

SETTLEMENT AGREEMENT

This agreement (the “Settlement Agreement” or “Agreement”) is effective as of the latest date set forth in the below signature blocks. It is made and collectively entered into by and among: (a) Plaintiffs Lori Cowen, Rochelle Ibarrola, Ava Adames, Barbara Whalen, and Amanda Wells (collectively, “Plaintiffs”); and (b) Defendant Lenny & Larry’s, LLC, (converted from and formerly known as Lenny & Larry’s, Inc.) (“Defendant”). This Settlement Agreement is intended by the Settling Parties (as defined below) to fully, finally, and forever to resolve, discharge, and settle the claims released in this Agreement upon and subject to the terms and conditions hereof. This Settlement Agreement is made in accordance with, and pursuant to, Federal Rule of Civil Procedure Rule 23(e).

RECITALS

A. THE LITIGATION

On February 28, 2017, Plaintiffs Lori Cowen and Rochelle Ibarrola, individually and on behalf of putative class members, filed a complaint against Defendant in the United States District Court for the Northern District of Illinois, Eastern Division, entitled *Lori Cowen, et al. v. Lenny & Larry’s, Inc.*, Case No.

1:17-cv-01530 (the “Litigation”). The parties to that Litigation and the Court proceeded with motion practice and, on May 25, 2017, Plaintiffs Lori Cowen and Rochelle Ibarrola, individually and on behalf of putative class members, filed a first amended complaint.

On December 21, 2017, Plaintiffs Lori Cowen, Rochelle Ibarrola, and Ava Adames, individually and on behalf of putative class members, filed a second amended complaint. On March 23, 2018, Plaintiffs Rochelle Ibarrola, Amanda Wells, and Barbara Whalen, individually and on behalf of putative class members, filed a third amended complaint. Plaintiffs alleged claims based on multiple states’ laws, but concurrently explored settlement opportunities, including formal mediation.

B. BACKGROUND

Pursuant to California Civil Code section 1150, Lenny and Larry’s, Inc., the California corporation named as the defendant in the Litigation, converted to Lenny & Larry’s, LLC, a California limited liability company. The conversion was effective as of May 25, 2017.

**C. CLAIMS OF THE PLAINTIFFS
AND BENEFITS OF SETTLEMENT**

Plaintiffs asserted claims against Defendant relating to the advertising, packaging, and labeling of its products. Among other things, Plaintiffs alleged that the nutritional content and values described for those products have been misstated. In reaching this Settlement Agreement, Plaintiffs and Plaintiffs' Counsel (as defined below) recognize and acknowledge the expense and length of time necessary to continue to prosecute the Litigation against Defendant through trial and appeals. Plaintiffs and Plaintiffs' Counsel have also taken into account the uncertain outcome and the risk of any litigation, especially complex cases such as this one, as well as the difficulties and delays inherent in such litigation.

While Plaintiffs and Plaintiffs' Counsel believe the claims in their respective complaints have merit, Plaintiffs and Plaintiffs' Counsel are also aware of the difficulties of proving the claims asserted against Defendant, as well as the existence of possible defenses to those claims. Plaintiffs and Plaintiffs' Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class (as defined below). Based upon their evaluation, Plaintiffs and Plaintiffs' Counsel have determined that the

settlement set forth in this Settlement Agreement is in the best interests of the Settlement Class (as defined below).

D. DEFENDANT'S DENIALS OF WRONGDOING AND LIABILITY

Defendant has denied and continues to deny each and all of the claims and contentions alleged by Plaintiffs in the Litigation, including without limitation all charges of wrongdoing against it, and the allegations that the Plaintiffs or the Settlement Class were harmed by the conduct of Defendant alleged in the Litigation.

Nonetheless, Defendant concluded that this Litigation, if not resolved by this Settlement Agreement, could be protracted and expensive and that it is desirable that the claims against Defendant be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement, in order to limit further expense, inconvenience, and distraction to Defendant. Defendant has also taken into account the uncertainty and risks inherent in any litigation, especially complex cases such as this one. Defendant has determined that it is desirable and beneficial to it that the Litigation be settled in the manner and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Plaintiffs and Defendant that: (i) subject to the approval of this Court required below, the Litigation and the Released Claims (as defined below) shall be finally and fully compromised, settled, and released as to all Settling Parties and the Settlement Class (subject to the Court's retention of jurisdiction over the Settling Parties) to enforce the terms of the Final Approval Order (as defined below) pursuant to Federal Rule of Civil Procedure 23(e)); (ii) the Litigation shall be finally and fully compromised, settled, released, and dismissed with prejudice as to all Settling Parties and the Settlement Class, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. DEFINITIONS

1.1 "Claims Administrator" means the entity the Settling Parties have agreed will provide notice to putative class members (the "Settlement Class Notice") and administer the claims and distribution process as specified *infra*.

1.2 "Class Counsel" means, collectively: (i) Wexler Wallace LLP; (ii) Barbat, Mansour & Suciu PLLC; and (iii) Wasserman Law Group.

1.3 "Defendant's Counsel" means, collectively: (i) Pillsbury Winthrop Shaw Pittman LLP; (ii) Hinshaw & Culbertson LLP; and (iii) Loeb & Loeb LLP.

1.4 “Distribution Amount” means the balance of the Settlement Class payment that remains to be distributed to the participating class members after subtracting from the settlement class payment the amount that the Court designates for Plaintiffs’ Counsel’s attorneys’ fees and costs (including but not limited to the costs of administering the settlement).

1.5 “Effective Date” means the first date by which all of the events and conditions specified in § 5.1 of this Settlement Agreement have been met and have occurred.

1.6 “Execution Date” means the date by which this Settlement Agreement is executed by and on behalf of all Settling Parties.

1.7 “Final Approval Hearing” means the hearing at which the Settling Parties’ counsel shall request that the Court finally approve the settlement reflected in this Agreement and enter the Final Approval Order (as defined below).

1.8 “Final Approval Order” means the order and judgment to be rendered by the Court, substantially in the form attached hereto as Exhibit C, and including but not limited to the provisions set forth in Sections 2 and 3 of this Agreement.

1.9 “Final Settlement Approval” means the date that the District Court order approving the settlement of the Litigation becomes final and from which no writ or appeal can be taken. Absent further events that alter the time when the order will become final and not reviewable, this is 60 days after the District Court order approving the settlement is entered pursuant to Rule 4(a)(1)(A) of the Federal Rules of Appellate Procedure, unless a request for a writ or Notice of Appeal is filed with respect to the Final Settlement Approval, in which event Final Settlement Approval means the date after which there is a ruling on the writ or appeal, and all deadlines for further appeal therefrom, or request for review thereof, have expired.

1.10 “Incentive Award” means any award approved by the Court that is payable to the Plaintiffs, *i.e.* the class representatives, from the Settlement Payment.

1.11 “Notice” means the notice of the settlement of the Litigation, substantially in the form of Exhibits A-1 and A-2 attached hereto, which shall include the general terms of the settlement set forth in this Settlement Agreement and the date of the Settlement Hearing (as defined below).

1.12 “Notice Date” means the date the Settlement Class Notice is provided.

1.13 “Opt-Out” means a Settlement Class Member (as defined below) who timely and validly requests exclusion from the Settlement Class.

1.14 “Participating Class Member” means a Settlement Class Member who is not an Opt-Out.

1.15 “Plaintiffs” means, collectively, Lori Cowen, Rochelle Ibarrola, Ava Adames, Barbara Whalen, and Amanda Wells.

