

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

)
) Case No. 1:12-MD-02413-RRM-RLM
Frito-Lay North America, Inc. "All Natural")
Litigation) **CLASS ACTION SETTLEMENT**
) **AGREEMENT**
)

This Class Action Settlement Agreement (the "Settlement Agreement") is made and entered into by and between Plaintiffs Julie Gengo, Chris Shake, Valarie Zuro, and Deborah Lawson, on behalf of themselves and the settlement class defined herein in the above-captioned multidistrict litigation (the "Litigation" or "MDL"), and Defendant Frito-Lay North America, Inc. ("Frito-Lay") to settle and compromise this Litigation, and settle, resolve, and discharge the Released Claims, as defined below, according to the terms and conditions herein.

RECITALS

BACKGROUND

- A. In January 2011, Frito-Lay launched its "Made With All Natural Ingredients" campaign.
- B. Plaintiff Julie Gengo filed her complaint in the U.S. District Court for the Central District of California on December 14, 2011.
- C. Following the filing of Ms. Gengo's complaint by Milberg LLP, Reese Richman LLP filed a complaint on behalf of Chris Shake in this Court on January 27, 2012. Valarie Zuro filed a complaint in the Central District of California on December 28, 2011. The Gengo and Zuro actions were transferred to this Court, and consolidated with Shake's case. The Consolidated Complaint was filed on July 3, 2012.

D. A number of follow-on suits were filed in district courts around the country. Defendant Frito-Lay and former defendant PepsiCo Inc. (“PepsiCo”) moved before the Judicial Panel on Multidistrict Litigation to centralize all of the actions for coordinated proceedings. The JPML centralized the pending actions before this Court in orders dated December 12, 2012, December 21, 2012, and August 8, 2013. This Court consolidated all of the actions in the MDL for pre-trial proceedings in orders dated January 25, 2013 and August 9, 2013. Milberg LLP and Reese Richman LLP were appointed as interim co-lead counsel. On March 9, 2015, the Reese Richman LLP firm filed a notice with the Court that it had changed its name to Reese LLP. [Dkt. 90]

E. The consolidated complaint in the MDL challenges “natural” labeling on the Products, which Plaintiffs contend were made from corn containing genetically modified organisms (“GMOs”).

F. Defendant Frito-Lay and PepsiCo filed a motion to dismiss. Plaintiffs opposed. The motion to dismiss was granted in part and denied in part by Order dated, August 29, 2013. The Court dismissed all claims against PepsiCo.

G. Following entry of the Court’s August 29, 2013 Order, the parties engaged in significant discovery, including document production and litigation of multiple motions to compel. Defendant has produced approximately 325,000 pages of documents to date in this Litigation.

H. Plaintiffs have also subpoenaed and obtained documents from PepsiCo and several third-party retailers of the Products.

I. Plaintiffs filed the Amended Consolidated Complaint on December 3, 2013.

J. Plaintiffs deposed five Frito-Lay witnesses, all in Dallas, TX, near Frito-Lay headquarters, and noticed the depositions of four additional witnesses prior to the start of mediation.

K. Defendant deposed Plaintiffs Gengo and Zuro in San Francisco, CA, and Plaintiff Shake in New York, NY, and noticed the deposition of Plaintiff Lawson.

L. Based upon the Court's dismissal of certain of the claims in the complaint, the discovery taken to date, investigation, and evaluation of the facts and law relating to the matters alleged in the pleadings, plus the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, Plaintiffs and Defendant have conducted arm's-length negotiations, with the assistance of former United States District Judge Richard J. Holwell, serving as mediator, and agreed to settle the claims asserted in the Litigation pursuant to the provisions of this Settlement Agreement;

NOW THEREFORE, subject to the final approval of the Court as required herein and by applicable law and rules, the Settling Parties hereby agree, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, that any Released Claims against any Released Persons shall be settled, compromised and forever released upon the following terms and conditions.

TERMS AND CONDITIONS OF THE SETTLEMENT

1. DEFINITIONS

As used herein, the following terms have the meanings set forth below.

1.1 "CAFA Notice" means the notice of this Settlement to the appropriate federal and state officials in the United States, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and as further described in Paragraph 6.4.

1.2 "Class" has the meaning set forth in Paragraph 8.1 of this Settlement Agreement.

1.3 "Class Action Administrator" means Dahl Administration, LLC, a qualified third-party administrator and agent agreed to by the Parties and appointed by the Court in the Preliminary Approval Order to provide Notice to the Class.

1.4 "Class Counsel" means, Milberg LLP and Reese LLP.

1.5 “Class Member” means any person who falls within the definition of Class set forth in Paragraph 8.1.

1.6 “Class Period” means January 1, 2010 through the date the Court enters its Preliminary Approval Order.

1.7 “Court” means the United States District Court for the Eastern District of New York.

1.8 “Defendant” means Frito-Lay North America, Inc. (“Frito-Lay”).

1.9 “Defense Counsel” means Defendant’s counsel of record.

1.10 “Effective Date” means the first date by which the Judgment entered pursuant to this Settlement Agreement becomes Final.

1.11 “Fairness Hearing” means the hearing that is to take place after entry of the Preliminary Approval Order and after Notice is distributed pursuant to the Notice Plan for purposes of determining (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate, and therefore the Settlement Agreement should be finally approved with entry of the Final Judgment and Order; and (2) whether judgment should be entered dismissing the MDL with prejudice subject to the terms of the Settlement Agreement.

1.12 “Final” means, with respect to any judicial ruling or order, that: (1) if no appeal, motion for reargument, motion for rehearing, petition for writ of certiorari, or other writ has been filed, the time has expired to file such an appeal, motion for reargument, motion for rehearing, petition for writ of certiorari, or other writ; or (2) if an appeal, motion for reargument, motion for rehearing, petition for a writ of certiorari, or other writ has been filed, the judicial ruling or order has been affirmed with no further right of review, or such appeal, motion, petition, or writ has been denied or dismissed with no further right of review. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to any application for attorneys’ fees or expenses will not in any way delay or preclude the Judgment from becoming Final.

1.13 “Final Judgment and Order” means the order finally approving the terms of this Settlement Agreement and a separate judgment to be entered by the Court, pursuant to Rule 58 of the Federal Rules of Civil Procedure, dismissing the MDL with prejudice.

1.14 “Litigation” or “MDL” means the consolidated multidistrict action Frito-Lay North America, Inc. “All Natural” Litigation, No. 12-MD-2413-RRM-RLM (E.D.N.Y.), including all of the actions that are part of the multidistrict litigation (listed in Exhibit D attached hereto).

1.15 “Notice” means both a “Long Form Notice,” substantially in the form of Exhibit A attached hereto (also “Long Form Notice”), and a “Summary Notice,” substantially in the form of Exhibit B attached hereto, to be disseminated in accordance with the Preliminary Approval Order, informing the Class of, among other things, the pendency of the Litigation, the material terms of the proposed Settlement and their options with respect thereto.

1.16 “Notice Plan” means the method of providing the Class with Notice of the Settlement, as approved by the Court.

1.17 “Parties” means the Plaintiffs and Defendant.

1.18 “Plaintiffs” means Julie Gengo, Chris Shake, Valarie Zuro, and Deborah Lawson.

1.19 “Preliminary Approval Order” means an order, providing for, among other things, preliminary approval of the Settlement and dissemination of the Notice to the Class according to the Notice Plan.

1.20 “Products” means

(a) The following Tostitos, SunChips, and Bean Dip products listed in paragraphs 3 and 68 of the Amended Consolidated Complaint:

- Tostitos Restaurant Style Tortilla Chips
- Tostitos Bite Size Rounds Tortilla Chips
- Tostitos Crispy Rounds Tortilla Chips
- Tostitos Multigrain Tortilla Chips

- Tostitos Scoops Tortilla Chips
- Tostitos Multigrain Scoops Tortilla Chips
- Tostitos Restaurant Style with a Hint of Lime Flavored Tortilla Chips
- Tostitos Restaurant Style with a Hint of Jalepeño Flavored Tortilla Chips
- Tostitos Restaurant Style with a Hint of Pepper Jack Flavored Tortilla Chips
- Tostitos Artisan Recipes Fire-Roasted Chipotle Flavored Tortilla Chips
- Tostitos Artisan Recipes Baked Three Cheese Queso Flavored Tortilla Chips
- Tostitos Artisan Recipes Roasted Garlic and Black Bean Flavored Tortilla Chips
- Tostitos Artisan Recipes Toasted Southwestern Spices Flavored Tortilla Chips
- SunChips Original Flavored Multigrain Snacks
- SunChips Garden Salsa Flavored Multigrain Snacks
- SunChips French Onion Flavored Multigrain Snacks
- SunChips Harvest Cheddar Flavored Multigrain Snacks
- SunChips Jalepeño Jack Flavored Multigrain Snacks
- Fritos Bean Dip
- Fritos Hot Bean Dip

(b) Any other Tostitos, SunChips, and Bean Dip products included in any of the original complaints in all of the actions included in this MDL, including these two SunChips products:

- SunChips 6 Grain Medley Parmesan & Herb Flavored Multigrain Snacks

- SunChips 6 Grain Medley Creamy Roasted Garlic Flavored Multigrain Snacks

(c) Any new flavors or versions of these specific product lines yet to be sold or marketed.

