision of the Parties and ultimate oversight by the Court.

4.6. No later than fourteen (14) days prior to the hearing on Final Approval, the Claim Administrator shall provide, in addition to the certification required under Section 5.5, a declaration to the Court regarding the number and dollar amount of claims received to date.

4.7. The determination of validity of claims shall occur within sixty (60) days of the end of the Claim Period. The Claim Administrator shall approve or deny all claims, and its decision shall be final and binding, except that Plaintiff's Counsel and Defendant shall have the right to audit claims and to challenge the Claim Administrator's decision by motion to the Court. Plaintiff's Counsel's or Defendant's choice not to audit the validity of any one or more Claim Forms shall not constitute or be construed as a waiver or relinquishment of any audit or other rights as to any other Claim Forms, individually or as a group, and similarly shall not be construed as a waiver or relinquishment by the Party as to any of its audit and other rights under this Agreement. No Person shall have any claim against Plaintiff, Defendant, Plaintiff's Counsel, Defendant's counsel or the Claim Administrator based on any determination of a Valid Claim, distributions or awards made in accordance with this Agreement and the Exhibits hereto. Neither Plaintiff nor Defendant, nor their counsel, shall have any liability whatsoever for any act or omission of the Claim Administrator.

4.8. Within thirty (30) days after the Effective Date, the Claim Administrator shall notify by email all Settlement Class Members whose claims are denied the reason(s) for

denial, using the email address (if any) provided by the Settlement Class Member on the Claim Form. If no email address is provided by the Settlement Class Member on the Claim Form, the Administrator shall not have an obligation to provide the Settlement Class Member any notification of the denial of the claim or the reasons for denial.

4.9. Valid Claims shall be paid by check to the Settlement Class Member and mailed to the address provided on the Claim Form, as updated in the National Change of Address Database, within thirty (30) days after the Effective Date except that, in the event of an appeal from Final Approval that challenges only the award of Attorneys' Fees and Costs and/or the Incentive Award and does not challenge any other aspect of the settlement and does not raise an argument, theory, or issue that could result in the reversal of Final Approval or modification of other terms of the settlement, then all Valid Claims shall be paid within sixty (60) days after Final Approval, unless otherwise ordered by the Court.

4.10. All settlement checks shall be subject to a one hundred twenty (120) day void period, after which the checks shall no longer be negotiable. If a settlement check is not negotiated, the Settlement Class Member shall not be entitled to any further payment under this Agreement. If the check is returned as undeliverable, the Claim Administrator shall send an email to the claimant, if one was provided with the claim, to attempt to obtain a better address, and if obtained, shall mail the check to the new address, but shall have no other obligation to skip-trace or obtain an updated address. The return or failure to cash checks shall have no effect on a Settlement Class Member's release of claims, obligations, representations, or warranties as provided herein, which shall remain in full effect. Upon court approval, funds from uncashed checks shall be awarded *cy pres* to a non-profit organization that supports nationwide education of consumers and the industry regarding imported olive oils.

4.11. No deductions for taxes will be taken from any Settlement Benefit at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Settlement Benefits. All Settlement Benefit payments shall be deemed to be paid solely in the year in which such payments are actually issued. Counsel and the Parties do not purport to provide legal advice on tax matters to each other or Settlement Class Members. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue, such advice is not intended or written to be used, and cannot be used, by any Person or Business for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

4.12. Defendant shall be responsible for paying all fees and expenses incurred by the Claim Administrator in administering claims and performing the other tasks set forth in this Section IV.

4.13. Defendant shall be responsible for paying all costs of paying Valid Claims.

V. NOTICE

5.1. Prior to the Notice Date, the Claim Administrator shall establish the Settlement Website, which shall contain the Long Form Notice in both downloadable PDF format and HTML format with a clickable table of contents; answers to frequently asked questions; a Contact Information page that includes the address for the Claim Administrator and addresses and telephone numbers for Plaintiff's Counsel and Defendant's Counsel; the Agreement; the signed order of Preliminary Approval; a downloadable and online version of the Claim Form; a downloadable and online version of the form by which Settlement Class Members may exclude themselves from the Settlement Class; and (when they become available) the

motion for final approval and Plaintiff's application(s) for Attorneys' Fees, Costs and an Incentive Award.

