

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is made and entered into as of the 12th day of March, 2019 by and among the Class Representatives, individually and as proposed representatives of all Class Members, by and through Class Counsel, and Conagra Brands, Inc. (formerly ConAgra Foods, Inc.) (“Conagra” or “Defendant”), by and through its attorneys (collectively referred to as the “Parties”). The Parties intend this Agreement to resolve, discharge, and settle the Released Claims of Class Members fully, finally, and forever in accordance with the terms and conditions set forth below.

WITNESSETH

WHEREAS, there is a multidistrict litigation pending in the United States District Court for the Central District of California, styled *In Re ConAgra Foods, Inc.* (MDL No. 2291), composed of actions seeking injunctive relief and damages relating to the marketing, advertising, and sale of Wesson Oil Products made from Genetically Modified Ingredients (“GMOs”) as “Natural”;

WHEREAS, Conagra denies any and all claims asserted against it, and has asserted various defenses that it believes are meritorious;

WHEREAS, the Parties¹ agree that this Agreement shall not be deemed or construed as an admission or as evidence of any violation of any statute or law, or of any liability or wrongdoing by any of the Released Parties, or of the merit of any of the claims or allegations alleged in the Action, or otherwise, or the merit of any of the potential or asserted defenses to those allegations, or as a waiver of any such defenses;

¹ Capitalized terms shall have the meaning ascribed to them in the Definitions in Section I below.

WHEREAS, the Parties have conducted a thorough examination and investigation of the facts and the law relating to the asserted and potential claims and defenses concerning Conagra's marketing and sale of the Wesson Oil Products and assessed the various risks of future litigation including risks from any future appeals in the Action;

WHEREAS, the Parties engaged in extensive arm's-length and adversarial settlement discussions that included two separate mediations; the first before the Honorable Edward A. Infante (Ret.), former United States Magistrate Judge, in person on January 29, 2018, and thereafter by telephone through March 19, 2018, that failed to reach a settlement; followed by a successful mediation before the Honorable Douglas F. McCormick, United States Magistrate Judge, in person and by telephone from June 8, 2018 through November 12, 2018, and ultimately reached a settlement memorialized by this Agreement (the "Settlement");

WHEREAS, Class Counsel has concluded, after extensive factual examination and investigation and after careful consideration of the circumstances, including the claims asserted in the Complaint, and the possible legal and factual defenses thereto, that it would be in the Class Members' best interests to enter into this Agreement to avoid the uncertainties, burdens, risks, and delays inherent in litigation and subsequent appeals and to assure that the substantial benefits reflected in this Agreement are obtained for Class Members in an expeditious manner; and, further, that this Agreement is fair, reasonable, adequate, and in the best interests of the Class Representatives and the Class Members;

WHEREAS, Conagra, despite its belief that it has strong defenses to the claims described in this Agreement, has agreed to enter into this Agreement to reduce and avoid the further expense, burden, risks, and inconvenience of protracted litigation and subsequent appeals and to resolve finally and completely Class Representatives' and other Class Members' claims;

NOW, THEREFORE, the Parties agree that the Action shall be settled, compromised, and/or dismissed with prejudice on the terms and conditions set forth in this Agreement, subject to the Court's approval of this Agreement as a fair, reasonable, and adequate settlement under Fed. R. Civ. P. 23(e).

1. CLASS DEFINITION

1.1 By Court's Order Granting in Part and Denying in Part Plaintiffs' Amended Motion for Class Certification [ECF No. 545], eleven statewide classes were certified under Fed. R. Civ. P. 23(b)(3) to pursue the following claims:

- California: (1) violations of the California Unfair Competition Law, California Business & Professions Code §§ 17200, *et seq.* ("UCL"), California Consumer Legal Remedies Act, California Civil Code §§ 1750, *et seq.* ("CLRA"), and California Business & Professions Code §§ 17500, *et seq.* ("FAL"); and (2) breach of express warranty (California Commercial Code § 2313)
- Colorado: (1) violation of the Colorado Consumer Protection Act, Colorado Revised Statutes §§ 6-1-101, *et seq.* ("CCPA"); (2) breach of express warranty (Colorado Revised Statutes § 4-2-313); and (3) breach of implied warranty (Colorado Revised Statutes § 4-2-314)
- Florida: (1) violation of the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes Annotated §§ 501.201, *et seq.* ("FDUTPA")
- Illinois: (1) violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Illinois Compiled States §§ 505/1, *et seq.* ("ICFA") and (2) unjust enrichment