1.21 “Releases” mean the releases and waivers set forth in Section 7 of this Settlement Agreement.

1.22 “Released Claims” means all causes of action, claims, suits, debts, damages, judgments, liabilities, demands and controversies whatsoever—whether matured or unmatured, now known or unknown, liquidated or unliquidated, at law or in equity, whether before a local, state or federal court, or state or federal administrative agency, commission, arbitrator(s) or otherwise—that the class members now have or may have, and for all times up to and including the date of final approval of the settlement, for all claims that were or could have been asserted relating to the use of the word “natural” in describing the Products or presence of GMOs in the Products, except for claims of personal injury or wrongful death.

1.23 “Released Persons” means Frito-Lay and all of its predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, and current and former directors, officers, and employees.

1.24 “Request for Exclusion” means a timely, written request from a Class Member who does not wish to participate in the Settlement to the Class Action Administrator, stating an intent to be “excluded from” or to “opt-out” of the Settlement.

1.25 “Settlement” means the settlement set forth in this Settlement Agreement.

1.26 “Settlement Agreement” means this agreement and its Exhibits, attached hereto and incorporated herein, including all subsequent amendments agreed to in writing by the Parties and any exhibits to such amendments.

1.27 “Settling Parties” means, collectively, Defendant, the Plaintiffs, and all Class Members and Released Persons.

1.28 The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

2. DENIAL OF WRONGDOING AND LIABILITY

Defendant denies the material factual allegations and legal claims asserted by the Plaintiffs in the Litigation, including any and all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Similarly, this Settlement Agreement provides for no admission of wrongdoing or liability by any of the Released Persons. This Settlement is entered into solely to eliminate the uncertainties, burdens, and expenses of protracted litigation.

3. THE BENEFITS OF SETTLEMENT

Class Counsel and the Plaintiffs recognize and acknowledge the expense and length of continued proceedings that would be necessary to prosecute the Litigation through trial and appeals.

Class Counsel also has taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel is mindful of the challenges it will face in obtaining and maintaining class certification. For example, while Class Counsel believe that the “natural” claim had a positive impact on Frito-Lay’s sales (which Frito-Lay disputes), and that it may be possible to prove that the “natural” claim resulted in consumers paying a premium for the Products (which Frito-Lay disputes), they recognize the challenge of quantifying the claim’s effect across more than twenty separate products, where the time periods in which the challenged claim appeared on the Product packaging varies not only among the Products but also among the various package sizes in which each Product was sold. The variations in the labeling dates also may create potential difficulties in ascertaining class members. Class Counsel is also mindful of the inherent problems of proof related to the claims and defenses to the claims asserted in the Litigation.

Class Counsel believes that the proposed Settlement confers substantial benefits upon the Class and provides the primary relief sought in the Litigation – *i.e.*, the assurance that the Products will not be labeled, marketed or advertised as “natural” unless the use of “natural” claims on products containing GMOs is expressly authorized by FDA guidance or state or federal legislation. In addition, the proposed Settlement prohibits the labeling, marketing or advertising of the Products as “natural” for a period of five years unless the ingredients are approved or determined as acceptable for products identified as “natural” by a federal agency or controlling regulatory body. Finally, the proposed Settlement prohibits the placement of an affirmative “non-GMO” claim on the Products unless the claim is certified by an independent third-party certification organization.

Based on their evaluation of all of these factors, following briefing on the sufficiency of the complaint and the evaluation of documents produced during multiple rounds of document production as well as deposition testimony and other discovery obtained from Defendant, the Plaintiffs and Class Counsel have determined that the Settlement is in the best interests of the Plaintiffs and the Class.

4. SETTLEMENT CONSIDERATION

4.1 Injunctive Relief for Rule 23(b)(2) Class, With Opt-Out Provision.

For purposes of compromise and this settlement only, Frito-Lay acknowledges that this litigation, as well as the uncertain regulatory environment and changes in the company’s marketing strategy, were important factors in Frito-Lay’s decision to modify the labeling policies and practices challenged in this lawsuit.

Defendant will provide the Class with injunctive relief by way of modification of its labeling policies and practices for the Products as set forth in this Settlement Agreement. Defendant will implement the following modifications:

4.1.1 Defendant will refrain from labeling, marketing, or advertising the Products as “Made With All Natural Ingredients” or “natural.”

4.1.1.1 This commitment will become inoperative with respect to GMO ingredients if the FDA issues express guidance, or federal legislation is enacted, after the date of this agreement authorizing use of a “natural” claim on a product containing GMO ingredients. Similarly, this commitment will become inoperative in any state in which legislation is enacted, after the date of this agreement, authorizing use of a “natural” claim on a product containing GMO ingredients.

4.1.1.2 This commitment will become inoperative with respect to non-GMO ingredients if the ingredients are approved or determined as acceptable for products identified as “natural” by a federal agency or controlling regulatory body, or after 5 years from the Effective Date.

4.1.2 Defendant will not make a non-GMO claim on the Products unless the claim is certified by an independent third-party certification organization.

4.1.3 Defendant will modify its main FAQ page at <http://www.fritolay.com/faq> and FAQ Nutrition Page at <http://www.fritolay.com/nutrition/nutrition-faq.html> to direct consumers looking for non-GMO ingredients to appropriate Frito-Lay products. Defendant will implement these modifications within 30 days of the Effective Date.

4.1.4 Nothing in this Settlement Agreement shall prevent Defendant from implementing the Injunctive Relief prior to the Effective Date.

4.1.5 If Defendant fails to comply with its Injunctive Relief commitments under this section, then Class Counsel shall have the option to apply to the Court to enter an order and judgment on consent against Defendant directing specific performance of its Injunctive Relief commitments and any damages or equitable relief as may be available for breach of its Injunctive Relief commitments under the Settlement, unless such failure to comply is cured within thirty (30) business days after Class Counsel informs Defense Counsel in writing of the failure to

comply. Plaintiffs acknowledge that there might exist old in-store displays or other marketing materials at retailers and third parties that reference “natural” that have not yet been removed and over which Frito-Lay has no control. These materials are outside the scope of this provision.

5. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR REVIEW AND APPROVAL

5.1 On or before November 10, 2015, Class Counsel shall apply to the Court for entry of the Preliminary Approval Order, substantially in the form attached as Exhibit E. The Preliminary Approval Order shall, among other things:

(a) Approve the Notice, substantially in the form set forth at Exhibits A and B and the Notice Plan set forth in Exhibit C;

(b) Find that the requirements for provisional certification of the Class have been satisfied, appointing Plaintiffs as the representatives of the provisional Class and Class Counsel as counsel for the provisional Class, and preliminarily approving the Settlement as being within the range of reasonableness such that Notice should be provided pursuant to this Settlement Agreement;

(c) Schedule the Fairness Hearing on a date ordered by the Court, provided in the Preliminary Approval Order, and in compliance with applicable law, to determine whether the Settlement should be approved as fair, reasonable, and adequate, and to determine whether a Final Judgment and Order should be entered dismissing the Litigation with prejudice;

(d) Determine that the Notice and Notice Plan comply with all legal requirements, including the applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clauses), and any other applicable law;

(e) Appoint the Class Action Administrator;

(f) Direct that Notice shall be given to the Class;

(g) Provide that any objections by any Class Member to the certification of the Class and the proposed Settlement contained in this Settlement Agreement and/or the entry of the Final Judgment and Order, shall be heard and any papers submitted in support of said

objections shall be considered by the Court at the Fairness Hearing only if, on or before the date(s) specified in the Notice and Preliminary Approval Order, such objector files with the Court a written objection and notice of the objector's intent to appear, and otherwise complies with the requirements in the Preliminary Approval Order;

(h) Establish dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement and/or in response to any valid and timely objections;

(i) Provide that all Class Members will be bound by the Final Judgment and Order dismissing the Litigation with prejudice unless such Class Members timely file a valid written Request for Exclusion in accordance with the Settlement Agreement and Notice;

(j) Provide that Class Members wishing to exclude themselves from the Settlement will have until the date specified in the Notice and the Preliminary Approval Order to submit a valid written Request for Exclusion to the Class Action Administrator; and

(k) Pending the Fairness Hearing, stay all proceedings in the Litigation, other than the proceedings necessary to carry out or enforce the terms and conditions of this Settlement Agreement and the Preliminary Approval Order.