5.2. The Settlement Website shall remain accessible until one hundred eighty (180) days after all Settlement Benefits are distributed.

5.3. Notice shall be provided as provided in the Notice Plan.

5.4. The Parties shall supervise the Claim Administrator in the performance of the notice functions set forth in this Section V.

5.5. CAFA Notice. Defendant shall comply with the notice requirements of 28 U.S.C. § 1715.

5.6. At least fourteen (14) days prior to the final approval hearing referenced in Section VII of this Agreement, Defendant and the Claim Administrator shall certify to the Court that they have complied with the notice requirements set forth herein.

5.7. Defendant shall be responsible for paying all costs of notice as set forth in this Section V and in Section 7.7 and all costs of the Claim Administrator in processing objections and exclusion requests as set forth in Sections 7.4 through 7.10.

VI. ATTORNEYS' FEES, EXPENSES AND CLASS REPRESENTATIVE PAYMENT

6.1. Attorneys' Fees, Costs, and Expenses. No later than forty-two (42) days prior to the initially scheduled hearing on Final Approval, Plaintiff's Counsel may apply to the Court for an award from Defendant of their Attorneys' Fees and Costs in a total amount not to exceed \$982,500.

6.2. Class Representative Payment. No later than forty-two (42) days prior to the initially scheduled hearing on Final Approval, the Class Representative may additionally apply to the Court for an Incentive Award from Defendant of up to \$2,500 as compensation for

(a) the time and effort undertaken in and risks of pursuing this Litigation, including the risk of liability for the Parties' costs of suit, and (b) the general release set forth in Section 8.2.

6.3. Defendant agrees not to oppose or to submit any evidence or argument challenging or undermining Plaintiff's application for Attorneys' Fees and Costs or an Incentive Award as set forth in Sections 6.1 and 6.2. Defendant shall not be in violation of this term if their attorneys provide the Court with evidence, including evidence of their lodestars, that is specifically requested by the Court; however, no Party shall prompt or encourage such a request.

6.4. The Attorneys' Fees and Costs awarded by the Court as set forth under Section 6.1 shall be the total obligation of Defendant to pay attorneys' fees, costs, and expenses of any kind to Plaintiff's Counsel in connection with this Litigation and this settlement. In no event shall Defendant be obligated to pay to Plaintiff's Counsel any amount larger than the amount specified in Section 6.1.

6.5. Any payment of an Incentive Award by the Court as set forth in Section 6.2 shall be the total obligation of Defendant to pay money to Plaintiff, in connection with the Litigation and this settlement, other than amounts due to any Plaintiff for a Valid Claim submitted pursuant to Section IV of this Agreement. In no event shall Defendant be obligated to pay to Plaintiff any amount larger than the amount specified in Section 6.2, other than for a Valid Claim pursuant to Section IV of this Agreement.

6.6. Plaintiff's Counsel and Plaintiff agree that the denial, downward modification, failure to grant the request for Attorneys' Fees and Costs or an Incentive Award, or the reversal or modification on appeal of any such awards, shall not constitute grounds for modification or termination of the settlement.

6.7. Defendant shall be responsible for paying its own attorneys' fees and expenses.

6.8. The Attorneys' Fees and Costs awarded to Plaintiff's Counsel shall be paid to Plaintiff's Counsel within seven (7) days after the following: (a) the Court issues an order of Final Approval that includes an award of attorneys' fees and/or expenses to Plaintiff's Counsel and (b) Adam Gutride, Seth Safier, Jonathan Tycko and Hassan Zavareei have executed the Undertaking attached hereto as Exhibit E. If Final Approval or the award of attorneys' fees, costs or expenses is later reversed on appeal then, within seven (7) days of such order, Plaintiff's Counsel shall repay to Defendant the amount received, plus interest as stated in the Undertaking. If Plaintiff's Counsel fails to do so, Defendant may, *ex parte*, obtain a judgment for the amount owed plus interest, as further set forth in the Undertaking.