- Indiana: (1) unjust enrichment and (2) breach of implied warranty (Indiana Code § 26-1-2-314)
- Nebraska: (1) unjust enrichment and (2) breach of implied warranty (Nebraska Revised Statutes § 2-314)
- New York: (1) violation of the New York Consumer Protection Act, New York General Business Law §§ 349, *et seq.* (“GBL”); and (2) breach of express warranty (N.Y. U.C.C. Law § 2-313)
- Ohio: (1) violation of the Ohio Consumer Sales Practices Act, Ohio Revised Code §§ 1345.01, *et seq.* (“OCSA”)
- Oregon: (1) violation of the Oregon Unfair Trade Practices Act, Oregon Revised Statutes §§ 646.605, *et seq.* (“OUTPA”); and (2) unjust enrichment
- South Dakota: (1) violation of the South Dakota Deceptive Trade Practices and Consumer Protection Law, South Dakota Codified Laws §§ 37 24 1, *et seq.* (“SDDTPL”); and (2) unjust enrichment
- Texas: (1) violation of the Texas Deceptive Trade Practices - Consumer Protection Act, Texas Business & Commerce Code §§ 17.41, *et seq.* (“TDTA”).

1.2 The following Classes, which were limited by the applicable statute of limitations periods established by the laws of the eleven states, include the following persons, who will be notified of this proposed settlement and their rights under it:

- 1.2.1 California Class: all natural persons who resided in the State of California and purchased Wesson Oil Products in California, for personal, non-

commercial use, between June 28, 2007 and July 1, 2017 (“California Class Period”).

1.2.2 Colorado Class: all natural persons who resided in the State of Colorado and purchased Wesson Oil Products in Colorado, for personal, non-commercial use, between January 12, 2009 and July 1, 2017 (“Colorado Class Period”).

1.2.3 Florida Class: all natural persons who resided in the State of Florida and purchased Wesson Oil Products in Florida, for personal, non-commercial use, between January 12, 2008 and July 1, 2017 (“Florida Class Period”).

1.2.4 Illinois Class: all natural persons who resided in the State of Illinois and purchased Wesson Oil Products in Illinois, for personal, non-commercial use, between January 12, 2007 and July 1, 2017 (“Illinois Class Period”).

1.2.5 Indiana Class: all natural persons who resided in the State of Indiana and purchased Wesson Oil Products in Indiana, for personal, non-commercial use, between January 12, 2006 and July 1, 2017 (“Indiana Class Period”).

1.2.6 Nebraska Class: all natural persons who resided in the State of Nebraska and purchased Wesson Oil Products in Nebraska, for personal, non-commercial use, between January 12, 2008 and July 1, 2017 (“Nebraska Class Period”).

1.2.7 New York Class: all natural persons who resided in the State of New York and purchased Wesson Oil Products in New York, for personal, non-commercial use, between January 12, 2008 and July 1, 2017 (“New York Class Period”).

1.2.8 Ohio Class: all natural persons who resided in the State of Ohio and purchased Wesson Oil Products in Ohio, for personal, non-commercial use, between January 12, 2010 and July 1, 2017 (“Ohio Class Period”).

1.2.9 Oregon Class: all natural persons who resided in the State of Oregon and purchased Wesson Oil Products in Oregon, for personal, non-commercial use, between January 12, 2006 and July 1, 2017 (“Oregon Class Period”).

1.2.10 South Dakota Class: all natural persons who resided in the State of South Dakota and purchased Wesson Oil Products in South Dakota, for personal, non-commercial use, between January 12, 2006 and July 1, 2017 (“South Dakota Class Period”).

1.2.11 Texas Class: all natural persons who resided in the State of Texas and purchased Wesson Oil Products in Texas, for personal, non-commercial use, between January 12, 2010 and July 1, 2017 (“Texas Class Period”).

1.3 Excluded from the Classes are (a) governmental entities; (b) Conagra, and its affiliates, subsidiaries, employees, current and former officers, directors, agents, and representatives; (c) the members of the Court and its staff; and (d) Opt-Outs.

2. OTHER DEFINITIONS

As used in this Agreement and its exhibits, the following terms shall have the meanings set forth below. Terms used in the singular shall include the plural and vice versa.