1.16 “Preliminary Approval Order” means the preliminary approval and notice order substantially in the form of Exhibit B attached hereto, providing for, *inter alia*, certification of the provisional Settlement Class, preliminary approval of the settlement set forth in this Settlement Agreement, and approval for the Settlement Class Notice.

1.17 “Released Claims” means any and all actions, causes of action, claims, suits, demands, debts, obligations, liabilities, damages, dues, accounts, bonds, covenants, contracts, agreements, judgments, losses, costs, and expenses whatsoever, including, but not limited to, claims for violations of federal or state statutes including but not limited to 21 U.S.C. 343(a)(1), 410 ILCS 620/21(j),

California Business and Professions Code § 17200, Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, and any other statute directly or indirectly regulating food advertising or labeling, and claims sounding in common law tort, breach of contract, fraud, intentional misrepresentation, negligent misrepresentation, negligent supervision, conversion, negligence, unjust enrichment, and violations of any other statutes, rules, or regulations, whether known or unknown, suspected or unsuspected, that have been, could have been, or could be, asserted by the Plaintiffs or any Settlement Class Member who is not an Opt-Out, ever had, now have, or may or could hereafter have against the Released Parties (as defined below), whether under state or federal law, at law or in equity, of every kind and nature whatsoever and whether arising directly, indirectly, derivatively, individually, or in any other capacity, that in any way concern, arise out of, relate to any acts, omissions, facts, matters, transactions, occurrences, conduct, statements, or representations concerning or relating in any way to the subject matter of, or any allegations or assertions in any papers filed in, the Litigation or any related lawsuit, including all claims relating to advertising, nutritional statements, descriptions of ingredients, representations, or other statements whether contained on packaging, labeling, in

print or online advertising, or otherwise concerning The Complete Cookie or any other Lenny & Larry's baked goods product.

1.18 "Released Parties" means Defendant, and all of its respective officers, directors, shareholders, employees, partners, agents, members, predecessors, successors, parents, affiliates, subsidiaries, related entities, attorneys, insurers and assigns.

1.19 "Settlement Class" is all United States resident consumers who purchased one or more of Lenny & Larry's The Complete Cookie or other Lenny & Larry's baked goods products at a retail establishment or online any time up to the date of Final Settlement Approval.

1.20 "Settlement Class Member" means a Person who falls within the definition of the Settlement Class.

1.21 "Settlement Hearing" means the hearing at which the Settling Parties' (as defined below) counsel shall request that the Court finally approve the settlement reflected in this Settlement Agreement and enter the Final Approval Order and Judgment.

1.22 “Settling Parties” means, collectively, Defendant and the Plaintiffs on behalf of themselves and, for those who are putative class representatives, on behalf of the Settlement Class or any Settlement Class Member.

2. THE SETTLEMENT

2.1 *Settlement payment.* In consideration for the releases herein, Final Settlement Approval, and the other terms and conditions of this Settlement Agreement, Defendant shall contribute \$5 million to a common fund (the “Settlement Payment”) as follows: Defendant shall pay a maximum of \$1.85 million in cash, together with a minimum of \$3.15 million in free product as described below. Defendant will make available \$350,000 of the cash portion of the Settlement Payment to pay valid claims as submitted to the Claims Administrator as specified below. The balance of the cash portion of the Settlement Payment shall be available to pay for the administration of this Settlement, Plaintiffs’ Incentive Awards, and for such fees and costs for Class Counsel as approved by the Court. The Settlement Payment represents the entire amount Defendant will pay in consideration for the settlement of the Litigation, and the entire amount of the Settlement Payment shall be distributed as set forth herein. The Settlement Class shall not receive anything further from Defendant, whether for payment of Plaintiffs’ Counsel’s fees and costs, costs of

administration, notice, any participation awards to any named plaintiff, or otherwise.

2.2 Initial settlement distribution for Settlement Class Members with proofs of purchase. The Claims Administrator will activate the Interactive Voice Response system and the settlement website providing notice of the settlement and allowing Settlement Class Members to submit claim forms online. The Claims Administrator will also initiate banner ads and give notice to the Settlement Class allowing for the submission of claims for cash or free product. For each Settlement Class Member who submits a valid claim form supported by proof of purchase of a Lenny & Larry's baked goods product, that Settlement Class Member may elect to receive a cash distribution not exceeding the greater of (i) the amount reflected by the proof of purchase of up to \$50.00 or (ii) \$20.00. All proofs of purchase submitted to establish a \$20.00 cash distribution must be dated prior to the Notice Date. Alternatively, the respective Settlement Class Member, with proof of purchase, may elect to receive free Complete Cookies with a retail value of up to \$30.00, including shipping charges and applicable costs. Because Lenny & Larry's has a record of online purchases made through its website, Lenny & Larry's will provide customer data for online purchasers to the Claims Administrator. The Claims

Administrator may give notice of the Settlement to these online purchasers via their last known email address. Settlement Class Members who purchased Lenny & Larry's baked goods products online need not submit proof of purchase but may submit a claim form electing cash or product under this Section as though those members have a proof of purchase.

2.3 *Initial settlement distribution for Settlement Class Members without valid proof of purchase.* Settlement Class Members who do not have valid proof of purchase of a Lenny & Larry's baked goods product may elect to submit a completed claim form and affidavit in the form attached as Exhibit D hereto. Such Settlement Class Members may receive \$10.00 in cash or Complete Cookies with a retail value of up to \$15.00, including shipping charges and applicable costs.

2.4 *One Claim per Settlement Class Member and per household.* Only one claim may be submitted per Settlement Class Member and per Household, regardless of the number of Settlement Class Members residing at a particular address. However, multiple proofs of purchase may be used to establish one claim.

2.5 *Timing for claims submission.* In order to receive a cash or product distribution from the initial settlement distribution, the Claims Administrator must receive a valid claims form, including any proof of purchase or affidavit within 60 days (or the next business day thereafter) of the Notice Date.

2.6 *Cash distribution.* At the conclusion of the 60-day period described in Section 2.5 of this Settlement Agreement, the Claims Administrator shall advise counsel for the Settling Parties of the amount in cash claimed. If more than \$350,000 is claimed, each Settlement Class Member's cash claim shall be reduced on a *pro rata* basis. If less than \$350,000 is claimed, the unclaimed cash shall be returned to Defendant, and value of the free cookie distribution will be increased by like amount. By way of illustration, if \$50,000 in cash remains unclaimed, that \$50,000 will be returned to Defendant, and the free cookie distribution pursuant to the secondary claim distribution described below in section 2.8 shall increase by \$50,000. Regardless of cash claims rate, the total value of product and cash distributed to the class shall be the total Settlement Payment, minus costs of administration, attorneys fees and costs as outlined in this Agreement. Nothing herein shall be construed to increase Defendant's liability beyond this amount. Cash distributions will be paid by the Claims Administrator in the form of a check, which must be cashed within 60 days. If a

check is not cashed, the funds will be returned to the Settlement Payment and treated as unclaimed cash under this section for purposes of a Secondary Claim Distribution.

2.7 *Accounting.* At the conclusion of the 60-day period described in Section 2.5 of this Settlement Agreement, the Claims Administrator shall provide an accounting of the total cash amount claimed and paid, together with an accounting of the total amount of free product claimed. The value of product claimed shall be subtracted from \$3,150,000 to arrive at a total amount for the secondary claim distribution (as described below), subject to possible upward adjustment pursuant to Section 2.6 of this Settlement Agreement.