6.9. Within seven (7) days after the Effective Date, any Court-approved Incentive Award shall be caused to be paid by Defendant to Plaintiff.

VII. CLASS SETTLEMENT PROCEDURES

7.1. Amendment of Complaint. Within fourteen (14) days of the execution of this Agreement, the Parties shall sign, and Plaintiff shall file in the Court, a stipulation that, upon Preliminary Approval, Plaintiff should be granted leave to file an amended complaint, to amend the class definition to correspond with the definition of the Settlement Class and to assert claims on behalf of that class of the same type as previously asserted, but under New Jersey law. The stipulation shall provide that Defendant's deadlines and any other obligations to respond to the amended complaint shall be held in abeyance and, if Preliminary Approval is denied, Final Approval is denied, or a remittur is issued reversing an award of Final Approval, the amended complaint shall be immediately and automatically deemed withdrawn, and the Litigation shall continue on the prior complaint as if the amended complaint were never filed and the Settlement Class never certified, and no reference to the amended complaint or Settlement Class or any

documents related thereto shall be made or used against Defendant for any purpose in this Litigation or any other action, lawsuit, or proceeding of any kind whatsoever.

7.2. Settlement Approval. As soon as practicable after the signing of this Agreement, Plaintiff shall move for an order granting Preliminary Approval to this Agreement as within the range of possible Final Approval; conditionally certifying the Settlement Class for purposes of this Settlement only; approving Class Notice to the Settlement Class Members as described in Section V above; and setting a hearing to consider Final Approval of the settlement and any objections thereto. Defendant shall have no obligation to make separate filings in support of the motion. Defendant shall appear at the hearing to confirm its agreement with the terms of the settlement as provided herein.

7.3. Final Approval Order and Judgment. No later than forty-two (42) days prior to the hearing on Final Approval, Plaintiff shall move for entry of an order of Final Approval, granting Final Approval of this settlement and holding this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves as provided below, and ordering that the settlement relief be provided as set forth in this Agreement, ordering the releases as set forth in Section VIII, below, and entering judgment in this case. Defendant shall have no obligation to make separate filings in support of the motion. Defendant shall appear at the hearing to confirm its agreement with the terms of the settlement as provided herein.

7.4. Exclusions and Objections. The Long Form Notice and the Print Publication Notice shall advise prospective Settlement Class Members of their rights to forego the benefits of this settlement and pursue an individual claim; to object to this settlement individually or through counsel; and to appear at the final approval hearing.

7.5. If any Settlement Class Member wishes to object to the settlement, the Settlement Class Member must electronically file via the Court's ECF system, or deliver to the Clerk of the Court by mail, express mail, or personal delivery, a written notice of objection. To be timely, the objection must be *received by* the Clerk of the Court (not just postmarked or sent) prior the Objection Deadline. Each objection must include: (i) the case name *Kumar v. Salov North America Corp.* and the case number 4:14-cv-02411-YGR; (ii) the name, address and telephone number of the objector; (iii) the name, address, and telephone number of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason if the objection is successful, and all legal factual support for the right to such compensation; (iv) documents or testimony sufficient to establish membership in the Settlement Class; (v) a detailed statement of any objection asserted, including the grounds therefor; (vi) whether the objector is, and any reasons for, requesting the opportunity to appear and be heard at the final approval hearing; (vii) the identity of all counsel (if any) representing the objector who will appear at the final approval hearing and, if applicable, a list of all persons who will be called to testify in support of the objection; (viii) copies of any papers, briefs, or other documents upon which the objection is based; (ix) a detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and (x) the objector's signature, in addition to the signature of the objector's attorney (if any) –an attorney's signature alone shall not be deemed sufficient to satisfy this requirement. Failure to include documents or testimony sufficient to establish membership in the Settlement Class shall be grounds for overruling and/or striking the objection on grounds that the objector lacks standing to make the objection. Failure to include

any of the information or documentation set forth in this paragraph also shall be grounds for overruling an objection.