2.1 “Action” means the multidistrict litigation pending in the United States District Court for the Central District of California, styled *In Re ConAgra Foods, Inc.* (MDL No. 2291).

2.2 “Agreement” means this Class Action Settlement Agreement, together with the exhibits attached to this Agreement, which are incorporated in this Agreement by reference.

2.3 “CAFA Notice” means the notice of this Settlement to be served by the Settlement Administrator upon state and federal regulatory authorities as required by Section 3 of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

2.4 “Claim Form” means an electronic or paper document containing the information and fields substantially in the form set forth in Exhibit A-3. The Claim Form shall be submitted under penalty of perjury, based on the Class Members’ knowledge, information, and belief, to the Settlement Administrator.

2.5 “Claims Deadline” means the final date to submit a Claim Form, which is 130 days after first publication of the Class Notice pursuant to the Notice Plan.

2.6 “Class Counsel” means DiCello Levitt Gutzler LLC and Milberg Tadler Phillips Grossman LLP.

2.7 “Class Notice” means notice to the Classes of this Agreement substantially in the form and following the procedures described in the Notice Plan and established by order of the Court and to be administered by the Settlement Administrator under the direction of the Parties and jurisdiction of the Court. “Class Notice” includes both a summary notice substantially in the form of Exhibit A-1 (“Publication Notice”) and a posted notice substantially in the form of Exhibit A-2 (“Posted Notice”).

2.8 “Class Member” means a Person who falls within the definition of one of the Classes and who has not properly executed and timely filed a request for exclusion from the Settlement.

2.9 “Class Representatives” means collectively (a) Robert Briseño and Michele Andrade for the California Class; (b) Jill Crouch for the Colorado Class; (c) Julie Palmer for the Florida Class; (d) Pauline Michael for the Illinois Class; (e) Cheri Shafstall for the Indiana Class;

(f) Dee Hooper-Kercheval for the Nebraska Class; (g) Kelly McFadden and Necla Musat for the New York Class; (h) Maureen Towey for the Ohio Class; (i) Erika Heins for the Oregon Class; (j) Rona Johnston for the South Dakota Class; and (k) Anita Willman for the Texas Class.

2.10 “Complaint” means the Second Consolidated Amended Class Action Complaint, filed as ECF No. 143 in this Action.

2.11 “Court” means the Honorable Cormac J. Carney, or if he is unavailable, another judge in the Central District of California, the transferee district, as designated by the Judicial Panel on Multidistrict Litigation to preside over the Action.

2.12 “Defendant” means Conagra Brands, Inc..

2.13 “Defendant’s Counsel” means Alston & Bird LLP.

2.14 “Escrow Account” means the escrow account to be established by orders of the Court and to be administered by the Settlement Administrator under the direction and jurisdiction of the Court to hold the Gross Settlement Proceeds. The Parties shall move the Court to establish the Escrow Account as a “Qualified Settlement Fund” within the requirements of Treas. Reg. § 1.468(B)-1(c), and the Parties shall for all purposes treat the Escrow Account as a Qualified Settlement Fund established and operated in accordance with the requirements and purposes of that regulation.

2.15 “Fairness Hearing” means the hearing conducted by the Court in connection with determining the fairness, adequacy, and reasonableness of this Agreement under Fed. R. Civ. P. 23(e).

2.16 “Fee and Expense Application” means the application by Class Counsel for the award of attorneys’ fees, costs, and expenses to Class Counsel and other counsel who performed work for the benefit of Class Members.

2.17 “Fee and Expense Award” means an order of the Court, granting, in whole or in part, the Fee and Expense Application.

2.18 “Final Effective Date” means one of the following conditions has occurred: (1) if no timely appeal of the Final Approval Order by the Court is taken, then upon expiration of the time for any appeal, rehearing, or certiorari of the Final Approval Order; or, (2) if there are any appeals of the Final Approval Order, then (i) all appellate courts with jurisdiction affirm the Final Approval Order or (ii) the appeal is dismissed or denied such that the Final Approval Order is no longer subject to further appeal, rehearing, or certiorari.

2.19 “Final Approval” means the Court’s issuance of an order and judgment granting final approval of this Agreement pursuant to Fed. R. Civ. P. 23(e), such order and judgment granting final approval of this Agreement to be termed the Court’s “Final Approval Order.” Final Approval and the Final Approval Order need not include the Fee and Expense Award. A proposed Final Approval Order substantially in the form to be entered approving the Settlement is attached as Exhibit B.