5.2 Following the entry of the Preliminary Approval Order, Notice shall be published in a manner directed and approved by the Court.

5.3 At the Fairness Hearing, the Parties shall seek to obtain from the Court the Final Judgment and Order in the forms substantially similar to Exhibits F and G. The Final Judgment and Order shall, among other things:

(a) Find that the Court has personal jurisdiction over all Class Members, the Court has subject matter jurisdiction over the claims asserted in the Litigation, and that the venue is proper;

(b) Finally approve this Settlement Agreement and the Settlement pursuant to Rule 23 of the Federal Rules of Civil Procedure;

(c) Certify the Class for purposes of settlement only;

(d) Find that the Notice and Notice Plan complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;

(e) Incorporate the Releases set forth in this Settlement Agreement and make the Releases effective as of the date of the Effective Date;

(f) Issue the injunctive relief described in Section 4 of this Settlement Agreement;

(g) Authorize the Parties to implement the terms of the Settlement;

(h) Dismiss the Litigation with prejudice and enter separate judgment pursuant to Rule 58 of the Federal Rules of Civil Procedure, in the form substantially similar to Exhibit G; and

(i) Retain exclusive jurisdiction over the Parties and anyone giving or receiving a release under the Settlement for all matters relating to the Settlement, including the administration, interpretation, effectuation or enforcement of the Settlement. The Parties and class members and their counsel submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

6. ADMINISTRATION AND NOTICE

6.1 Frito-Lay and the Plaintiffs have worked together to create a cost-effective notice plan that complies with Rule 23 and due process and apprises class members of their rights to object to and/or opt out of the settlement. The proposed notice plan is attached hereto as Exhibit C. Frito-Lay agrees to pay the actual costs of class notice, up to \$215,000. If the cost of providing Notice to the Class exceeds \$215,000, Frito-Lay and the Plaintiffs will mediate areas of disagreement before Judge Holwell.

6.2 Appointment and Retention of Class Action Administrator

6.2.1 The Class Action Administrator shall administer the Settlement subject to the jurisdiction of the Court.

6.2.2 The Class Action Administrator will facilitate the notice process by assisting the Parties in the implementation of the Notice Plan.

6.2.3 The Class Action Administrator shall be responsible for providing the Parties with assistance, as necessary, such as by preparing affidavits of work it has performed with respect to implementing the Notice Plan, and providing regular updates to the Parties' counsel.

6.3 Class Settlement Website

6.3.1 The Class Action Administrator will create and maintain a class settlement website (the "Class Settlement Website"), to be activated within seven (7) calendar days of entry of the Preliminary Approval Order. The Class Settlement Website will contain Settlement information and case-related documents such as this Settlement Agreement, the Preliminary Approval Order, the Notice, Class Counsel's papers in support of final approval of the Settlement and their application for attorneys' fees and expenses, and for case contribution awards to the Plaintiffs. In addition, the Class Settlement Website will include procedural information regarding the status of the Court-approval process, such as an announcement of the Fairness Hearing date, when the Final Judgment and Order has been entered, and when the Effective Date has been reached, including any appeal(s).

6.3.2 The Class Settlement Website will terminate (be removed from the internet) and no longer be maintained by the Class Action Administrator on the later of: (a) the date on which the Defendant modifies its main FAQ page and FAQ Nutrition Page as described in Paragraph 4.1.3 or (b) the date on which the Settlement Agreement is terminated or otherwise not approved by a court.

6.4 CAFA Notice

6.4.1 The Defendant shall serve notice of the Settlement Agreement that meets the requirements of CAFA, 28 U.S.C. § 1715, on the appropriate federal and state officials no later than ten (10) days following the filing of this Settlement Agreement with the Court.

6.4.2 Defendant will file a certification with the Court stating the date or dates on which the CAFA Notice was sent.

6.5 Notice Plan

6.5.1 The Notice Plan, attached hereto as Exhibit C, shall conform to all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clauses), and any other applicable law, and shall otherwise be in the manner and form agreed upon by the Parties and approved by the Court.

6.5.2 The Class Action Administrator shall commence providing Notice to the Class according to the Notice Plan as attached in Exhibit C, as ordered by the Court in its Preliminary Approval Order. No later than seven (7) calendar days before the Fairness Hearing, the Class Action Administrator shall file with the Court affidavits or declarations concerning implementation of the Notice Plan.

6.5.3 The Parties agree to the content of the Notices, substantially in the forms attached to this Settlement Agreement as Exhibits A and B, and as approved by the Court.

6.5.4 The Class Action Administrator shall be responsible for receiving all Requests for Exclusion and shall promptly provide copies to Class Counsel and Defense Counsel. The Class Action Administrator shall also receive and maintain all other correspondence from any Class Member regarding the Settlement and promptly provide such correspondence to Class Counsel and Defense Counsel. No later than seven (7) calendar days before the Fairness Hearing, the Class Action Administrator shall provide to the Parties and file with the Court a list of those persons who have submitted a Request for Exclusion.

7. RELEASES AND DISMISSAL OF ACTION

7.1 Upon the Effective Date, the Plaintiffs and each of the Class Members will be deemed to have, and by operation of the Final Judgment and Order will have, fully, finally, and forever released, relinquished, and discharged the Released Persons from all Released Claims.

7.2 Upon the Effective Date, Frito-Lay (on behalf of itself and the Released Persons) will be deemed to have, and by operation of the Final Judgment and Order will have, fully, finally, and forever released, relinquished, and discharged the Plaintiffs, the Class and Class Counsel and other counsel representing plaintiffs in the Litigation for all claims that were or could have been asserted relating to the institution, prosecution, or settlement of the Litigation.

7.3 After entering into this Settlement Agreement, the Settling Parties may discover facts other than, different from, or in addition to, those that they know or believe to be true with respect to the claims released by this Settlement, but they intend to release fully, finally and forever the claims released by this Settlement, and in furtherance of such intention, the releases will remain in effect notwithstanding the discovery or existence of any such additional or different facts. Plaintiffs (on behalf of themselves and the Class Members), through their counsel, and Frito-Lay (on behalf of itself and the Released Persons) expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code (and any similar State laws). California Civil Code § 1542 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.

7.4 The Parties acknowledge, and the Settling Parties by operation of law shall be deemed to have acknowledged, that the waiver of the provisions of Section 1542 of the California Civil Code (and any similar State laws) with respect to the claims released by this Settlement was separately bargained for and was a key element of the Settlement.

7.5 For the avoidance of doubt, the mutual releases above in this section include only claims related to the Products and do not include claims related to potato chip products.

7.6 By operation of the Final Judgment and Order, *Frito-Lay North America, Inc. "All Natural" Litigation*, No. 12-MD-2413 (including all of the actions in the MDL), will be dismissed with prejudice.

7.7 In addition, upon the Effective Date, Plaintiffs Julie Gengo, Chris Shake, Valarie Zuro, and Deborah Lawson (on behalf of themselves only and not the other Class Members) will be deemed to have, and by operation of the Final Judgment and Order will have, fully, finally, and forever released, relinquished, and discharged all claims of any kind or character against Frito-Lay and all of its predecessors, successors, parents, subsidiaries, affiliates, assigns, agents,

and current and former directors, officers, and employees arising on or before the Effective Date.

7.8 The Court shall enter an order retaining exclusive jurisdiction over the Parties and anyone giving or receiving a release under the Settlement for all matters relating to the Settlement, including the administration, interpretation, effectuation or enforcement of the Settlement. The Settling Parties and their counsel submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement. If any applications for relief are made, those applications shall be made to the Court.

7.9 Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Class Members; and (b) Plaintiffs and Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting against the Released Persons in any federal or state court or tribunal any and all Released Claims.

8. CLASS CERTIFICATION

8.1 For purposes of settlement only, the Parties agree to seek provisional certification of the Class, pursuant to Federal Rule of Civil Procedure 23(b)(2). The Parties further agree that the Court should make preliminary findings and enter the Preliminary Approval Order (substantially in the form attached at Exhibit E) granting provisional certification of the Class subject to the final findings and ratification in the Final Judgment and Order, and appointing the Plaintiffs as the representatives of the Class and Class Counsel as the counsel for the Class. For purposes of the provisional certification, the Class shall be defined as follows:

All consumers in the United States and all U.S. territories (including, but not limited to, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, and the other territories and possessions of the United States), who purchased one or more of the Products from January 1, 2010 until the date of the preliminary approval of the settlement of this litigation. Excluded from the Class are: (a) persons or entities who purchased the Products for the purpose of resale or distribution; (b) persons who are employees, directors, officers, and agents of Defendant or its parent or subsidiary companies; (c) governmental entities; (d) persons who timely and properly exclude themselves from the Class as provided in the Settlement Agreement; and (e) any

judicial officer hearing this Litigation, as well as their immediate family members and employees.