7.6. If any Settlement Class Member wishes to be excluded from (in other words, opt out of) this settlement and Litigation, the Settlement Class Member may do so by completing the online exclusion form at the Settlement Website; downloading and submitting to the Claim Administrator a completed exclusion form; or submitting a valid request to exclude themselves, as described in the Notice, to the Claim Administrator. Requests to exclude must be *received by* the Claim Administrator (not just postmarked) by the Exclusion Deadline or they shall not be valid. For exclusion requests that are submitted online, the Class Member shall have the opportunity to print a page immediately after submission showing the information entered and the date and time the request for exclusion was received. Settlement Class Members who elect to exclude themselves from this settlement and Litigation shall not be permitted to object to this settlement or to intervene. Settlement Class Members shall be encouraged, but not required, to provide their email addresses in their requests for exclusion.

7.7. The Long Form Notice and the Print Publication Notice shall advise members of the California Litigation Class that, if the settlement is not approved, or if the Effective Date does not occur for any other reason, then the Litigation will continue on behalf of the California Litigation Class only. Members of the California Litigation Class who do not wish to be bound by a judgment in favor of or against the California Litigation Class must exclude themselves from the Litigation. The Parties shall request that, in the order of Preliminary Approval, the Court order that the process and time limits for members of the California Litigation Class to exclude themselves from the Litigation are identical to those set forth in the prior paragraph with regard to the Settlement Class, except as follows. If the settlement is not approved or the Effective Date does not occur, members of the California

Litigation Class who submitted timely objections to the settlement or timely claims under the settlement (whether or not such claims are deemed Valid Claims) shall have an additional forty-five (45) days from the date they are provided notice of the termination to exclude themselves from the California Litigation Class, and members of the California Litigation Class who submitted timely requests to exclude themselves from the settlement shall have an additional forty-five (45) days from the date they are provided notice of the termination to revoke their requests for exclusion and to rejoin the California Litigation Class. To effectuate this right, in the event the Termination Date occurs, notice shall be provided by email to all members of the California Litigation Class who submitted timely objections to the Settlement or timely claims under the Settlement (whether or not such claims are deemed Valid Claims) and who provided an email address in connection with their objections or claims, informing such persons of an additional period to exclude themselves from the Litigation and linking to an exclusion form on the Settlement Website. In addition, in the event the Termination Date occurs, notice shall be provided by email to all members of the California Litigation Class who submitted timely request to exclude themselves from the Settlement and Litigation and who provided an email address in connection with their request for exclusion, informing such persons of an additional period to revoke their request for exclusion and to rejoin the California Litigation Class for purposes of the continued Litigation. Within ten (10) days of the Termination Date, the Parties shall meet and confer in good faith regarding the content of such notice and to obtain Court approval for distribution of the notice, and shall agree to an appropriate schedule to afford members of the California Litigation Class forty-five days to respond to it; provided, however, that in the event of Termination, Defendant does not agree to bear any expenses relating to the costs of providing the post-Termination notice to, and administration of post-Termination exclusion requests (and revocation of exclusion requests) for, the California Litigation Class, as

described in this Section 7.7. Members of the California Litigation Class who did not file an objection by the Objection Deadline or a claim by the Claim Filing Deadline shall have no further right after the Exclusion Date to exclude themselves from the Litigation, even if the Settlement is not approved or the Effective Date does not occur.

7.8. The proposed Preliminary Approval order and Long Form Notice will provide that any Settlement Class Members wishing to object or exclude themselves who fail to properly or timely file or serve any of the requested information and/or documents will be precluded from doing so.

7.9. If any objection is received by the Claim Administrator, the Claim Administrator shall forward the objection and all supporting documentation to counsel for the Parties. At least fourteen (14) days prior to the hearing on Final Approval, Plaintiff's Counsel shall file all such objections and supporting documentation with the Court. The failure of the Settlement Class Member to comply with the filing requirements of Section 7.5 shall be grounds for striking and/or overruling the objection, even if the objection is submitted to the Claim Administrator.

7.10. At least fourteen (14) days prior to the hearing on Final Approval, the Claim Administrator shall prepare a list of the names of the persons who, pursuant to the Long Form Notice, have excluded themselves from the Settlement Class in a valid and timely manner, and Plaintiff's Counsel shall file that list with the Court.