2.8 *Secondary claim distribution.* Recognizing that the submission of claims in class action settlements can be difficult to predict, to the extent that the initial free product distribution does not equal \$3,150,000, the balance shall be distributed free via retail locations within 90 days (or the next business day thereafter) of receipt of the Claims Administrator's accounting. The retail locations will include 50 states, and retail locations for The Vitamin Shoppe, GNC, and additional retailers to be identified by Defendant. The secondary claim distribution will provide one free cookie package per customer, no purchase necessary. Defendant shall cause cookies labeled as "not for resale" to be

distributed to the retailers for distribution such that the cost to Defendant equals the shortfall, if any, between the initial free product distribution and \$3,150,000, as adjusted pursuant to Section 2.6 of this Settlement Agreement.

2.9 Notwithstanding any other provisions of this Settlement Agreement, in the event that more than 300 Settlement Class Members opt out of the Settlement, Defendant has the right to terminate this settlement in its entirety by providing prompt written notice to Plaintiffs' Counsel.

2.10 *Administration costs.* The costs reasonably and actually incurred by the Claims Administrator in connection with administering this settlement shall be re-paid from the Settlement Class Payment upon their receipt by the Claims Administrator. The Claims Administrator's fees and costs shall not exceed \$295,781.82 for the first 10,000 claims and \$ 4,530 in costs for each additional 1,000 claims. The Claims Administrator shall be advised of this fact, in writing, by counsel for the Settling Parties prior to the Claims Administrator being engaged.

2.11 *Class Counsels' attorneys' fees.* Class Counsel may receive from the Settlement Payment, subject to Court approval, attorneys' fees, costs, and expenses not to exceed 24% of the Settlement Payment. Class Counsel will

petition the Court for an award of such attorneys' fees and Defendant agrees to not object to or otherwise challenge, directly or indirectly, Class Counsel's petition for reasonable attorneys' fees and for reimbursement of costs and expenses if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the Court in attorneys' fees and for reimbursement of costs and expenses. Payment of this fee award (the "Fee Award") will be made from the Settlement Payment and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Section of this Settlement Agreement shall be returned to Defendant, who shall increase the free cookie distribution value by like amount, consistent with the operation of Section 2.6 of this Settlement Agreement.

2.12 *Class Counsels' costs.* Each of the law firms comprising Class Counsel may seek costs associated with the Litigation, which Class Counsel estimates are, collectively, in excess of \$80,000 and less than \$110,000. Class Counsel will only seek reasonable costs associated with the Litigation.

2.13 *Fee Award.* The Fee Award will be payable by Defendant within thirty days (or the next business day thereafter) after: (i) Final Settlement Approval; and (ii) the providing of all payment routing information and tax I.D.

numbers for Barbat, Mansour & Suciu, PLLC, in its role as agent for Class Counsel. Payment of the Fee Award will be made from the Settlement Payment by wire transfer to Barbat, Mansour & Suciu, PLLC, as agent for Class Counsel, for distribution to and among counsel for Plaintiffs and the class representatives, in accordance with wire instructions to be provided by Barbat, Mansour & Suciu, PLLC, and completion of necessary forms, including but not limited to W-9 forms.

2.14 *Incentive Award.* Subject to Court approval and in recognition of Plaintiffs' efforts on behalf of the Settlement Class, Plaintiffs may be paid an incentive award from the Settlement Payment in the amount of \$1,500.00 each, in addition to any settlement payment as a result of an approved claim pursuant to this Settlement Agreement. Defendant will not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the Incentive Award to the class representatives if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the Court as the Incentive Award for the class representatives. Such award will be paid from the Settlement Payment (in the form of a check to the class representatives that is sent care of Class Counsel) 30 days (or the next business day thereafter) after Final Settlement Approval.

2.15 *Effectiveness of Settlement Agreement.* For purposes of this settlement only, and provided that Final Settlement Approval occurs, the Settling Parties agree to the certification of a provisional Settlement Class. In the event that this Settlement Agreement is not finally approved by the Court, or the settlement is terminated for any reason, then this Settlement Agreement shall be void and the Settling Parties reserve all of their respective rights, positions and arguments on, among other points, the issue of whether a class should be certified in the Litigation, whether dispositive motions should be granted and attorneys' fees awarded, and all claims, issues, defenses, filed complaints, and causes of action, are preserved and restored, without prejudice, as if this Settlement Agreement had never been executed, and the Settling Parties remain free to pursue the lawsuit that was pending prior to this Settlement Agreement subject to all available defenses. In the event the settlement is terminated, this Settlement Agreement shall neither be admissible nor be utilized as evidence regarding class certification or otherwise in further proceedings in the Litigation.

2.16 *Plaintiffs bound.* All Plaintiffs are bound by this Settlement Agreement and agree not to become an Opt-Out.

3. PRELIMINARY APPROVAL ORDER AND SETTLEMENT HEARING

3.1 *Motion for preliminary approval.* As soon as reasonably practicable after the Execution Date, and in no event later than October 25, 2018, the Settling Parties shall jointly move the Court to: (i) find preliminarily that this settlement is a fair, adequate, and reasonable compromise of the Released Claims; (ii) order that the Settlement Class Notice be provided to the Settlement Class within 30 days (or the next business day thereafter) after the Preliminary Approval Order has been entered; (iii) declare that the Settlement Class Notice requirements of Federal Rule of Civil Procedure 23(e)(1) have been satisfied; (iv) schedule a date no later than 60 days (or the next business day thereafter) after the Notice Date by which any Settlement Class Member may opt out of the settlement; (v) schedule a date by which any Settlement Class Member who objects to the terms of this Agreement may file and serve written objections to the Agreement together with a deadline by which any Settling Party may file a brief in opposition to any such objection; and (vi) schedule a Final Approval Hearing date pursuant to Federal Rule of Civil Procedure 23(e)(2), at which any Settlement Class Member who is not an Opt-Out and who meets other requirements established by the Court, may appear in order to object to the fairness, adequacy or reasonableness of this Agreement. The Motion for Preliminary Approval shall

seek to schedule the Final Approval Hearing on final approval of this Agreement before the Court for a date no later than one hundred twenty (120) days after Notice Date. For the avoidance of doubt, at the Final Approval Hearing, Settlement Class Members: (1) may make any objections to the terms of the Settlement Agreement that relate to Plaintiffs' Attorneys; and (2) may also object to the specific application of any of Plaintiffs' Attorneys for payment of fees, and may request a copy of any such fee application.

3.2 *Claims Administrator duties.* The Claims Administrator shall: (i) provide Settlement Class Notice in accordance with the Preliminary Approval Order; (ii) receive and catalogue all Opt-Outs; (iii) receive and catalogue all Claim Forms; (iv) make any additional mailings required under the terms of this Agreement; (v) distribute payments to Participating Class Members; and (vi) otherwise assist with the administration of the Settlement Agreement. All fees and out-of-pocket costs incurred by the Claims Administrator in administering the settlement and distributing the Distribution Amount (but not the Claims Administrator's attorneys' fees to defend contested claims in the Claims Administration Process in the District Court), including the cost for providing Settlement Class Notice, shall be reimbursed from the Settlement Class payment, if approved by the Court, after reasonable notice to Settling Parties'

counsel and a reasonable opportunity to object. At least five business days prior to the Final Approval Hearing, the Claims Administrator shall provide a declaration to be filed with the Court and served on Defendant detailing the status of Settlement Class Notice.