2.20 “Gross Settlement Proceeds” means: (a) the claims-made fund paying \$0.15 per unit to Households in all Classes submitting Valid Claim Forms (with a maximum Household recovery of 30 units where no proof of purchase receipts for more than 30 units is submitted); (b) an additional \$575,000 fund be allocated to members of the New York and Oregon state classes who submit Valid Claim forms, as compensation for the statutory damages provided for in the consumer protection laws of those states that Plaintiffs would claim at trial; and (c) an additional fund of \$10,000 to compensate those in all Classes that submit valid proof of purchase receipts for more than thirty (30) purchases at \$0.15 for each such purchase above 30; should \$10,000 be insufficient to cover such claims, Class Counsel shall pay the non-funded claims from fees

awarded in this case; should \$10,000 capped fund not be exhausted, the remaining funds will revert to 2.20(b) for payment to New York and Oregon state Classes. The Gross Settlement Proceeds shall be used to pay all Valid Claim Forms. Gross Settlement Proceeds excludes the value of the Injunctive Relief described more fully herein.

2.21 “Household” means all persons residing at the same physical address.

2.22 “Injunctive Relief” means the injunctive relief to which the Parties have agreed.

2.23 “Motion for Order Directing Notice” means the motion or motions filed by the Parties pursuant to Fed. R. Civ. P. 23(e) for an Order Directing notice to Class Members.

2.24 “Notice Plan” means the plan to be approved by the Court for providing Class Notice in accordance with Fed. R. Civ. P. 23(e). The Notice Plan shall be in substantially the form of the proposed Notice Plan as set forth in Exhibit A-4.

2.25 “Opt-Out” means any Person who timely and properly submits a request for exclusion from the Settlement in accordance with the procedures set forth in this Agreement and approved by the Court and did not timely and properly revoke the request.

2.26 “Opt-Out Deadline” is the last date on which a Person may properly and timely request to be excluded from the Settlement.

2.27 “Order Directing Notice” means the order entered by the Court directing notice to Class Members, approving the Notice Plan, appointing the Settlement Administrator, and setting a schedule for the Final Approval process. A proposed Order Directing Notice substantially in the form to be entered directing notice to the Classes is attached as Exhibit A.

2.28 “Posted Notice” means the part of the Notice Plan that includes a notice of the proposed Settlement directed at Class Members to be posted on the Settlement Website, subject to approval of the Court, and substantially in the form attached to this Agreement as Exhibit A-2.

2.29 “Publication Notice” means the part of the Notice Plan that includes a summary form of electronic and/or print notice of the proposed Settlement to be published in certain hard copy or electronic formats directed at Class Members, subject to approval of the Court, and substantially in the form attached to this Agreement as Exhibit A-1.

2.30 “Released Claims” means any and all claims released by this Agreement as set forth in Section 7.

2.31 “Released Parties” means Conagra Brands, Inc., along with its parent(s), and each of its predecessors, affiliates, assigns, successors, related companies, subsidiary companies, holding companies, insurers, reinsurers, current and former attorneys, and their current and former members, partners, officers, directors, agents, and employees, in their capacity as such.

2.32 “Settlement Administrator” means JND Legal Administration, a qualified third-party administrator selected by Magistrate Judge McCormick.

2.33 “Settlement Fund” means those Gross Settlement Proceeds deposited into the Escrow Account, pursuant to Section 4.7.1.1.

2.34 “Settlement Website” means the website established and maintained by the Settlement Administrator, pursuant to the Order Directing Notice.

2.35 “Valid Claims Form(s)” means timely submitted and complete claims form(s), signed by the Class Member, and verified by the Settlement Administrator to meet all the requirements set forth herein and to be free of fraud.

2.36 “Wesson Oil Products” mean Wesson brand cooking oils, including Wesson Vegetable Oil, Wesson Canola Oil, Wesson Corn Oil, and Wesson Best Blend, all of which bore a “Natural” claim on label during the applicable Class Periods.

3. SETTLEMENT RELIEF

3.1 Monetary Relief

3.1.1 Recovery for Class Members

3.1.1.1 Payment of settlement compensation to Class Members shall be made by the Settlement Administrator on a claims-made basis and from the Settlement Fund on the basis of Valid Claim Forms.