8.1.1 Defendant does not consent to certification of the Class (or to the propriety of class treatment) for any purpose other than to effectuate the settlement of this Litigation. Defendant's agreement to provisional certification does not constitute an admission of wrongdoing, fault, liability, or damage of any kind to Plaintiffs or any of the provisional Class Members.

8.1.2 If this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does not occur, the order certifying the Class for purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Litigation shall proceed as though the Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Litigation shall return to the procedural status on September 8, 2015, the day before the date the Parties agreed to a preliminary term sheet in the presence of Judge Holwell. Neither party nor counsel shall refer to or invoke the vacated findings and/or order relating to class settlement or Rule 23 of the Federal Rules of Civil Procedure if this Settlement Agreement is not consummated and the case is later litigated and contested by Defendant under Rule 23 of the Federal Rules of Civil Procedure.

9. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM THE SETTLEMENT

9.1 Procedures for Objecting to the Settlement

9.1.1 Class Members shall have the right to appear and show cause, if they have any reason why the terms of this Settlement Agreement should not be given final approval, subject to each of the sub-provisions contained in this Paragraph 9.1. Any objection to the Settlement, including any of its terms or provisions, must be:

- (a) in writing,

(b) signed by the Class Member and any attorney representing the Class Member,

(c) filed with the Court,

(d) with copies served on Class Counsel and Defense Counsel, at the addresses set forth in the Notice, and

(e) postmarked no later than twenty-eight (28) calendar days before the Fairness Hearing.

9.1.2 Class Members may object either on their own or through an attorney hired at their own expense.

9.1.3 If a Class Member hires an attorney to represent him or her at the Fairness Hearing, he or she must do so solely at his or her own expense. No Class Member represented by an attorney shall be deemed to have objected to the Settlement Agreement unless an objection signed by the Class Member is also filed with the Court and served upon Class Counsel and Defense Counsel, at the addresses set forth in the Notice no later than twenty-eight (28) calendar days before the Fairness Hearing.

9.1.4 Any objection regarding or related to the Settlement Agreement shall contain:

(a) the objector's full name, address and telephone number;

(b) the name, address, and telephone number of any attorney for the objector with respect to the objection;

(c) the factual and legal grounds for the objection(s);

(d) evidence of his or her membership in the Class, i.e., a receipt for Product purchase(s) or verification under oath as to the approximate date(s) and location(s) of his or her purchase(s) of the Products;

(e) the objector's signature;

(f) the signature of the objector's counsel, if any;

(g) the case name and case number (Frito-Lay North America, Inc. “All Natural” Litigation, No. 12-MD-2413-RRM-RLM (E.D.N.Y.)); and

(h) a specific list of any other objection by the objector, as well as by the objector’s attorney, to any class action settlements submitted to any court in the United States in the previous five years. Any objection shall also contain information sufficient to identify and contact the objecting Class Member (or his or her attorney, if any).

9.1.5 Any objections not containing the required information and/or not submitted to the Court at least twenty-eight (28) calendar days before the Fairness Hearing will be deemed waived and will not be considered by the Court. If an objecting party chooses to appear at the hearing, that party must, in addition to filing his or her objection, file with the Court, at least twenty-eight (28) calendar days before the Fairness Hearing, a notice of intent to appear and that notice must list the name, address and telephone number of the attorney, if any, who will appear on behalf of that party.

9.2 Response to Objections

Class Counsel and Defendant shall have the right, but not the obligation, to respond to any objection, by filing opposition papers no later than seven (7) calendar days before the Fairness Hearing, or on such other date as set forth in the Preliminary Approval Order, or any subsequent Court order(s) modifying the briefing schedule for the Fairness Hearing. The Party responding shall file a copy of the response with the Court, and shall serve a copy to the objector (or counsel for the objector) to the extent the objector or their counsel do not receive notice of electronic filing via the Court’s ECF filing system.

9.3 Requests for Exclusion from the Class: Opt-Outs

9.3.1 Any Class Member who does not wish to participate in the Settlement must submit a Request for Exclusion to the Class Action Administrator, stating an intent to be “excluded” from this Settlement. The written Request for Exclusion must be sent via first class United States mail to the Class Action Administrator at the address set forth in the Notice and

postmarked no later twenty-eight (28) calendar days before the date set for the Fairness Hearing. The Request for Exclusion must be personally signed by the Class Member and may only be on behalf of such signing Class Member. So-called “mass” or “class” opt-outs shall not be allowed. Members who “opt-out” will not release their claims pursuant to the Settlement Agreement. Members of the Class who fail to submit a valid and timely Request for Exclusion on or before the date specified in the Notice shall be bound by all terms of the Settlement Agreement and Final Judgment and Order. Every Request for Exclusion must contain his or her (a) full name, (b) current address, (c) a clear statement communicating that he or she elects to be excluded from the Class, does not wish to be a Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement, (d) his or her signature, and (e) the case name and case number (*Frito-Lay North America, Inc. “All Natural” Litigation*, No. 12-MD-2413-RRM-RLM (E.D.N.Y.)).

9.3.2 Any Class Member who requests exclusion from the Settlement does not have the right to object to the Settlement. Any Class Member who does not request exclusion from the Settlement has the right to object to the Settlement. Any Class Member who wishes to object must timely submit an objection, as set forth in Paragraph 9.1 above. If a Class Member submits an objection and a written Request for Exclusion, he or she shall be deemed to have complied with the terms of this opt-out procedure, *i.e.* the request for exclusion shall take precedence. His objection will be considered void and he shall not be bound by the Settlement Agreement if approved by the Court. However, any objector who has not submitted a proper Request for Exclusion from the Settlement will be bound by the terms of the Settlement Agreement upon final approval of the Settlement.

10. ATTORNEYS’ FEES AND EXPENSES AND CASE CONTRIBUTION AWARDS

10.1 In accord with Rule 23(h) of the Federal Rules of Civil Procedure and relevant case law, Class Counsel shall make an application to the Court for an award of attorneys’ fees in the amount of \$1,900,000 plus up to \$200,000 in costs and expenses, to be paid by Frito-Lay. Defendant shall not oppose or object to the application by class counsel for attorneys’ fees in the

amount of \$1,900,000 plus up to \$200,000 in costs and expenses, as these figures have been agreed to by the Parties after extensive negotiation and with the assistance of Judge Holwell (Ret.) as mediator. The Parties recognize that the Court shall have the final authority to award the amount of fees and expenses. The Parties represent that the agreed upon fees and expenses were mediated after agreement on substantive terms with Judge Holwell (Ret.).

10.2 Upon a Court order so providing, any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid by Defendant within 30 calendar days of the date of the order making the award, notwithstanding the existence of any timely filed objections thereto, or appeal (actual or potential) therefrom, or collateral attack on the Settlement or any part thereof. In the event the Effective Date is not reached or the award of attorneys' fees and reimbursement of costs are reversed, modified, canceled, terminated, or reduced for any reason, the relevant amount of the overpayment of attorneys' fees and costs paid by Defendant shall be returned to Defendant within thirty (30) days of Defendant's written request to Class Counsel. In the event such return is requested, each individual Class Counsel and their respective law firms will be liable to Defendant for the amount of attorneys' fees and costs they received. Defendant shall be entitled to enforce this provision through a motion filed with this Court, and Class Counsel and their respective law firms, as a condition of receiving such attorneys' fees and costs, agrees that Class Counsel and their respective law firms are subject to the jurisdiction of the Court for the purpose of enforcing this provision.

10.3 Defendant will not oppose an application for awards to named plaintiffs Julie Gengo, Valarie Zuro, and Christopher Shake of up to \$5,000 each and up to \$2,500 for Deborah Lawson. The Parties acknowledge the Court shall have the final authority to determine the amount of the awards up to these amounts in recognition of their service as plaintiffs in this action and the time expended by each of them.

10.4 Class Counsel will provide to Defendant, through Defense Counsel, appropriate W-9 forms for law firms, W-2 forms for the named Plaintiffs, and all wiring or account information necessary to enable Defendant to make the Court-awarded payments within the time

period specified by Paragraph 10.2. Defendant will only be required to provide one Form 1099 per single check or wire transfer.

10.5 Frito-Lay and the Released Persons are not obligated to (and will not be obligated to) compute, estimate, or pay any taxes on behalf of any Plaintiff, any Class Member, Class Counsel and other counsel representing plaintiffs, and/or the Class Action Administrator.