3.3 *Notice contents.* The Settlement Class Notice shall specifically indicate that Settlement Class Members who so desire may exercise the right to exclude themselves from the Settlement Class (*i.e.*, to opt out), but only if they comply with the requirements for doing so as set forth in the Settlement Class Notice. The Settlement Class Notice shall further provide that any objections to: (i) the settlement proposed by this Agreement; and (ii) entry of the Final Approval Order approving the settlement, and any papers submitted in support of said objections, shall be considered by the Court at the Final Approval Hearing only if, on or before the date specified in the Settlement Class Notice, Settlement Class Members making any such objections file and serve on the Settling Parties written objections (which shall set forth each objection and the basis therefore) and copies of any papers in support of their positions as set forth in the Settlement Class Notice. Counsel for any Settling Party may file a brief in opposition to any such objection in accordance with deadlines for service and filing as set forth in the Settlement Class Notice. The Settlement Class Notice shall further provide

that any Settlement Class Member who does not properly and timely request exclusion from the Settlement Class shall be bound by any and all judgments, releases and settlements entered or approved by the Court, whether favorable or unfavorable to the Settlement Class. The Settlement Class Notice shall provide that no Settlement Class Member may simultaneously object to the settlement and opt out.

3.4 *Subsequent actions.* The Preliminary Approval Order and Settlement Class Notice shall also state that, pending final determination of whether the settlement contained in this Agreement should be approved, the Plaintiffs and other Settlement Class Members shall not commence or prosecute any action or proceeding in any court or tribunal asserting any of the Released Claims against the Released Parties, either directly, indirectly, derivatively, individually, representatively, or in any other capacity.

3.5 *Final Approval Hearing.* At the Final Approval Hearing, the Settling Parties' counsel shall request that the Court finally approve the settlement reflected in this Settlement Agreement and enter the Final Approval Order which shall, among other things:

- a. Provide final approval of the settlement contemplated by this Settlement Agreement as being a fair, reasonable, and adequate settlement for, and in the best interests of the Settlement Class Members;
- b. Determine that this Settlement Agreement has been made in good faith, according to the terms of Federal Rule of Civil Procedure 23;
- c. Direct that this Settlement Agreement be consummated pursuant to its terms and conditions;
- d. Discharge and release the Released Parties from all Released Claims;
- e. Overrule any objections to the settlement reflected in the Settlement Agreement;
- f. Find that the Settlement Class Notice provided in this Agreement:
(i) constitutes reasonable and the best practicable notice; (ii) is reasonably calculated to apprise the Settlement Class Members of the pendency of the Litigation, the terms of settlement, the right to object to this Agreement, and the right to appear at the Final Approval Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons or entities to receive such notice; and (iv) meets

the requirements of due process, Federal Rule of Civil Procedure 23, and any other applicable law or rules of the Court;

- g. Reserve continuing and exclusive jurisdiction over the settlement for all purposes, including its administration, consummation, and any disputes that may arise concerning it; and
- h. Effect the dismissal on the Effective Date of the Litigation.

4. RELEASES AND DISMISSALS

4.1 (a) Upon the Effective Date, each of the Plaintiffs shall have, and each of the Settlement Class Members who are not Opt-Outs shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and covenanted not to sue the Released Parties on the Released Claims.

(b) With respect to the Released Claims, the Settling Parties stipulate and agree that, upon entry of the Final Approval Order, the Plaintiffs and each of the Settlement Class Members shall expressly deem to have, and by operation of the Final Approval Order shall have, waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides:

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

(c) Each Plaintiff and Settlement Class Member, upon entry of the Final Approval Order, shall be deemed to have, and by operation of the Final Approval Order shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code as to the Released Parties. Plaintiffs and Settlement Class Members may hereafter discover facts in addition to or different from those which, he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs and each Settlement Class Member, upon entry of the Final Approval Order, shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future against the Released Parties, including, but not limited to, conduct which is negligent, intentional, with or without malice, or

a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge that the foregoing waiver was bargained for and is a key element of the settlement of which this release is a part.

4.2 The releases in this Section 4 of this Settlement Agreement shall not affect any claims to enforce the terms of this Settlement Agreement or any orders, agreements, or rights arising therefrom.

4.3 Within five court days of the Effective Date, Plaintiffs' Counsel in the Litigation shall file any remaining necessary papers to dismiss the lawsuit.

5. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

5.1 The Effective Date of the Settlement Agreement shall be conditioned on the occurrence of all of the following events:

- a. The Court has entered the Preliminary Approval Order, as required by Section 3 of this Settlement Agreement;
- b. The Settlement Class Notice has been given pursuant to the Preliminary Approval Order;

- c. The Court has entered the Final Approval Order, or an order substantially in the form of Exhibit C to the appended Settlement Agreement (Appendix 1) hereto;
- d. Final Settlement Approval has occurred; and
- e. Defendant has not exercised its right to terminate the Settlement Agreement pursuant to Section 2.9 of this Settlement Agreement.

5.2 This Settlement Agreement will be enforceable only upon signature by all the Settling Parties, unless Defendant waives this requirement in writing as to a particular Plaintiff or Plaintiffs. Further, this Settlement Agreement shall be void if any of the Plaintiffs purport to opt out of the settlement, unless Defendant waives this requirement in writing as to particular Plaintiffs.

5.3 This Settlement Agreement shall be terminated, become void and have no further force and effect, unless Plaintiffs' Counsel and counsel for Defendant mutually agree in writing to proceed with this Settlement Agreement, except for Sections 5.5 and of this Settlement Agreement 6.5, which shall remain in full force and effect if: (i) the Court fails to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted herewith, or either of such orders is reversed, vacated, or modified upon appeal; or (ii) any

of the other conditions specified in Section 5.1 of this Settlement Agreement are not met.

5.4 The Claims Administrator shall, within 15 business days after the time period for Settlement Class Members to exclude themselves from the settlement has ended, email the Defendant's Counsel a copy of each request for exclusion.

5.5 In the event this Settlement Agreement is cancelled, terminated or withdrawn, the Settling Parties shall be restored to their respective positions in the Litigation as of June 1, 2018. In such event, the terms and provisions of this Agreement, or any documents or exhibits related thereto, shall have no further force and effect with respect to the Settling Parties and shall not be used in any proceeding for any purpose, and any judgment or order entered by the Court under the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

6. MISCELLANEOUS PROVISIONS.

6.1 The Settling Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their reasonable efforts to accomplish the

foregoing terms and conditions of this Settlement Agreement, and to obtain dismissal with prejudice of the Litigation. Plaintiffs shall dismiss the Litigation within five court days of the Effective Date.

6.2 The Settling Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement Agreement compromises claims that are contested and shall not be deemed or treated as an admission by any Settling Party or Settling Parties as to the merits of any claim or defense. The Settling Parties agree that the settlement was negotiated in good faith and reflects a settlement that was reached voluntarily after consultation with experienced legal counsel. All communications (whether oral or in writing), between or among the Parties and their counsel relating to, concerning, or in connection with this Settlement Agreement shall be governed and protected in accordance with Federal Rule of Evidence 408 and applicable state laws to the fullest extent permitted by law.

6.3 Pending final determination of whether the terms contained in this Settlement Agreement should be approved, the Plaintiffs shall not prosecute any action or proceeding in any court or tribunal asserting any of the Released Claims against any of the Released Parties, either directly, indirectly, derivatively, individually, representatively, or in any other capacity, nor shall any Settlement

Class Member commence any such action or proceeding. With the exception of dates contained in this Settlement Agreement or any of its exhibits, all litigation dates in the Litigation are vacated; all further discovery is stayed; and, except as necessary or expeditious to consummate this settlement, all other proceedings in the Litigation are stayed.