3.1.1.2 Class Members must submit a Claim Form, under penalty of perjury pursuant to 28 U.S.C. § 1746, that the information provided is true and correct to the best of each Class Member's knowledge, information, and belief, stating:

- (a) Name and address of Class Member's Household;
- (b) Number of units of Wesson Oil Products purchased during the applicable Class Period;
- (c) Purchases were made in one of the applicable states (California; Colorado; Florida; Illinois; Indiana; Nebraska; New York; Ohio; Oregon; South Dakota; and Texas);
- (d) State of residency at time of purchases;
- (e) Purchases were for household use and not catering or commercial purposes;

3.1.1.3 Class Members who timely submit a Valid Claim Form are entitled to receive settlement compensation of Fifteen Cents (\$0.15) per unit of Wesson Oil Products purchased during the applicable Class Period.

3.1.1.4 Class Members may receive settlement compensation for a maximum of thirty (30) units Wesson Oil Products per Household, provided however, that Class Members who submit proof of purchase receipts for more than thirty (30) units and meet all the requirements described above to the satisfaction of the Settlement Administrator may also receive Fifteen Cents (\$0.15) per unit as settlement compensation for all documented purchases of additional units over thirty (30) purchased. Payment for Class Members submitting proof of purchase receipts for more than thirty (30) units shall be funded from and consistent with the Gross Settlement Proceeds set forth in section 2.20(c) herein.

3.1.1.5 Recovery is limited to one claim per Household, which is defined as all persons residing at the same physical address.

3.1.2 Additional Recovery for New York and Oregon Class Members

3.1.2.1 Consistent with section 2.20(b) herein, Conagra will pay \$575,000 in Gross Settlement Proceeds to be allocated only to members of the New York and Oregon Classes who submit Valid Claim Forms, in proportion to the number of units purchased.

3.1.2.2 In addition to being subject to the Claim Form requirements set forth above, participation in this fund requires verification of the city or town in which the purchases were made in either New York or Oregon.

3.1.2.3 The Settlement Administrator has the authority to require additional documentation to validate residency and claims.

3.1.3 Timing of Distributions to Class Members

3.1.3.1 No distributions to Class Members shall occur until after the Final Effective Date.

3.2 Distribution of Remaining Funds

3.2.1 If after six months after distribution to the Class Members any funds shall remain in the Settlement Fund by reason of uncashed distributions or otherwise, then, after the Settlement Administrator has made reasonable and diligent efforts to have Class Members cash their distributions, any balance remaining shall be distributed by the Settlement Administrator consistent with the escheatment laws of each of the applicable Classes.

3.3 Injunctive Relief

3.3.1 Conagra divested all interest in the Wesson Oil brand to a third party purchaser, with the sale being final prior to the signing of this Agreement. Subject to the terms and conditions of this Agreement, the Parties agree that they will jointly move the Court to enter, as part of the Final Approval Order, an injunction ordering that should Conagra reacquire the Wesson Oil brand:

3.3.1.1 Conagra will not advertise, market or sell Wesson Oil Products labeled as “natural” unless the FDA issues guidance or a regulation, or federal legislation is enacted, permitting use of a “natural” claim

on a product containing oil derived from genetically engineered seed stock.

3.3.1.2 Conagra will not advertise, market or sell Wesson Oil Products as “non-GMO” unless the claim is certified by an independent third-party certification organization.

3.3.1.3 This Agreement does not preclude Conagra from making other changes to the advertising and marketing of Wesson Oil Products, provided that those changes do not conflict with the provisions of this Agreement.

4. ADDITIONAL SETTLEMENT TERMS AND ADMINISTRATION

4.1 Commitment to Support Agreement

4.1.1 The Parties agree that it is in the Classes’ and the Parties’ best interests to consummate this Agreement and to cooperate with each other and to take all actions reasonably necessary to obtain Court approval of this Agreement and entry of the orders of the Court and other courts that are required to implement its provisions. The Parties also agree to support this Agreement in accordance with and subject to the provisions of this Agreement.

4.2 Motion for Order Directing Notice

4.2.1 The Parties shall file an Unopposed Motion for Order Directing Notice to the Classes.

4.3 Notice to Putative Class Members

4.3.1 After the Court has entered the Order Directing Notice, notice to Class Members shall be disseminated in such form and manner consistent with

the Notice Plan as approved by the Court. Instructions to access the Settlement Website and electronically submit the Claim Form shall be included with the copy of the Class Notice disseminated to putative Class Members and posted on the Settlement Website. Upon request by a Class Member, a hard copy of the Claim Form shall be made sent by the Settlement Administrator.