7.11. If a Settlement Class Member submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected.

7.12. A Settlement Class Member who objects to the settlement may also submit a Claim Form on or before the Claim Filing Deadline, which shall be processed in the

same way as all other Claim Forms. A Settlement Class Member shall not be entitled to an extension to the Claim Filing Deadline merely because the Settlement Class Member has also submitted an objection.

7.13. Effect if Settlement Not Approved or Agreement is Terminated. This Agreement was entered into only for purposes of settlement. In the event that Preliminary or Final Approval of this settlement and this Agreement does not occur for any reason, or if Final Approval is reversed on appeal, or the Agreement is terminated pursuant to Section 9.5, then no term or condition of this Agreement, or any draft thereof, or 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 in the Litigation, or in any other proceeding (unless Plaintiff's Counsel and Defendant mutually agree in writing to proceed with this Agreement); the Amended Complaint shall be deemed automatically withdrawn; and the Litigation shall continue as if the settlement had not occurred, except as set forth in Sections 7.7 and 7.14 of this Agreement. The Parties agree that all drafts, discussions, negotiations, documentation or other information prepared in relation to this Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order, be disclosed to any Person other than the Parties' counsel, and only for purposes of the Litigation. Even in the event of termination of the Agreement, Defendant shall bear all costs and expenses as set forth in Section 5.7 of this Agreement, and all costs and expenses incurred prior to the Termination Date by the Claim Administrator as provided in Section 4.12 of this Agreement.

7.14. The Parties hereby stipulate to amend the definition of the class certified by the Court on July 15, 2016, to correspond to the definition of the California Litigation Class, on the ground that businesses and persons who purchased for purposes of resale were not

intended to be included in the certified class and that different facts and legal rights may apply to them.

VIII. RELEASES

8.1. Nature of Release. To the extent set forth in Sections 8.2 and 8.3 below, the obligations incurred by Defendant pursuant to this Agreement shall be a full and final disposition and settlement of all claims, actions, suits, obligations, debts, demands, rights, causes of action, liabilities, controversies, costs, expenses, and attorneys' fees, known or unknown, which actually were, or could have been, asserted in the Litigation against it, whether individual, class, representative, legal, equitable, administrative, direct or indirect, or any other type or in any other capacity, all of which shall be finally and irrevocably compromised, settled, released, and discharged with prejudice, as set forth in Sections 8.2 and 8.3 below.

8.2. Release Regarding Plaintiff and Released Parties. Upon Final Approval, Plaintiff (for purposes of this Section 8.2, Plaintiff includes Plaintiff and her agents, assigns, attorneys, beneficiaries, and members of her family) on the one hand, and the Released Parties on the other hand, shall mutually release and forever discharge each other from and shall be forever barred from instituting, maintaining, or prosecuting:

(a) any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, that actually were, or could have been, asserted in the Litigation, whether based upon any violation of any state or federal statute or common law or regulation or otherwise, or arise directly or indirectly out of, or in any way relate to, the allegations, claims, or contentions that actually were, or could have been, asserted in the Litigation, that Plaintiff, on the one hand, and Defendant, on the other hand, have had in the past, or now have, related in any manner to the Released Parties' products, services or business affairs;

(b) any and all other claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, that Plaintiff, on the one hand, and Defendant, on the other hand, have had in the past or now have, related in any manner to any and all Released Parties' products, services or business affairs, or otherwise. Plaintiff and Defendant expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiff and Defendant explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiff and Defendant with the knowledge of the possibility of such unknown claims, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiff and Defendant expressly waive all provisions, rights and benefits of California Civil Code section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). **Section 1542 provides:**

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

(c) Each and every term of this Section shall be binding upon, and inure to the benefit of Plaintiff and the Released Parties, and any of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, owners, successors, predecessors-in-interest, and assigns, which persons are intended to be beneficiaries of this Section.