6.4 No Settling Party or his, her, or its counsel shall issue a press release, make any statement to the media, or post any comments online or on social media regarding the Litigation or any part of it, or regarding this settlement, unless Defendant has provided its written consent to such a press release, statement or posting.

6.5 Neither this Settlement Agreement nor the settlement, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of Defendant; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Notwithstanding anything stated elsewhere in this Settlement Agreement, Defendant may file this Settlement

Agreement and/or the settlement order and final judgment in any action 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 other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

6.6 All of the exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

6.7 This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their successors in interest.

6.8 This Settlement Agreement and the exhibits attached hereto constitute the entire agreement among the Settling Parties and supersede all prior and contemporaneous oral and written agreements and discussions. No representations, warranties, or inducements have been made to any Settling Party concerning this Settlement Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

6.9 Except as otherwise provided herein, each Settling Party shall bear his, her, or its own fees, expenses, and costs.

6.10 All agreements relating to the confidentiality of documents shall remain in effect by their terms, notwithstanding this Settlement Agreement or the dismissal of the Litigation.

6.11 With the exception that all Plaintiffs must sign this Settlement Agreement (subject to Defendant's right, referenced above, to waive this provision for specific plaintiffs), Plaintiffs' Counsel represent that they, on behalf of the Plaintiffs, are expressly authorized to take all appropriate actions required, or permitted to be taken, by the Plaintiffs pursuant to this Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to this Settlement Agreement on behalf of the Plaintiffs that they deem appropriate.

6.12 Each counsel executing this Settlement Agreement or any of its exhibits hereby warrants that he or she has the full authority of his or her clients to do so. Each person executing this Settlement Agreement or any of its exhibits on behalf of any Settling Party that is not a natural person hereby warrants that such person has the full authority to do so.

6.13 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court. PDFs of executed signature pages shall be deemed to be original signature pages.

6.14 This Settlement Agreement shall be binding upon, and inure to the benefit of, the Settling Parties and their representatives, agents, executors, heirs, spouses, partners, corporate parents, affiliates, beneficiaries, successors, and assigns.

6.15 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

6.16 This Settlement Agreement and the exhibits attached hereto shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Illinois, and the rights and obligations of the Settling Parties shall be construed and enforced in accordance with, and governed by, the

internal substantive laws of the State of Illinois without giving effect to that State's conflict of laws principles.

6.17 None of the Settling Parties has heretofore assigned, encumbered, hypothecated, transferred, or pledged, or purported to assign, encumber, hypothecate, transfer, or pledge, voluntarily, involuntarily, by operation of law, or by way of subrogation, to any person or entity, any interest in any of the Released Claims or other matters released by this Settlement Agreement.

6.18 Each of the Settling Parties has cooperated in the drafting and preparation of this Settlement Agreement and therefore this Settlement Agreement shall not be construed for or against any Settling Party. Descriptive headings are used herein for convenience only and shall not control or affect the meaning or construction of any provision of this Settlement Agreement. As used herein, and unless otherwise provided, the singular shall include the plural, and the plural shall include the singular, and the masculine, feminine, and neuter genders are used interchangeably, as the context may require.

6.19 Each Party acknowledges that he, she, or it has entered into this Settlement Agreement voluntarily and of his, her, or its own free choice and that he, she, or it has had the opportunity, if he, she, or it so desires, to seek the advice

of independent counsel of his, her, or its own choosing with respect to this Settlement Agreement.

6.20 Time is expressly of the essence to the performance of all obligations, conditions, and covenants contained herein.

6.21 No waiver of any of the provisions of this Settlement Agreement shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall any such asserted waiver constitute a continuing waiver.

6.22 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 Settlement Agreement or by order of any court, the day of the act, event, 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, or, when the act to be done is the filing of a paper in court, a day on which conditions have made the office of the Clerk of the Court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section of this Settlement Agreement, “legal holiday” includes New Year’s Day,

Birthday of Martin Luther King, Jr., President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day appointed as a federal or State of Illinois holiday.

6.23 All provisions in the Settlement Agreement apply to each Settlement Class Member, unless otherwise specifically stated.

6.24 Plaintiffs and Plaintiffs' Counsel hereby waive, discharge and release the Released Parties of and from any and all claims for attorney's fees not provided for in this Agreement, by lien or otherwise, for legal services rendered by Plaintiffs' Counsel in connection with this case. Plaintiffs and Plaintiffs' Counsel further represent and certify that they will pay any amounts due for attorneys' fees and costs and hold the Released Parties harmless from any such claim.

6.25 This Settlement Agreement shall be deemed to have been drafted jointly by the Settling Parties and, in construing and interpreting this Settlement Agreement, no provision of this Settlement Agreement shall be construed or interpreted against any party because such provision, or this Settlement Agreement as a whole, was purportedly prepared or requested by such party.

ACCEPTED AND AGREED:

Day, Christmas Day, and any other day appointed as a federal or State of Illinois holiday.

6.23 All provisions in the Settlement Agreement apply to each Settlement Class Member, unless otherwise specifically stated.

6.24 Plaintiffs and Plaintiffs' Counsel hereby waive, discharge and release the Released Parties of and from any and all claims for attorney's fees not provided for in this Agreement, by lien or otherwise, for legal services rendered by Plaintiffs' Counsel in connection with this case. Plaintiffs and Plaintiffs' Counsel further represent and certify that they will pay any amounts due for attorneys' fees and costs and hold the Released Parties harmless from any such claim.

6.25 This Settlement Agreement shall be deemed to have been drafted jointly by the Settling Parties and, in construing and interpreting this Settlement Agreement, no provision of this Settlement Agreement shall be construed or interpreted against any party because such provision, or this Settlement Agreement as a whole, was purportedly prepared or requested by such party.

ACCEPTED AND AGREED:

Dated: _____, 2018

By: _____
Rochelle Ibarrola

Dated: 10/24/18, 2018

By: 
Lori Cowen

Dated: _____, 2018

By: _____

Ava Adames

Dated: _____, 2018

By: _____

Amanda Wells

Dated: _____, 2018

By: _____

Barbara Whalen

Dated: _____, 2018

By:

Name: _____

Title: _____

For Lenny & Larry's, LLC

APPROVED AS TO FORM AND AGREED AS TO REPRESENTATIONS
UNDER SECTIONS 6.11 and 6.24:

Dated: _____, 2018

Robert L. Wallan
Kimberly L. Buffington
Pillsbury Winthrop Shaw Pittman LLP


Dated: _____, 2018

By: _____
Rochelle Ibarrola

Dated: _____, 2018

By: _____
Lori Cowen

Dated: October 24, 2018

By: 
Ava Adames

Dated: _____, 2018

By: _____
Amanda Wells

Dated: _____, 2018

By: _____
Barbara Whalen

Dated: _____, 2018

By: _____
Name: _____

Title: _____
For Lenny & Larry's, LLC

APPROVED AS TO FORM AND AGREED AS TO REPRESENTATIONS
UNDER SECTIONS 6.11 and 6.24:

Dated: _____, 2018

Dated: _____, 2018

By: _____
Rochelle Ibarrola

Dated: _____, 2018

By: _____
Lori Cowen

Dated: _____, 2018

By: _____
Ava Adames

Dated: October 24, 2018

By: Amanda Wells
Amanda Wells

Dated: _____, 2018

By: _____
Barbara Whalen

Dated: _____, 2018

By: _____

Name: _____

Title: _____

For Lenny & Larry's, LLC

APPROVED AS TO FORM AND AGREED AS TO REPRESENTATIONS
UNDER SECTIONS 6.11 and 6.24:

Dated: _____, 2018

Dated: _____, 2018

By: _____
Rochelle Ibarrola

Dated: _____, 2018

By: _____
Lori Cowen

Dated: _____, 2018

By: _____
Ava Adames

Dated: _____, 2018

By: _____
Amanda WellsDated: October 24, 2018By: Barbara Whalen
Barbara Whalen

Dated: _____, 2018

By: _____

Name: _____

Title: _____
For Lenny & Larry's, LLC

APPROVED AS TO FORM AND AGREED AS TO REPRESENTATIONS
UNDER SECTIONS 6.11 and 6.24:

Dated: _____, 2018

Dated: _____, 2018

By: _____
Rochelle Ibarrola

Dated: _____, 2018

By: _____
Lori Cowen

Dated: _____, 2018

By: _____
Ava Adames

Dated: _____, 2018

By: _____
Amanda Wells

Dated: _____, 2018

By: _____
Barbara Whalen

Dated: October 24, 2018

By: 

Name: APU MODY

Title: CEO
For Lenny & Larry's, LLC

APPROVED AS TO FORM AND AGREED AS TO REPRESENTATIONS
UNDER SECTIONS 6.11 and 6.24:

Dated: _____, 2018

Dated: _____, 2018

By: _____
Rochelle Ibarrola

Dated: _____, 2018

By: _____
Lori Cowen

Dated: _____, 2018

By: _____
Ava Adames

Dated: _____, 2018

By: _____
Amanda Wells

Dated: _____, 2018

By: _____
Barbara Whalen

Dated: _____, 2018

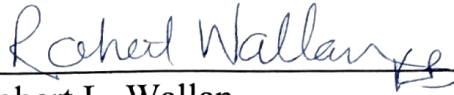
By: _____

Name: _____

Title: _____
For Lenny & Larry's, LLC

APPROVED AS TO FORM AND AGREED AS TO REPRESENTATIONS
UNDER SECTIONS 6.11 and 6.24:

Dated: October 18, 2018



Robert L. Wallan
Kimberly L. Buffington
Pillsbury Winthrop Shaw Pittman LLP
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Los Angeles, CA 90017-5406
Tel: (213) 488-7100
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kbuffington@pillsburylaw.com

David M. Schultz
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Suite 2500
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Tel: (312) 704-3000
Fax: (312) 704-3001
Emails: dschultz@hinshawlaw.com
tstelter@hinshawlaw.com

Counsel for Defendant Lenny & Larry's, LLC
(converted from and formerly known as Lenny
& Larry's, Inc.)

Dated: _____, 2018

Edward A. Wallace

WEXLER WALLACE LLP
55 West Monroe Street, Suite 3300
Chicago, IL 60603
Tel: 312.246.2222

Robert L. Wallan
Kimberly L. Buffington
Pillsbury Winthrop Shaw Pittman LLP
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Suite 2800
Los Angeles, CA 90017-5406
Tel: (213) 488-7100
Fax: (213) 629-1033
Emails: robert.wallan@pillsburylaw.com
 kbuffington@pillsburylaw.com

David M. Schultz
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Chicago, IL 60606
Tel: (312) 704-3000
Fax: (312) 704-3001
Emails: dschultz@hinshawlaw.com
 tstelter@hinshawlaw.com

Counsel for Defendant Lenny & Larry's, LLC
(converted from and formerly known as Lenny
& Larry's, Inc.)

Dated: October 25 2018

Edward Wallace (TSS)
Edward A. Wallace

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Fax: 312.346.0022

Emails: eaw@wexlerwallace.com

Nick Suciu III

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1644 Bracken Road

Bloomfield Hills, MI 48302

Tel: 313.303.3472

Email: nicksuciu@bmslawyers.com

Steven Wasserman

Kathryn S. Marshall

Karin R. Leavitt

WASSERMAN LAW GROUP

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Tarzana, CA 91356

Tel: 818.705.6800

Fax: 818.705.8634

Emails: skw@wassermanlawgroup.com

ksm@wassermanlawgroup.com

krl@wassermanlawgroup.com

Counsel for Plaintiffs and the Settlement Class

EXHIBIT A-1

If you bought Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products, you could receive money or products from a class action settlement

If you purchased one or more of Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products, you could receive monetary compensation up to \$50 or free products worth up to \$30 from a class action settlement.

The lawsuit, known as: *Lori Cowen, et al. v. Lenny & Larry's, Inc.*, Case No. 1:17-cv-01530, currently pending in the United States District Court for the Northern District of Illinois, Eastern Division, asserts claims against Lenny & Larry's, Inc. (converted to and now known as Lenny and Larry's, LLC) ("Lenny & Larry's") related to the advertising, packaging, and labeling of its products. Among other things, the lawsuit claims that Lenny & Larry's misstated the nutritional content of a Lenny & Larry's Baked Goods Product, The Complete Cookie. Lenny & Larry's denies any wrongdoing, and the Court has not decided who is right.

Who is included? The Settlement Class includes: All United States resident consumers who purchased one or more of Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products at a retail establishment or online any time up to [date of Final Settlement Approval].

What are the Settlement Benefits? Each Settlement Class Member who purchased one or more of Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products at a retail establishment or online any time up to [date of Final Settlement Approval], is entitled to a cash distribution not exceeding the greater of (i) the amount reflected by their proof of purchase up to \$50.00 or (ii) \$20.00. However, multiple proofs of purchase may be used to establish one claim. All proofs of purchase submitted to establish a \$20.00 cash distribution must be dated prior to the Notice Date. Alternatively, you may elect to receive free Complete Cookies with a retail value of up to \$30.00, including shipping charges and applicable costs.

Because Lenny & Larry's has a record of online purchases made through its website, Settlement Class Members who purchased Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Good Products online through its website do not need to submit a proof of purchase, but still need to submit a Claim form.

Settlement Class Members who do not have valid proof of purchase of a Lenny & Larry's product and did not purchase through Lenny & Larry's website may elect to submit a completed claim form and affidavit. Such Settlement Class Members may receive \$10.00 in cash or Complete Cookies with a retail value of up to \$15.00, including shipping charges and applicable costs.

In addition to paying valid claims, Lenny & Larry's will pay for the notice and claims administration, attorneys' fees and costs, and incentive awards for the five Plaintiffs.

If more than \$350,000 in valid cash claims is claimed, each Settlement Class Member's cash claim shall be reduced on a *pro rata* basis.

How can you get money or product? If you are a Settlement Class Member, you must submit a valid claim by **January 29, 2019** to receive money or free product from this Settlement. You can find and submit a Claim Form at the settlement website (www.llcookiesettlement.com), or you can print out a Claim Form and mail it to the Claims Administrator. Only one claim is allowed per Settlement Class Member and per household.

What are my options? If you do not want to be legally bound by the Settlement, you must exclude yourself by **January 29, 2019**. If you do not exclude yourself, you will give up any claims against Lenny & Larry's regarding alleged misstatements regarding the nutritional content of Lenny & Larry's The Complete Cookie and other Lenny & Larry's Baked Goods Products and will not be able to sue Lenny & Larry's for these types of claims or any Released Claims as defined in the Settlement Agreement. You may object to any aspect of the Settlement, but you must do so by **January 29, 2019**. Additional information is available in the Long Form Notice of Settlement found on the settlement website, which explains how to exclude yourself or object. The Court will hold a Hearing on [**Insert Final Approval Hearing date**] to consider whether to approve the Settlement and requests for attorneys' fees and costs of up to \$1,200,000 and Incentive Awards of \$1,500 to each of the five Plaintiffs. If you file and serve an objection, you and/or

your attorney (if you choose to hire one at your own cost) may appear at this hearing (but are not required to).