10.6 Defendant shall bear its own attorneys' fees and costs.

10.7 Any payment awarded by the Court to the Plaintiffs will be paid to Class Counsel by Defendant separately from attorneys' fees and costs. These case contribution awards shall be deposited into Class Counsel's client trust account before disbursement to the Plaintiffs, or in the form of a check sent in the care of Class Counsel written to each Plaintiff.

10.8 Class Counsel shall allocate the attorneys' fees amongst Class Counsel and other counsel representing plaintiffs in the Litigation in a manner in which they in good faith believe reflects the contributions of such counsel to the prosecution and settlement of the Litigation with Defendant. Defendant shall have no liability or obligation with respect to any attorneys' fees, costs or expenses other than Defendant's obligation to pay or cause to be paid the amounts awarded by the Court. Defendant shall have no liability or other responsibility for allocation of any such attorneys' fees or costs and expenses awarded.

11. MOTION FOR FINAL JUDGMENT AND ORDER

11.1 In accord with the Court's schedule for the Fairness Hearing, as set in the Preliminary Approval Order, the Plaintiffs shall file a motion for final approval of the Settlement Agreement, in consultation with Defendant, which may file its own motion in support of the Settlement.

11.2 Defendant shall cooperate in good faith with Plaintiffs' preparation of the motion for final approval of the Settlement Agreement. Defendant shall not oppose Plaintiffs' assertion, in papers filed in furtherance of the Settlement Agreement, that the Court should affirm its rulings granting Preliminary Approval of the Settlement and grant final approval of the Settlement.

11.3 The Parties agree to the form and substance of the proposed Final Judgment and Order, attached hereto as Exhibits F and G, to be lodged with the Court with the motion for final approval of the Settlement Agreement.

11.4 Class Counsel's application for attorneys' fees and costs and expenses will be filed concurrently with the filing of Plaintiffs' motion for final approval of the settlement.

12. CONDITIONS FOR EFFECTIVE DATE; EFFECT OF TERMINATION

12.1 The Effective Date of this Settlement Agreement shall be the date the Judgment has become Final, as defined in Paragraph 1.12.

12.2 Frito-Lay shall be able to void this Settlement Agreement if more than 2,000 Class Members opt out of the Settlement.

12.3 If this Settlement Agreement is not approved by the Court or the Settlement Agreement is terminated or fails to become effective in accordance with the terms of this Settlement Agreement, the Settling Parties will be restored to their respective positions in the Litigation on September 8, 2015, the day before the date the Parties agreed to a preliminary term sheet in the presence of Judge Holwell. In such event, except with respect to the Class Action Administrator's fees, costs and expenses as provided in Section 6 herein, the terms and provisions of this Settlement Agreement and the preliminary term sheet will have no further force and effect with respect to the Settling Parties and will not be used in this Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Settlement Agreement will be treated as vacated. Similarly, any order certifying the Class for purposes of effectuating this Settlement Agreement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, this Litigation shall proceed as though the Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and this Litigation shall return to the procedural status quo in accordance with this paragraph. Class Counsel and Defendant's Counsel shall not refer to or invoke the vacated findings and/or order relating to class settlement in the event this Settlement Agreement is not

consummated and the Litigation is later litigated and contested by Defendant under Rule 23 of the Federal Rules of Civil Procedure.

12.4 Any application by Class Counsel for attorneys' fees, costs, and expenses is to be considered by the Court separately and apart from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the award of fees and expenses, or any appeal of any order or proceeding relating to the award of fees and expenses, or any appeal of any order relating thereto, shall not be grounds, or operate, to terminate or cancel this Settlement Agreement.

13. MISCELLANEOUS PROVISIONS

13.1 The Parties acknowledge that it is their intent to consummate this Settlement Agreement, and they agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement.

13.2 The Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement compromises claims that are contested and will not be deemed an admission by any Settling Party as to the merits of any claim or defense.

13.3 The Parties agree that the consideration provided to the Class and the other terms of the Settlement were negotiated at arm's-length, in good faith by the Parties, and reflect a settlement that was reached voluntarily, after consultation with competent legal counsel, and with the assistance of an independent, neutral mediator, former United States District Judge Richard J. Holwell. The Litigation was filed in good faith, was not frivolous, and was in compliance with Rule 11 of the Federal Rules of Civil Procedure. This Settlement Agreement is entered into solely to eliminate the uncertainties, burdens and expenses of protracted litigation.

13.4 Neither this Settlement Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any

Released Claims, or of any wrongdoing or liability of Defendant or any other Released Person; or is or may be deemed to be or may be used as an admission of, or evidence of, any presumption, concession, or admission by a Party of the truth of any fact alleged by Plaintiffs or defense asserted by Defendant, or any fault or omission of Defendant or any other Released Person in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal; or is or may be deemed to be or may be offered or received by or against any Person as evidence of a presumption, concession, or admission with respect to a decision by any court regarding the certification of a class, or construed as an admission or concession by Plaintiffs, the Class or Defendant that the consideration to be given in this Settlement Agreement represents the relief that could or would have been obtained through trial in the Litigation.

13.5 Any party to this Litigation or any other Released Person may file this Settlement Agreement and/or the Judgment in any action that may be brought against it in order to support any defense or counterclaim, including without limitation those 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.

13.6 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information will survive this Settlement Agreement.

13.7 Any and all Exhibits to this Settlement Agreement, which are identified in the Settlement Agreement and attached hereto, are material and integral parts hereof and are fully incorporated herein by this reference.

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

13.9 This Settlement Agreement and any exhibits attached hereto constitute the entire agreement among the Parties, and no representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties, and covenants covered and memorialized in such documents. Except as otherwise provided herein, the Parties will bear their own respective costs.

13.10 Class Counsel, on behalf of the Class, is expressly authorized by the Plaintiffs to take all appropriate action required or permitted to be taken by the Class pursuant to this Settlement Agreement to effectuate its terms, and is expressly authorized to enter into any modifications or amendments to this Settlement Agreement on behalf of the Class that Class Counsel deems appropriate.

13.11 Each counsel or other person executing this Settlement Agreement or any of its Exhibits on behalf of any Party hereby warrants that such person has the full authority to do so. Class Counsel warrants that they have full authority from Plaintiffs to do so for the individual releases on behalf of Plaintiffs.

13.12 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of original counterparts will be filed with the Court.

13.13 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

13.14 None of the Settling Parties, or their respective counsel, will be deemed the drafter of this Settlement Agreement or its exhibits for purposes of construing the provisions thereof. The language in all parts of this Settlement Agreement and its exhibits will be interpreted according to its fair meaning, and will not be interpreted for or against any of the Settling Parties as the drafter thereof.

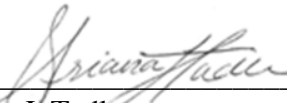
13.15 Plaintiffs and Class Counsel agree not to make disparaging public statements about the Defendant, the Defendant's products, and/or Defense Counsel. Plaintiffs and Class Counsel are free to (a) respond in a truthful and non-disparaging manner to inquiries regarding the Litigation and/or Settlement; and (b) state they served as legal counsel in this lawsuit and discuss the terms of the Settlement on their firm websites, biographies, or similar marketing materials, and in connection with speaking engagements and future applications to serve as interim-class or lead counsel, or as otherwise required by law. Defendant and Defense Counsel agree not to make disparaging public statements about Plaintiffs, Class Counsel, or the

Settlement. The Parties mutually agree that neither they nor their counsel will issue any press release regarding the Litigation or the Settlement.

13.16 Notwithstanding any other provision in this Agreement, all proprietary or confidential documents or information that have been previously provided to Class Counsel or Plaintiffs, as of the Effective Date of this Agreement, including under the Stipulated Protective Order entered in the Litigation on September 27, 2013, shall be returned or destroyed, as provided for in that Order, with certification of the return or destruction to be provided to the producing party within sixty (60) days of the Effective Date.

IN WITNESS WHEREOF, the Parties have executed and caused this Agreement to be executed, dated as of November 10, 2015.

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***Counsel for Defendant Frito-Lay North America,
Inc.***

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

If you bought an eligible Frito-Lay Tostitos, SunChips, or Bean Dip Product in the United States or its territories at any time from January 1, 2010 to **[INSERT PRELIMINARY APPROVAL DATE]**, you may be part of this class action lawsuit.

READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE CHECK THE SETTLEMENT WEBSITE AT www.FritoLayClassAction.com REGULARLY FOR UPDATES AND FURTHER DETAILS.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- There is a class action Settlement of a lawsuit challenging the labeling, marketing, and advertising of certain Frito-Lay Tostitos, SunChips, and Bean Dip products alleged to contain GMO ingredients as “Made With All Natural Ingredients” or “Natural.” Frito-Lay denies that its labeling, marketing, or advertising was misleading and denies all of the claims made in this lawsuit. The Court did not rule in favor of either party. Instead, the parties agreed to a Settlement in order to avoid the expense and uncertainty of continuing the lawsuit.
- Anyone in the United States (including all U.S. territories) who bought an eligible Frito-Lay Tostitos, SunChips, or Bean Dip Product, referred to as the “Products” and listed below under Question 7, from January 1, 2010 to **[INSERT PRELIMINARY APPROVAL DATE]**, is included in the Settlement.
- Your legal rights are affected whether you act or do not act. **Read this notice carefully because it explains decisions you must make and actions you must take now.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Give up rights to be a part of any other lawsuit against Frito-Lay and the other Released Persons about the Released Claims (see Question 20)
EXCLUDE YOURSELF	This is the only choice that allows you to be part of any other lawsuit against Frito-Lay and the other Released Persons about the Released Claims (see Question 12). You must postmark your letter requesting exclusion from the Class (a “Request for Exclusion”), as described further below (see Question 11) by [INSERT EXCLUSION DEADLINE] .
OBJECT	You can write to the Court by [INSERT OBJECTION DEADLINE] to explain why you do not agree with any or all aspects of the Settlement (see Question 15). If you do object, you will still be considered part of the Class. (The only way for you not to be part of the Class is for you to exclude yourself (see above and Questions 11 and 12)).
GO TO A HEARING	You can ask by [INSERT OBJECTION DEADLINE] to speak in Court about the fairness of the Settlement (see Question 19).

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, cancelled, or otherwise modified, so please check the Settlement website at www.FritoLayClassAction.com regularly for updates and further details.
- If you do not exclude yourself from the Class, the Settlement (if approved) will release certain claims and will affect your rights. The Release is set forth in a Settlement Agreement called the “Class Action Settlement Agreement,” which is available at www.FritoLayClassAction.com and has been reprinted in full below (see Question 10).

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BASIC INFORMATION

1. Why was this notice issued?

The Court ordered that this Notice be provided to Class Members because they have the right to know about a Settlement of a class action lawsuit, and about their rights and options, before the Court decides whether to approve the Settlement.

This Notice explains: (1) the lawsuit; (2) the Settlement; and (3) Class Members’ legal rights.

Information about the Settlement is summarized below. The Class Action Settlement Agreement, which is called the “Settlement Agreement,” is available on the Settlement website, www.FritoLayClassAction.com, and provides greater detail on the rights and duties of the parties and Class Members.

The persons who sued are called the “Plaintiffs.” Frito-Lay is the “Defendant.”

2. What is this lawsuit about?

This lawsuit involves claims that Frito-Lay violated certain consumer protection statutes and state common law by labeling, marketing, and advertising various Tostitos, SunChips, and Fritos Bean Dip products (collectively, the “Products” listed in response to Question 7) as “Made With All Natural Ingredients” or “Natural” when the Products were allegedly made from or contained unnatural, genetically-modified organisms (GMOs). Specifically, the lawsuit maintains that the corn used to make the Products comes from plants whose DNA was genetically altered through bioengineering. Plaintiffs contend this renders the “Natural” and “Made With All Natural Ingredients” claims misleading. Frito-Lay denies that its labeling, marketing, or advertising were false or deceptive, and denies each of Plaintiffs’ claims in the lawsuit. Frito-Lay contends that its use of the word “natural” was consistent with U.S. Food and Drug Administration (FDA) guidance.

The Court in charge of this lawsuit is the United States District Court for the Eastern District of New York. United States District Judge Roslynn R. Mauskopf is the judge presiding over this class action. The lawsuit is called *Frito-Lay North America, Inc. “All Natural” Litigation*, No. 12-MD-2413-RRM-RLM.

Information about the Settlement is summarized in this notice. More detail is provided in the Settlement Agreement and other documents, including the Amended Consolidated Complaint, all of which are available at www.FritoLayClassAction.com.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case Plaintiffs Julie Gengo, Valarie Zuro, Christopher Shake, and Deborah Lawson) sue on behalf of themselves and other people who have similar claims. Together, all of these people are “Class Members” and form a “Class.” One Court resolves the issues for all Class Members in a class action, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

The Court has not decided in favor of either the Plaintiffs or Frito-Lay. Instead, both sides, with the assistance of retired United States District Judge Richard J. Holwell acting as a mediator, have agreed to the Settlement. By agreeing to the Settlement, and if the Settlement is approved by the Court, both sides avoid the costs and uncertainty of further case proceedings, potentially including a trial; and Class Members receive the benefits described in this notice, in exchange for a release of claims in this case. The Settlement does not mean that any law was broken or that Frito-Lay did anything wrong; nor does it mean that the Plaintiffs and the Class would or would not win their case if it were to go to trial. Class Counsel believe that the Settlement is fair, reasonable, and adequate; will provide substantial benefits to the Class; and is best for the Class.

WHO IS PART OF THE SETTLEMENT?

5. Who is included in the Settlement?

Except as noted below under Question 6, the Class includes all consumers in the United States and its territories (including, but not limited to, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, and the other territories and possessions of the United States), who bought one or more of the Products (see Question 7) from January 1, 2010 through **[INSERT PRELIMINARY APPROVAL DATE]**.

6. Are there exceptions to being included?

The Class does not include:

- Persons or entities who purchased the Products for the purpose of resale or distribution;
- Persons who are employees, directors, officers, or agents of Frito-Lay or its parent or subsidiary companies;
- Governmental entities;
- Persons who timely and properly exclude themselves from the Class as provided in the Settlement Agreement (see Question 11); and
- Any judicial officer hearing the Litigation, as well as his or her immediate family members and employees.

Claims for bodily injury or wrongful death are not included in the Litigation and are not released by the Settlement.

7. Which products are included?

The following Frito-Lay Tostitos, SunChips, or Bean Dip products (the “Products”) are included the Settlement:

Tostitos Products:

- Tostitos Restaurant Style Tortilla Chips
- Tostitos Bite Size Rounds Tortilla Chips
- Tostitos Crispy Rounds Tortilla Chips
- Tostitos Multigrain Tortilla Chips
- Tostitos Scoops Tortilla Chips
- Tostitos Multigrain Scoops Tortilla Chips
- Tostitos Restaurant Style with a Hint of Lime Flavored Tortilla Chips
- Tostitos Restaurant Style with a Hint of Jalepeño Flavored Tortilla Chips
- Tostitos Restaurant Style with a Hint of Pepper Jack Flavored Tortilla Chips
- Tostitos Artisan Recipes Fire-Roasted Chipotle Flavored Tortilla Chips
- Tostitos Artisan Recipes Baked Three Cheese Queso Flavored Tortilla Chips
- Tostitos Artisan Recipes Roasted Garlic and Black Bean Flavored Tortilla Chips
- Tostitos Artisan Recipes Toasted Southwestern Spices Flavored Tortilla Chips

SunChips Products:

- SunChips Original Flavored Multigrain Snacks
- SunChips Garden Salsa Flavored Multigrain Snacks
- SunChips French Onion Flavored Multigrain Snacks
- SunChips Harvest Cheddar Flavored Multigrain Snacks
- SunChips Jalepeño Jack Flavored Multigrain Snacks
- SunChips 6 Grain Medley Parmesan & Herb Flavored Multigrain Snacks

- SunChips 6 Grain Medley Creamy Roasted Garlic Flavored Multigrain Snacks

Bean Dip Products:

- Fritos Bean Dip
- Fritos Hot Bean Dip

Also covered by the Settlement are any new flavors or versions of these product lines yet to be sold or marketed.

8. What if I'm still not sure whether I'm included?

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, you should visit the website, www.FritoLayClassAction.com, email [INSERT Admin email address], or call 1.xxx.xxx.xxxx.

THE SETTLEMENT BENEFITS

9. What does the Settlement provide?

Frito-Lay has agreed to modify its labeling policies and practices for the Products. Specifically, Frito-Lay will refrain from labeling, marketing or advertising the Products as “Made With All Natural Ingredients” or “Natural”. Frito-Lay will also refrain from making a non-GMO claim on the Products unless the claim is certified by an independent third-party certification organization. Frito-Lay will also modify its main FAQ page at <http://www.fritolay.com/faq> and FAQ Nutrition Page at <http://www.fritolay.com/nutrition/nutrition-faq.html> to direct consumers looking for non-GMO ingredients to appropriate Frito-Lay products.