- 4.3.2** The Parties agree that the methods of identifying and providing notice to the Classes set forth in the Notice Plan satisfies the notice requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and any other applicable laws, and constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Parties will jointly request the Court to approve in the Order Directing Notice the dissemination of notice as set forth in the Notice Plan. The Parties, by written agreement of counsel, may revise the Class Notice and other exhibits to the Settlement Agreement in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy.

4.4 Cost of Notice and Settlement Administration

- 4.4.1** Reasonable Fees and costs of the Settlement Administrator, anticipated not to exceed \$623,940, will be paid by Conagra separate from and in addition to the other settlement benefits provided to the Class Members. Should the Settlement Administrator anticipate an increase in costs, fees, or expenses

to more than \$660,000, or other significant deviation from the proposed Notice Plan, the Settlement Administrator must secure the prior approval of Conagra, which will not be unreasonably withheld or delayed. Should Conagra not agree with the increased cost or deviation, Magistrate Judge McCormick shall retain authority to resolve any such dispute.

4.5 Agreement Not Admissible

4.5.1 Neither this Agreement nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement is intended to be or may be construed as or deemed to be evidence of an admission or concession by Conagra of any (i) liability or wrongdoing or of the truth of any allegations in the Complaint against Conagra, or (ii) infirmity of, or strength of any alleged defense against, the allegations in the Complaint; and neither this Agreement nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement shall be admissible in evidence for any such purpose in any proceeding.

4.6 Terms of Recovery/Consideration for Settlement

4.6.1 Escrow Account and Settlement Fund

4.6.1.1 In full and final settlement of the Released Claims of Class Members, Conagra agrees to deposit the Gross Settlement Proceeds into the Escrow Account within 20 calendar days of the Final Effective Date, assuming receipt from the Settlement Administrator of the information and paperwork reasonably necessary to make the

payment.

4.6.1.2 Conagra's payment of the Gross Settlement Proceeds into the Escrow Account shall constitute the Settlement Fund, and the Settlement Fund shall be used for purposes of meeting the monetary obligations to Class Members under this Agreement.

4.6.1.3 Conagra's payment of the Gross Settlement Proceeds shall relieve Conagra of any liability with respect to the authentication of Claim Forms, the allocation of the Gross Settlement Proceeds among the Class Members, the timing and method of Settlement Fund distributions, and the distribution of any un-cashed distribution.

4.6.1.4 No portion of the Gross Settlement Proceeds shall be distributed from the Escrow Account prior to the Final Effective Date.

4.7 Settlement Statistics

4.7.1 The Settlement Administrator shall compile and send to Class Counsel and Conagra reports containing summary statistics detailing the implementation of the Settlement including, without limitation, the Settlement Administrator's fees and expenses, the number of proper and timely Opt-Outs, the number of Claim Forms received, the number of Claim Forms accepted, the number of Claim Forms rejected and the reason for rejection, and the number of Claim Forms determined by the Settlement Administrator to be deficient and the status of processing the deficiencies.

4.8 Stay and Resumption of Proceedings

4.8.1 Contemporaneously with the filing of the Motion for Order Directing

Notice, Counsel for the Parties shall (1) request a stay of all proceedings in *In Re ConAgra Foods, Inc.* (MDL No. 2291), and (2) seek an order from the Court pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, prohibiting the prosecution of any pending or subsequently filed litigation by Class Members arising out of or relating to the Released Claims. Proceedings in the Court arising out of and relating to this Agreement, and any other proceeding necessary to effectuate this Agreement in any other action shall be excepted from the stay. In the event the Court does not give Final Approval to this Agreement, the Final Effective Date does not occur, or this Agreement is otherwise terminated, this Agreement shall be of no further force or effect.

4.9 CAFA Notices

4.9.1 Within ten (10) days after submission of this Agreement to the Court, the Parties agree that the Settlement Administrator shall serve notices of the Settlement on state and federal regulatory authorities as required by Section 3 of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (“CAFA Notices”). If a state or federal official raises concerns about the Settlement, the Parties and their counsel agree to work together in good faith to resolve those concerns.