This is only a summary. For detailed information including the full notice, the Settlement agreement, and claim forms information, visit **(www.llcookiesettlement.com)**.

EXHIBIT A-2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A court authorized this notice. This is NOT from a lawyer and you are NOT being sued.

If you bought Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products, you could receive money or products from a class action settlement.

- A proposed settlement (the "Settlement") has been reached to settle a class action lawsuit (the "Action") against Lenny & Larry's, Inc. (converted to and now known as Lenny & Larry's, LLC) ("Lenny & Larry's"). The Action asserts claims against Lenny & Larry's related to the advertising, packaging, and labeling of its products. Among other things, the lawsuit claims that Lenny & Larry's misstated the nutritional content of a Lenny & Larry's Baked Goods Product, The Complete Cookie.
- The Settlement resolves the Action; avoids the costs and risks of continuing the Action; pays eligible Settlement Class Members (defined below) money or gives them free products, and provides other benefits; and releases Lenny & Larry's from liability. Lenny & Larry's denies any wrongdoing and the Court has not decided who is right or wrong in the Action.
- You are eligible to submit a claim if you are a United States resident consumer who purchased one or more of Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products at a retail establishment or online any time up to [date of Final Settlement Approval]. If you submit a valid claim and have a valid proof of purchase, you are entitled to a cash distribution not exceeding the greater of (i) the amount reflected by your proof of purchase up to \$50.00 or (ii) \$20.00. Multiple proofs of purchase may be used to establish one claim. All proofs of purchase submitted to establish a \$20.00 cash distribution must be dated prior to the Notice Date. Alternatively, you may elect to receive free Complete Cookies with a retail value of up to \$30.00, including shipping charges and applicable costs. If you do not have valid proof of purchase of a Lenny & Larry's Baked Goods Product, you may elect to submit a completed claim form and affidavit, and you may receive \$10.00 in cash or Complete Cookies with a retail value of up to \$15.00.
- Your claim must be submitted by the **January 29, 2019** deadline.

Your legal rights are affected even if you do not act. Please read this notice carefully.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
PARTICIPATE (see Questions 6-8)	To receive money or products from the Settlement, you must submit a claim form and proof of purchase (if you have it) at (www.llcookiesettlement.com) no later than January 29, 2019 .
DO NOTHING (see Question 20)	If you do nothing, you will not receive any money or products from the Settlement and you will give up your rights to be part of any other lawsuit against Lenny & Larry's regarding food advertising and labeling of Lenny & Larry's The Complete Cookie and other Lenny & Larry's Baked Goods Products.

EXCLUDE YOURSELF (see Questions 9-11)	If you submit a valid Request for Exclusion at (www.llcookiesettlement.com) by no later than January 29, 2019 , you will get out of the Action and will not receive any money or products from the Settlement. You will keep your rights to sue Lenny & Larry's separately with your own lawyer.
OBJECT (see Questions 14-16)	If you wish to tell the Court why you do not think the Settlement should be approved, you must submit a written objection at (www.llcookiesettlement.com) by no later than January 29, 2019 .

- These rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling the Action still has to decide whether to grant final approval of the Settlement. Settlement money and products will only be issued if the Court grants final approval of the Settlement. Please be patient.
- Additional information regarding the Settlement is available through the Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

Lenny & Larry's Baked Goods Products are purchased at many retailers and Lenny & Larry's does not have contact information for many of its customers; therefore, this notice is being published in *Sports Illustrated* and *People* magazines and posted on a settlement website and banner ads in an effort to reach Lenny & Larry's customers.

This notice explains the Action, the Settlement, and your legal rights.

2. What is the Action about?

This class action lawsuit, called *Lori Cowen, et al. v. Lenny & Larry's, Inc.*, Case No. 1:17-cv-01530, is currently pending in the United States District Court for the Northern District of Illinois, Eastern Division (the "Action").

The Action was filed by Lori Cowen, Rochelle Ibarrola, Ava Adames, Amanda Wells, and Barbara Whalen. They are called the Plaintiffs and they represent the Settlement Class. The company Plaintiffs sued is Lenny & Larry's, Inc. and this company is referred to as Lenny & Larry's.

The Action generally asserts claims against Lenny & Larry's related to the advertising, packaging, and labeling of its products. Among other things, the lawsuit claims that Lenny & Larry's misstated the nutritional content of a Lenny & Larry's Baked Goods Product, The Complete Cookie. Lenny & Larry's denies these claims and maintains that it acted in accordance with all laws.

3. Why is this lawsuit a class action?

In a class action, one or more people called the "Plaintiffs" (in this case, Lori Cowen, Rochelle Ibarrola, Ava Adames, Amanda Wells, and Barbara Whalen) sues on behalf of people who have similarly alleged claims. All of these people are a "Settlement Class" or "Settlement Class Members." The Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class. On **October 31, 2018**, the Court ordered that the Action could be a class action for purposes of this Settlement only.

4. Who is in the Settlement Class?

You are a "Settlement Class Member" or part of the "Settlement Class" if you are a:

United States resident consumer who purchased one or more of Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products at a retail establishment or online any time up to [date of Final Settlement Approval].

All references to "you" and "your" in this notice refer only to Settlement Class Members.

5. Why is there a Settlement?

The Court has not decided who is right or wrong in the Action. Instead, after conducting substantial investigation, research, discovery, and participating in a mediation with a retired judge, both sides agreed to the Settlement. By agreeing to the Settlement, the parties avoid the cost and risk of a trial and the Settlement Class will get compensation. The Settlement does not mean that any law was broken. Lenny & Larry's denies all of the claims asserted in the Action and denies that it has violated any laws. The Plaintiffs and their lawyers think the Settlement is fair, reasonable and in the best interests of all Settlement Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What will I receive from the Settlement?

If you are a Settlement Class Member and you make a valid claim (and submit a proof of purchase from anytime up to [date of Final Settlement Approval] if you have it), Lenny & Larry's will give you money or product as follows:

a. If you have a proof of purchase for Lenny & Larry's The Complete Cookie or any other Lenny & Larry's baked goods product from any time up to [date of Final Settlement Approval] you may choose a cash distribution or free Lenny & Larry's products.

1. Cash: a cash distribution not exceeding the greater of (i) the amount reflected by your proof of purchase up to \$50.00 or (ii) \$20.00 (so long as your proof of purchase is dated before the Notice Date); or
2. Product: free The Complete Cookies with a retail value of up to \$30.00, including shipping charges and applicable costs.

Because Lenny & Larry's has a record of online purchases made through its website, Lenny & Larry's will provide customer data for online purchasers to the Claims Administrator. The Claims Administrator may give notice of the Settlement to these online purchasers *via* their last known email address. Settlement Class Members who purchased Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products online through its website do not need to submit a proof of purchase.

b. If you do not have a proof of purchase and did not purchase through Lenny & Larry's website, but did purchase Lenny & Larry's The Complete Cookie or any other Lenny & Larry's baked goods product from any time up to [date of Final Settlement Approval] you may choose a cash distribution or free Lenny & Larry's products.

1. Cash: a cash distribution of \$10.00; or
2. Product: free Complete Cookies with a retail value of up to \$15.00, including shipping charges and applicable costs.

c. You may make only one claim, and only one claim is allowed per household.

d. The amount that Lenny & Larry's pays for attorneys' fees and costs to Class Counsel (see Question 13 below) will not reduce any amount to be paid to you under the Settlement.

e. At the end of the 60 day claim period, if more than \$350,000 in total is claimed by all claimants, each Settlement Class Member's cash claim shall be reduced on a *pro rata* basis.