8.3. Release Regarding Settlement Class Members and Released Parties.

(a) Upon Final Approval, Settlement Class Members (except any such person that has filed a proper and timely request for exclusion from the Settlement Class) shall release and forever discharge the Released Parties from any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, whether arising under any international, federal, state or local statute, ordinance, common law, regulation, principle of equity or otherwise, that arise out of or relate to the Imported From Italy Allegations and were, or could have been, asserted in the Litigation, excluding those claims set forth in Section 8.3(e).

(b) With respect **only to the released claims set forth in Section 8.3(a)**, each Settlement Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). **Section 1542 provides:**

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

The Parties expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. The Parties explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between the Parties with the knowledge of the possibility of such unknown claims, were given in exchange for a full accord, satisfaction, and discharge of all such claims.

(c) Each and every term of this Section shall be binding upon the Settlement Class Members and any of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, and inure to the benefit of the Released Parties, and any of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, owners, successors, predecessors-in-interest, and assigns,, who are intended to be beneficiaries of this Section.

(d) The Parties shall be deemed to have agreed that the release set forth herein will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims.

(e) Nothing in this Section 8.3 shall operate to bar or release any claim for personal injury arising out of the use of the Products, nor shall anything in this Section 8.3 operate to bar any defense, cross-claim or counter-claim in any action initiated by any of the Released Parties against any Settlement Class Member. For the avoidance of doubt, nothing in this Section 8.3 shall operate as a release of the Extra Virgin Allegations.

8.4. Effectuation of Settlement. None of the above releases include releases of causes of action to enforce the terms of the settlement.

8.5. No Admission of Liability. This Agreement reflects, among other things, the compromise and settlement of disputed claims among the Parties hereto, and neither this Agreement nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this Agreement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, or defense, or of any point of fact or law (including but not limited to matters respecting class certification) on the part of any Party. Defendant expressly denies the allegations of the complaints in the Litigation. Neither this Agreement, nor the fact of settlement, nor the settlement proceedings, nor settlement

negotiations, nor any related document, shall be used as an admission of any fault or omission by the Released Parties, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate, interpret, or enforce this Agreement. The Released Parties may file the Agreement and/or the Final Approval order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

IX. ADDITIONAL PROVISIONS

9.1. Best Efforts. Subject to the limitations expressed herein, the Parties' counsel shall use their best efforts to cause the Court to give Preliminary Approval to this Agreement and settlement as promptly as practicable, to take all steps contemplated by this Agreement to effectuate the settlement on the stated terms and conditions, to cooperate in addressing any objections, and to obtain Final Approval of this Agreement. The Parties and Counsel shall not encourage anyone directly or indirectly to opt out or object; nevertheless, action by the Class Representative to object to approval of this Agreement shall not deprive the Class Representative of the right to request the incentive award as set forth in Section 6.2. If the Court requires changes to the Agreement as a prerequisite to Preliminary Approval or Final Approval, the Parties shall negotiate in good faith regarding such changes.

9.2. Media. To avoid contradictory, incomplete or confusing information about the settlement during the Claim Period, the Parties agree that if they make any written press releases or statements to the media about the settlement before the conclusion of the Claim

Period, such releases or statements will be approved by the Parties in advance and, where desired by the other Party, made jointly.

9.3. Non-Disparagement. Except as may be contrary to Rule 1-500 of the California Rules of Professional Conduct in the event that it impinges on the ability of Plaintiff's Counsel to practice law and to fully and vigorously represent any present or future clients, Plaintiff and Plaintiff's Counsel shall make no statements, including statements to the press or any other public statements, that disparage Defendant, any Released Party, or any of the Products, or accuse Defendant or any Released Party of any wrongdoing regarding this Settlement or Litigation or the subject matter thereof.

9.4. Changes of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Plaintiff's Counsel and Defendant's Counsel, without notice to Settlement Class Members except that the Claim Administrator shall ensure that such dates are posted on the Settlement Website.