Frito-Lay’s commitment to refrain from labeling, marketing, or advertising the products as Made With All Natural Ingredients or “Natural” will become inoperative with respect to GMO ingredients if the FDA issues express guidance, or federal legislation is enacted authorizing use of a “natural” claim on a product containing GMO ingredients. It will similarly become inoperative in any state in which legislation is enacted, after the date of this agreement, authorizing use of a “natural” claim on a product containing GMO ingredients. It will similarly become inoperative with respect to non-GMO ingredients if the ingredients are approved or determined as acceptable for products identified as “natural” by a federal agency or controlling regulatory body, or after 5 years from the date the settlement is finally approved by the court and not subject to appeal.

For purposes of compromise and this settlement only, Frito-Lay acknowledges that this litigation, as well as the uncertain regulatory environment and changes in the company’s marketing strategy, were important factors in Frito-Lay’s decision to modify the labeling policies and practices challenged in this lawsuit.

See Section 4 (Settlement Consideration) of the Settlement Agreement for the word-for-word description of the injunctive relief provided by the Settlement.

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

Unless you exclude yourself, you are staying in the Class, and that means that, upon the “Effective Date,” you will release all “Released Claims” (as defined below) against the “Released Persons” (as defined below).

The “Effective Date” will occur when an Order entered by the Court approving the Settlement becomes Final and not subject to appeal.

If you remain a member of the Class, all of the Court’s orders will apply to you and legally bind you.

A word-for-word copy of the release sections from the Settlement Agreement is provided below:

1.22. “Released Claims” means all causes of action, claims, suits, debts, damages, judgments, liabilities, demands and controversies whatsoever—whether matured or unmatured, now known or unknown, liquidated or unliquidated, at law or in equity, whether before a local, state or federal court, or state or federal administrative agency, commission, arbitrator(s) or otherwise—that the class members now have or may have, and for all times up to and including the date of final approval of the settlement, for all claims that were or could have been asserted relating to the use of the word “natural” in describing the Products or presence of GMOs in the Products, except for claims of personal injury or wrongful death.

1.23. “Released Persons” means Frito-Lay and all of its predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, and current and former directors, officers, and employees.

7.1. Upon the Effective Date, the Plaintiffs and each of the Class Members will be deemed to have, and by operation of the Final Judgment and Order will have, fully, finally, and forever released, relinquished, and discharged the Released Persons from all Released Claims.

7.2 Upon the Effective Date, Frito-Lay (on behalf of itself and the Released Persons) will be deemed to have, and by operation of the Final Judgment and Order will have, fully, finally, and forever released, relinquished, and discharged the Plaintiffs, the Class and Class Counsel and other counsel representing plaintiffs in the Litigation for all claims that were or could have been asserted relating to the institution, prosecution, or settlement of the Litigation.

7.3 After entering into this Settlement Agreement, the Settling Parties may discover facts other than, different from, or in addition to, those that they know or believe to be true with respect to the claims released by this Settlement, but they intend to release fully, finally and forever the claims released by this Settlement, and in furtherance of such intention, the releases will remain in effect notwithstanding the discovery or existence of any such additional or different facts. Plaintiffs (on behalf of themselves and the Class Members), through their counsel, and Frito-Lay (on behalf of itself and the Released Persons) expressly,

knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code (and any similar State laws). California Civil Code § 1542 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.

7.4 The Parties acknowledge, and the Settling Parties by operation of law shall be deemed to have acknowledged, that the waiver of the provisions of Section 1542 of the California Civil Code (and any similar State laws) with respect to the claims released by this Settlement was separately bargained for and was a key element of the Settlement.

7.5 For the avoidance of doubt, the mutual releases above in this section include only claims related to the Products and do not include claims related to potato chip products.

7.6 Upon the final approval of the Settlement, and by operation of the Final Judgment and Order, *Frito-Lay North America, Inc. "All Natural" Litigation*, No. 12-MD-2413 (including all of the actions in the MDL), will be dismissed with prejudice.

7.7. In addition, upon the Effective Date, Plaintiffs Julie Gengo, Chris Shake, Valarie Zuro, and Deborah Lawson (on behalf of themselves only and not the other Class Members) will be deemed to have, and by operation of the Final Judgment and Order will have, fully, finally, and forever released, relinquished, and discharged all claims of any kind or character against Frito-Lay and all of its predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, and current and former directors, officers, and employees arising on or before the Effective Date.

7.8 The Court shall enter an order retaining exclusive jurisdiction over the Parties and anyone giving or getting a release under the Settlement for all matters relating to the Settlement, including the administration, interpretation, effectuation or enforcement of the Settlement. The Settling Parties and their counsel submit to the jurisdiction of the Court solely for purposes of implementing and enforcing the Settlement. If any applications for relief are made, those applications shall be made to the Court.

7.9 Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Class Members; and (b) Plaintiffs and Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting against the Released Persons in any federal or state court or tribunal any and all Released Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Frito-Lay or the other Released Persons on your own about the legal issues in this case, then you must take steps to exclude yourself from this Settlement. This is called “opting out” of the Class. Frito-Lay may withdraw from and terminate the Settlement if more than a certain number of putative Class Members opt out of the Settlement.

11. How can I get out of the Settlement?

To exclude yourself from the Class, you must send, by U.S. mail, a letter or written request to the Class Action Administrator. You cannot ask to be excluded over the phone or through the Internet or by electronic mail. Your Request for Exclusion must include all of the following:

- (1) Your full name and current address;
- (2) A clear statement that you wish to be excluded from the Class;
- (3) The case name and case number (*Frito-Lay North America, Inc. “All Natural” Litigation*, No. 12-MD-2413-RRM-RLM (E.D.N.Y.)); and
- (4) Your signature (you must personally sign the letter).

Your Request for Exclusion must be postmarked no later than **[INSERT EXCLUSION DEADLINE DATE]** and addressed as follows:

[INSERT CLASS ACTION ADMINISTRATOR ADDRESS]

“Mass” or “Class” opt-outs are not permitted.

12. If I don’t exclude myself, can I sue Frito-Lay and the other Released Persons for the same thing later?

No. If the Court approves the Settlement Agreement and you do not exclude yourself from the Class, you give up any rights to sue Frito-Lay and the other Released Persons for any and all Released Claims, as set forth above in response to Question 10.

THE LAWYERS REPRESENTING THE CLASS

13. Do I have a lawyer in this case?

The Court has appointed the following lawyers to represent the Class as Class Counsel. You will not be separately charged for the services of these lawyers. The Court will determine the amount of Class Counsel’s fees and expenses, which will be paid by Frito-Lay.

You may contact Class Counsel as follows:

Ariana J. Tadler
Milberg LLP
One Penn Plaza
New York, NY 10119-0165
Tel: 212.594.5300

Michael R. Reese
Reese LLP
100 West 93rd Street, 16th Floor
New York, NY 10025
Tel: 212.643.0500

You have the right to retain your own lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will have to pay his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer.

14. How will the lawyers be paid?

Class Counsel, on behalf of themselves and other lawyers who have worked on this case, will ask the Court for attorneys' fees not to exceed \$1,900,000 and expenses not to exceed \$200,000. These amounts are substantially less than the fees and expenses accrued by Plaintiffs' Counsel in this litigation. The fees and expenses would pay for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask for case contribution awards not to exceed \$5,000 each for Gengo, Zuro, and Shake and \$2,500 for Lawson for acting on behalf of the entire Class as Class Representatives. The Court must approve any attorneys' fees and expenses or case contribution awards to the Class Representatives. Any fees, expenses, or awards as may be approved by the Court will be paid by Frito-Lay. Class Members are not personally liable for any such fees, expenses, or awards. The Court may award less than these amounts. Frito-Lay has agreed not to oppose an award of fees, expenses, or awards up to these amounts. Frito-Lay is also paying the actual costs of notice.

Class Counsel will file their papers in support of final approval of the Settlement and their application for attorneys' fees and expenses, and for case contribution awards to the Class Representatives, by no later than **[INSERT OPENING PAPERS DATE]**. These papers will also be posted on the settlement website once filed at www.FritoLayClassAction.com.

OBJECTING TO THE SETTLEMENT

You have the right to tell the Court that you do not agree with Settlement Agreement or any or all of its terms.

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

If you are a Class Member, you have the right to object to any part of the Settlement. The Court will consider your views.

To object, you must file a timely, written objection with the Court no later than, and also send the written objection by U S mail to Class Counsel and Defense Counsel postmarked no later than, **[INSERT OBJECTION DEADLINE]**. Members of the Class who fail to file and serve timely written objections as described here and in the Settlement Agreement shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

Your written objection must include:

- (1) your full name, address, and telephone number;
- (2) the name, address, and telephone number of your lawyer, if you have one;
- (3) the factual and legal grounds for your objection(s);
- (4) evidence of your membership in the Class, i.e., a receipt for your Product purchase(s) or verification under oath as to the approximate date(s) and location(s) of your purchase(s) of the Products;
- (5) your signature;
- (6) the signature of your lawyer, if you have one;
- (7) the case name and case number (*Frito-Lay North America, Inc. "All Natural" Litigation*, No. 12-MD-2413-RRM-RLM (E.D.N.Y.)); and
- (8) a specific list of any other objection you or your lawyer have made to any class action settlement submitted to any court in the United States in the previous five years.