7. What am I giving up in exchange for the Settlement benefits?

In exchange for the benefits provided in the Settlement, you (and every other Settlement Class Member who does not submit a valid Request for Exclusion (see Question 9 below)) will release Lenny & Larry's and all its related entities from all claims related to the advertising, packaging, and labeling of its Baked Goods Products, including among other things, claims related to misstating the nutritional content of Lenny & Larry's The Complete Cookie and other Lenny & Larry's Baked Goods Products. This will prevent you from bringing any future lawsuit against Lenny & Larry's related to these alleged misstatements or any other Released Claims (as defined in the Settlement Agreement).

HOW TO GET A SETTLEMENT PAYMENT

8. How do I get Settlement money or product?

To receive money or Lenny & Larry's product from the Settlement, you must be a Settlement Class Member and you must complete and submit a Claim Form online at (www.llcookiesettlement.com) or by mailing in your Claim Form to the Claims Administrator by no later than **January 29, 2019**. [Postmarked by that date?]

If you have a proof of purchase from any time up to [Date of Final Approval] such as a copy of a register receipt showing the purchase of a Lenny & Larry's product, you may submit it as well.

You can easily upload a PDF or JPG of your proof at (www.llcookiesettlement.com) at the time you submit your Claim Form or mail a copy of your proof at the time you send in your Claim Form.

If your Claim Form (and valid proof, if you possess it) is not timely submitted by the **January 29, 2019** deadline, it will be deemed null, void, and ineffective.

If you fail to submit a valid and timely Request for Exclusion on or before the **January 29, 2019** deadline, you will be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court regardless of whether or not you have submitted a valid Claim Form.

EXCLUDING YOURSELF FROM THE SETTLEMENT

9. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you can "opt out." To do so, you must complete and submit a timely Request for Exclusion form online at (www.llcookiesettlement.com) by **January 29, 2019**.

If your Request for Exclusion is not timely submitted, it will be deemed null, void, and ineffective. If you fail to submit a valid and timely Request for Exclusion on or before **January 29, 2019**, you shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court.

10. If I exclude myself, can I get anything from the Settlement?

No. If you exclude yourself now you will not get anything from the Settlement. If you ask to be excluded, you will not get money or product from the Settlement and you will not be bound by the Settlement. You will keep your right to sue Lenny & Larry's regarding claims related to the advertising, packaging, and labeling of its Baked Goods Products, including among other things, claims related to misstating the nutritional content of Lenny & Larry's The Complete Cookie and other Lenny & Larry's Baked Goods Products, or any of the Released Claims as defined in the Settlement Agreement.

11. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Lenny & Larry's regarding claims related to the advertising, packaging, and labeling of its Baked Goods Products, including among other things, claims related to misstating the nutritional content of Lenny & Larry's The Complete Cookie and other Lenny & Larry's Baked Goods Products, or any of the Released Claims as defined in the Settlement Agreement. You must exclude yourself from the Settlement Class to start or continue your own lawsuit against Lenny & Larry's.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Settlement Class:

Edward A. Wallace
WEXLER WALLACE LLP
55 West Monroe Street, Suite 3300
Chicago, IL 60603
Tel: 312.246.2222
Fax: 312.346.0022

Nick Suciu III
BARBAT, MANSOUR & SUCIU PLLC
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Each of these Class Counsel can be reached at **[insert settlement email address]**.

DO NOT CONTACT LENNY & LARRY'S OR THE COURT DIRECTLY ABOUT THE SETTLEMENT.

13. How will the lawyers and the costs of the lawsuit be paid?

Subject to Court approval, Lenny & Larry's agrees to pay up to the following amounts (although the Court may award less than these amounts):

- \$1,200,000 in attorneys' fees and costs to Class Counsel; and
- \$1,500 to each of the Plaintiffs as a Class Representative Enhancement Award for their participation in this Action.

The Settlement will be administered and monitored by a third-party Settlement Administrator and Lenny & Larry's will pay the fees for this third-party Settlement Administrator.

Lenny & Larry's payment of all of these fees and costs will not reduce any amounts paid or to the Settlement Class Members.

OBJECTING TO THE SETTLEMENT

14. How do I object to the Settlement?

If you do not like the Settlement and wish to object to all or a portion of it, you can do so by submitting a written statement of objection (“Notice of Objection”) online at (www.ilcookiesettlement.com). Your Notice of Objection must be submitted no later than **January 29, 2019**. Instructions for what you need to include in your Notice of Objection are below at Question 15.

15. What information do I need to include in my objection?

In order to be valid, your Notice of Objection must be signed by you and state: (1) the case name and case number (see Question 2 above); (2) your name, address, telephone number, and email address; (3) the specific basis for your objection; (4) whether you and/or any attorney retained by you at your own expense intends to appear at the Final Approval Hearing; (5) if you are being represented by an attorney in objecting to the Settlement, the name and contact information of any such attorney; (6) if you or your attorney has objected to any other class action settlement in the United States in the last five years, list the case name, number, and court of those cases; and (7) that by objecting, you agree to be deposed in this Action.

You will only be allowed to orally present your objection at the Court’s Final Approval Hearing if you (1) timely submit a valid Notice of Objection and (2) specify in your Notice of Objection that you intend to appear at the Final Approval Hearing. See Questions 17-19 below.

You do not need an attorney to object to the Settlement, but you may hire one at your own expense if you choose to.

16. What’s the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. If you file a Notice of Objection, you are still eligible to receive money or products from the Settlement if you are a Settlement Class Member and submit a timely and valid Claim Form (see Question 10 above).

Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. *You cannot object if you exclude yourself from the Settlement.*

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement, which is called the “Final Approval Hearing.” If you have filed an objection on time stating that you will appear at the Final Approval Hearing, then you may attend and you may ask to speak, but you do not have to.

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

The Court will hold a Final Approval Hearing on **[insert time/date]** in Department **[To Be Announced]** at the United States District Court for the Northern District of Illinois, Eastern Division, located at **219 South Dearborn Street, Chicago, IL 60604**. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who asked in their Notice of Objection to speak at the hearing. The Court will also decide how much to pay Class Counsel. After the Final Approval Hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send a Notice of Objection, you do not have to come to Court to talk about it. As long as you submitted your written Notice of Objection by the **January 29, 2019** deadline, the Court will consider it. You may also pay (at your own expense) another lawyer to attend, but it is not required. If you (or your lawyer) do not appear at the Final Approval Hearing, you waive the right to appeal.

19. May I speak at the Final Approval Hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, your written Notice of Objection must include your statement of intent to appear at the Final Approval Hearing.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will not receive money or product from this Settlement and you will be bound by the release of claims related to alleged misstatements regarding claims related to the advertising, packaging, and labeling of its Baked Goods Products, including among other things, claims related to misstating the nutritional content of Lenny & Larry's The Complete Cookie and other Lenny & Larry's Baked Goods Products, or any of the Released Claims as defined in the Settlement Agreement.

ADDITIONAL INFORMATION

21. How do I get more information?

This notice summarizes the Settlement. More details are in the Settlement Agreement, which is available at (www.ilcookiesettlement.com). Additionally, complete copies of pleadings and other documents filed in the Action are available during regular business hours at the Clerk of the Court, 219 South Dearborn Street, Chicago, IL 60604. (Fees may apply for copies of these documents.) You may also contact Class Counsel for more information (see Question 12 above).

DO NOT CALL OR WRITE LENNY & LARRY'S OR THE COURT DIRECTLY FOR MORE INFORMATION.