9.5. Termination Rights. Except for changes to the time periods as set forth in the prior paragraph, and except as set forth in Section 6.6 of this Agreement, all other terms and limitations set forth in this Agreement and in the documents referred to or incorporated herein (including but not limited to the Long Form Notice, the Print Publication Notice, the Online Notice and the Claim Form) shall be deemed material to the Parties' agreement, and in the event any such other term is altered or amended by the Court (including if the Court refuses to certify the Settlement Class and/or modifies the definition of the class), or any other court, or if any federal or state authority objects to or requires modifications to the Agreement, any Party whose rights or obligations are affected by the alteration or amendment may terminate this Agreement upon written notice to the other Party. In addition, Defendant shall have the sole and exclusive

right to terminate this Agreement upon written notice to Plaintiff within three (3) days of determination by the Claim Administrator regarding the number of Valid Claims pursuant to Section 4.7 of this Agreement, if its total costs under Sections 4.12, 4.13 and 5.7 of this Agreement are projected to exceed \$5,000,000. In the event of termination of this Agreement under the terms of the prior sentence, the Claim Administrator shall send additional notice by email to all persons who submitted claims for settlement benefits and provided an email address, informing them that the settlement was terminated and will not become effective, and Defendant shall bear all costs and expenses for providing such notice. The termination of the Agreement shall be deemed effective five (5) days after the provision of notice pursuant to this paragraph, or at any later date agreed in writing by the Parties (“Termination Date”).

9.6. Time for Compliance. All time periods set forth herein shall be computed in calendar days unless otherwise specified. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday or court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

9.7. Governing Law. This Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflicts of law principles.

9.8. Entire Agreement. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties hereto relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms as between the Parties hereto, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial proceeding, if any, involving this Agreement. Any

amendment or modification of the Agreement must be in writing signed by each of the Parties and their counsel.

9.9. Advice of Counsel. The determination of the terms of, and the drafting of, this Agreement have been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto and their counsel. The presumption found in California Civil Code section 1654 that uncertainties in a contract are interpreted against the party causing an uncertainty to exist is hereby waived by all Parties.

9.10. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Parties hereto.

9.11. No Waiver. The waiver by any Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

9.12. Execution in Counterparts. This Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Agreement in counterparts and/or by fax or electronic mail, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

9.13. Captions. Captions and section numbers herein are inserted merely for the reader's convenience, and in no way define, limit, construe, or otherwise describe the scope or intent of the provisions of this Agreement.

9.14. Extensions of Time. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

9.15. Enforcement of this Agreement. The Court shall retain jurisdiction to enforce, interpret, and implement this Agreement. All Parties hereto submit to the jurisdiction of the Court for these purposes.

9.16. Plaintiff to be Included in Settlement Class. Plaintiff hereby agrees not to request to exclude herself from the Settlement Class. Any such request shall be void and of no force or effect.

9.17. Representation by Plaintiff's Counsel. Plaintiff's Counsel represent that they have not been retained to file a lawsuit nor agreed to serve as co-counsel in a lawsuit against Defendant, nor have they been retained or agreed to serve as co-counsel in a lawsuit based on the advertising, marketing, or sale of olive oils distributed by Defendant.

9.18. Notices. All notices to the Parties or counsel required by this Agreement, shall be made in writing and communicated by mail and fax or email to the following addresses:

If to Plaintiff or Plaintiff's Counsel:

Adam Gutride, Esq.
Seth Safier, Esq.
Kristen Simplicio, Esq.
Gutride Safier LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 639-9090
Fax: (415) 449-6469
Email: adam@gutridesafier.com, seth@gutridesafier.com,
kristen@gutridesafier.com

and

Hassan A. Zavareei, Esq.
Jeffrey D. Kaliel, Esq.
Anna C. Haac, Esq.
Andrew J. Silver, Esq.
Tycko & Zavareei LLP
1828 L Street, N.W., Suite 1000
Washington, DC 20036
Telephone: (202) 973-0900
Fax: (202) 973-0950
Email: hzavareei@tzlegal.com, jkaliel@tzlegal.com, ahaac@tzlegal.com,
asilver@tzlegal.com

If to Salov's Counsel:

Mark E. Haddad, Esq.
Sean A. Commons, Esq.
Nitin Reddy, Esq.
Sidley Austin LLP
555 West Fifth Street, Suite 4000
Los Angeles, California 90013
Telephone: (213) 896-6000
Facsimile: (213) 896-6600
Email: mhaddad@sidley.com, scommons@sidley.com,
nreddy@sidley.com


9.19. Protective Orders. All orders and designations regarding the confidentiality of documents and information ("Protective Orders") remain in effect, and all Parties and counsel remain bound to comply with the Protective Orders, including the provision to certify the destruction of "Confidential" documents.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the last date it is executed by all of the undersigned.