If you choose to object, in order to be considered by the Court, your written objection(s) must be filed with the Court and sent by U.S. Mail to Class Counsel and Defense Counsel no later than **[INSERT OBJECTION DEADLINE]**. Objections that are served on the Parties, but not filed with the Court, will not be received or considered by the Court at the Fairness Hearing.

Filed with Court:

United States District Court for the
Eastern District of New York
United States Courthouse
225 Cadman Plaza East
Brooklyn, NY 11201

Served on Defense Counsel at:

Jason R. Meltzer
Gibson, Dunn & Crutcher LLP
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5306

Served on Class Counsel at:

Ariana J. Tadler
Milberg LLP
One Penn Plaza
New York, NY 10119-0165

Michael R. Reese
Reese LLP
100 West 93rd Street, 16th Floor
New York, NY 10025

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

Objecting is simply a way of telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. You will also be bound by any subsequent rulings in this case, and (if the Settlement is approved) you will not be able to file or

participate in any other lawsuit asserting a Released Claim against a Released Person. If you object to the Settlement, you will remain a Class Member.

In contrast, excluding yourself is telling the Court that you do not want to be a part of the Class. If you exclude yourself, you have no basis to object to the Settlement and/or appear at the Fairness Hearing because it no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing (called a Fairness Hearing) to decide whether to finally approve the Settlement. If you have filed and mailed an objection on time, you may submit a notice to seek permission to speak at the Fairness Hearing. You do not have to speak.

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

On **[INSERT HEARING DATE]**, at **[INSERT HEARING TIME]** the Court will hold a Fairness Hearing at the United States District Court for the Eastern District of New York, United States Courthouse, 225 Cadman Plaza East, Brooklyn, NY 11201.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide whether to award attorneys' fees and expenses, as well as any case contribution awards to the Class Representatives. After the 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 Fairness Hearing?

No. Class Counsel will answer any questions that the Court may have at the Fairness Hearing. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

19. May I speak at the Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file a "Notice of Intent to Appear." If you or your attorney wants to appear and speak at the Fairness Hearing, you (or your attorney) must, in addition to filing a Notice of Intent to Appear with the Court, mail or e-mail copies of the Notice of Intent to Appear to Class Counsel and Defense Counsel, whose addresses are listed above in Question 15. Your Notice of Intent to Appear must be filed and received by the Court, and mailed and/or e-mailed to Defense Counsel and Class Counsel, no later than **[INSERT OBJECTION DEADLINE]**. Unless otherwise ordered by the Court, you cannot speak at the hearing if you excluded yourself from the Class or if you have not provided Notice of Intention to Appear.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you are a Class Member and do nothing, you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Frito-Lay and the other Released Persons about the Released Claims in this case, ever again. You will be deemed a Class Member subject to the terms of the Settlement. To start, continue or be a part of any other lawsuit against Frito-Lay and the other Released Persons about the Released Claims in this case you must exclude yourself from this Class (see Question 13).

GETTING MORE INFORMATION

21. How can I get more information?

This notice summarizes the Settlement Agreement; more details can be found in the Settlement Agreement itself. You may obtain a copy of the Settlement Agreement at www.FritoLayClassAction.com. You also may email [INSERT Admin email address] or call 1.xxx.xxx.xxxx; or write or call Class Counsel, Ariana J. Tadler, Milberg LLP, One Penn Plaza, New York, NY 10119-0165, 1-(212) 594-5300 and Michael R. Reese, Reese LLP, 100 West 93rd Street, 16th Floor, New York, NY 10025, 1-(212) 643-0500.

PLEASE DO NOT CALL THE COURT

Dated: [INSERT NOTICE DATE], Clerk of the Court for the United States District Court
2015 for the Eastern District of New York

EXHIBIT B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Frito-Lay North America, Inc. "All Natural"
Litigation)

) Case No. 1:12-MD-02413-RRM-RLM

Legal Notice

If you bought an eligible Frito-Lay Tostitos, SunChips, or Bean Dip Product in the United States (or its territories) at any time from January 1, 2010 to [INSERT PRELIMINARY APPROVAL DATE], you may be part of this class action lawsuit.

There is a class action settlement of a lawsuit challenging the labeling, marketing, and advertising of certain Frito-Lay Tostitos, SunChips, and Bean Dip products alleged to contain GMO ingredients as "Made With All Natural Ingredients" or "Natural." Frito-Lay denies that its labeling, marketing, or advertising was misleading, and denies each of the claims in the lawsuit. The Court did not rule in favor of either party.

WHO IS INCLUDED IN THE SETTLEMENT?

Anyone who bought an eligible Frito-Lay Tostitos, SunChips, or Bean Dip Product in the U.S. or its territories (including the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, and the other territories and possessions of the United States) at any time from January 1, 2010 to [INSERT PRELIMINARY APPROVAL DATE]. A full list of these Products is available at www.FritoLayClassAction.com or by calling 1-(xxx) xxx-xxxx.

WHAT DOES THIS SETTLEMENT PROVIDE?

The Products at issue in the Litigation include varieties of Frito-Lay Tostitos, SunChips, and Bean Dip alleged to contain GMO ingredients that were labeled, marketed, and advertised as "Made With All Natural Ingredients" or "Natural." Under the Settlement, Frito-Lay will refrain from labeling, marketing, or advertising the Products as "Made With All Natural Ingredients" or "Natural," will not make a non-GMO claim on the Products unless the claim is certified by an independent third-party certification organization, and will modify its main FAQ page at <http://www.fritolay.com/faq> and FAQ Nutrition Page at <http://www.fritolay.com/nutrition/nutrition-faq.html> to direct consumers looking for non-GMO ingredients to appropriate Frito-Lay products. The Settlement provides that, in exchange for Frito-Lay's agreement to make these changes, Class Members will release claims against Frito-Lay that were or could have been asserted relating to the use of the word "natural" in describing the Products or presence of GMOs in the Products. More details about the Settlement, including the Releases, are contained in the Long Form Notice and in the Class Action Settlement Agreement available at www.FritoLayClassAction.com.

WHAT ARE YOUR OPTIONS?

If you are a Class Member, you may (1) do nothing; (2) exclude yourself; (3) object to the Settlement; and/or (4) attend a hearing about the fairness of the Settlement. If you are a Class Member and do nothing, you will be bound by the Settlement, including the Releases.

If you do not want to be bound by the Settlement, you must exclude yourself by letter **postmarked by [INSERT EXCLUSION DEADLINE]**. If you exclude yourself, you can be part of another lawsuit against Frito-Lay about the claims in this case. If you do not exclude yourself, and therefore remain a Class Member, you may object to the Settlement, but you may not be part of another lawsuit or seek additional relief related to the claims released by the Settlement. Objections must be filed with the Court and served on Class Counsel and Defense Counsel by **[INSERT OBJECTION DEADLINE]**.

PLEASE SEE THE LONG FORM NOTICE at www.FritoLayClassAction.com, email **[INSERT Admin email address]**, or call 1-(xxx) xxx-xxxx for complete instructions on how to object or exclude yourself, and other important information. On **[INSERT HEARING DATE]**, at **[INSERT HEARING TIME]** the Court will hold a Fairness Hearing at the United States District Court for the Eastern District of New York, before U.S. District Judge Roslynn R. Mauskopf, United States Courthouse, 225 Cadman Plaza East, Brooklyn, NY 11201, to consider approval of the Settlement, payment of attorneys' fees of \$1,900,000 and expenses of up to \$200,000 to lawyers for the Class, case contribution awards of \$5,000 each to three named plaintiffs and \$2,500 to the other named plaintiff, and related issues. Class Counsel's papers for those fees, costs, and awards will be available at www.FritoLayClassAction.com before the deadlines to object or to request exclusion.

You or your own lawyer may appear and speak at the Fairness Hearing at your own expense, but you do not have to do so.

HOW CAN YOU GET MORE INFORMATION?

Visit www.FritoLayClassAction.com, email **[INSERT Admin email address]**, or call 1-(xxx) xxx-xxxx; or write or call Class Counsel, Ariana J. Tadler, Milberg LLP, One Penn Plaza, New York, NY 10119-0165, 1-(212) 594-5300 and Michael R. Reese, Reese LLP, 100 West 93rd Street, 16th Floor, New York, NY 10025, 1-(212) 643-0500.