APPROVED AS TO FORM:

DATED: December 29, 2016

GUTRIDE SAFIER LLP



Adam Gutride
Seth A. Safier
Kristen Simplicio
Attorneys for Plaintiff

DATED: December __, 2016

TYCKO AND ZAVAREEI LLP

Hassan A. Zavareei, Esq.
Jeffrey D. Kaliel, Esq.
Anna C. Haac, Esq.
Andrew J. Silver, Esq.
Attorneys for Plaintiff

If to Salov's Counsel:

Mark E. Haddad, Esq.
Sean A. Commons, Esq.
Nitin Reddy, Esq.
Sidley Austin LLP
555 West Fifth Street, Suite 4000
Los Angeles, California 90013
Telephone: (213) 896-6000
Facsimile: (213) 896-6600
Email: mhaddad@sidley.com, scommons@sidley.com,
nreddy@sidley.com

9.19. Protective Orders. All orders and designations regarding the confidentiality of documents and information ("Protective Orders") remain in effect, and all Parties and counsel remain bound to comply with the Protective Orders, including the provision to certify the destruction of "Confidential" documents.

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APPROVED AS TO FORM:

DATED: December __, 2016

GUTRIDE SAFIER LLP

Adam Gutride
Seth A. Safier
Kristen Simplicio
Attorneys for Plaintiff

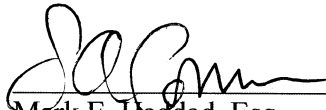
DATED: December 30, 2016

TYCKO AND ZAVAREEI LLP

Hassan A. Zavareei, Esq.
Jeffrey D. Kalish, Esq.
Anna C. Haac, Esq.
Andrew J. Silver, Esq.
Attorneys for Plaintiff

DATED: December 30, 2016

SIDLEY AUSTIN LLP



Mark E. Haddad, Esq.

Sean A. Commons, Esq.

Nitin Reddy, Esq.

Attorneys for Salov North America Corp.

APPROVED AND AGREED:

DATED: December __, 2016

Rohini Kumar

DATED: December __, 2016

SALOV NORTH AMERICA CORP.

By: _____

Name: _____

Its: _____

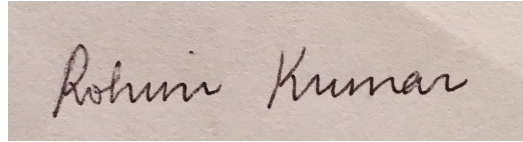
DATED: December __, 2016

SIDLEY AUSTIN LLP

Mark E. Haddad, Esq.
Sean A. Commons, Esq.
Nitin Reddy, Esq.
Attorneys for Salov North America Corp.

APPROVED AND AGREED:

DATED: December 30, 2016

A rectangular box containing a handwritten signature in dark ink. The signature appears to read "Rohini Kumar".

Rohini Kumar

DATED: December __, 2016

SALOV NORTH AMERICA CORP.

By: _____

Name: _____

Its: _____

DATED: December __, 2016

SIDLEY AUSTIN LLP

Mark E. Haddad, Esq.
Sean A. Commons, Esq.
Nitin Reddy, Esq.
Attorneys for Salov North America Corp.

APPROVED AND AGREED:

DATED: December __, 2016

Rohini Kumar

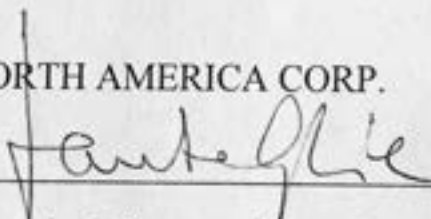
DATED: December __, 2016

SALOV NORTH AMERICA CORP.

By: _____

Name: _____

Its: _____



MARCO DE CEGLIE

CEO