4.10 Motion for Final Approval of the Settlement

4.10.1 The Parties shall jointly seek an order granting final approval of this Agreement pursuant to Fed. R. Civ. P. 23. Class Counsel shall file a Motion for Final Approval of the Settlement, the Fee and Expense Application, and

the application for service awards to Class Representatives at least two (2) weeks before the deadline to object to the Settlement or as otherwise ordered by the Court. The Parties shall make a Supplemental Filing in Support of Final Approval with a declaration from the Settlement Administrator (with respect to the processing of Claim Forms) within 33 days after the Claims Deadline.

5. SETTLEMENT ADMINISTRATION

5.1 Settlement Administrator. The administration of the Settlement Fund and the Claim Forms shall be subject to the Court's supervision and remain at all times under the exclusive and continuing jurisdiction of the Court. The Settlement Administrator shall issue reports as requested by Class Counsel and Conagra regarding its activities, fees and expenses, and other procedures. Class Counsel or Conagra may raise by written objection filed with the Court any challenge to the procedures instituted by, or the fees and expenses of, the Settlement Administrator with respect to the administration of the Settlement Fund. The Settlement Administrator shall be responsible for disseminating information to Class Members concerning settlement procedures.

5.2 Notice

5.2.1 The Notice Plan shall satisfy Rule 23 of the Federal Rules of Civil Procedure and be subject to the Court's approval.

5.2.1.1 The Settlement Administrator, in accordance with the Notice Plan and the Order Directing Notice, shall provide all Class Members with the best notice practicable under the circumstances. Conagra represents that it did not sell Wesson Oil Products directly to consumers and therefore does not possess consumer contact

information.

5.2.1.2 As directed by the Order Directing Notice, the Settlement Administrator shall establish and maintain the Settlement Website, on which at least the relevant pleadings, settlement documents, any applicable deadlines, and the Posted Notice shall be posted in order to provide information to the Classes of the proposed Settlement.

5.2.1.3 The Settlement Administrator also shall cause the Publication Notice to be published as provided in the Notice Plan and as directed by the Order Directing Notice.

5.2.2 All notice contemplated under the Notice Plan shall be issued and completed by the times set forth in the Order Directing Notice, unless otherwise ordered by the Court.

5.3 Opting Out of the Settlement

5.3.1 Each Class Member may elect to opt out of the Settlement. Any Class Member who wishes to opt out of the Settlement must do so, in writing, by mailing a request for exclusion to the Settlement Administrator signed by the Class Member (the “Opt-Out Request”). Any such request must be sent to the Settlement Administrator and postmarked by the Opt-Out Deadline.

5.3.2 The Opt-Out Request must:

5.3.2.1 bear the handwritten signature of the Class Member seeking to opt out;

5.3.2.2 set out the Class Member’s full legal name, valid mailing address, and functioning telephone number;

5.3.2.3 state that the Class Member has reviewed and understood the Class Notice and chooses to be excluded from the Settlement. and

5.3.2.4 provide the name of and contact information for the Class Member's attorney, if represented.

5.3.3 No person or entity may opt out on behalf of another Class Member.

5.3.4 All requests to opt out that fail to satisfy the requirements of this Section, as well as any additional requirements that the Court may impose, shall be void. No class-wide, mass opt-outs, or opt-outs signed by attorneys are permitted under this Agreement.

5.3.5 Any Class Member who does not properly and timely submit a request to opt out as required in this Agreement shall be deemed to have waived all rights to opt out and shall be deemed a Class Member for all purposes under this Agreement.

5.4 Objecting to the Settlement

5.4.1 Any Class Member who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement under Federal Rule of Civil Procedure 23. Each Class Member who wishes to object to any term of this Agreement must do so, in writing, by filing a written objection with the Clerk of the Court and mailing it to Class Counsel and counsel for Conagra at the addresses set forth below:

Class Counsel:

Ariana J. Tadler
Milberg Tadler Phillips Grossman LLP
One Penn Plaza, Suite 1920
New York, NY 10119

Adam J. Levitt
DiCello Levitt Gutzler LLC
Ten North Dearborn Street
Chicago, IL 60602

Counsel for Conagra

Angela M. Spivey
Alston & Bird LLP
One Atlantic Center
1201 W Peachtree Street, NE
Atlanta, GA 30309-1404

- 5.4.2** Any such objection must be postmarked by the deadline for filing objections and under the procedures established by the Court. Any such objection must (a) attach copies in advance of any materials that the objector intends to submit to the Court or present at the Fairness Hearing; (b) be personally signed by the Class Member and, if represented by counsel, by his or her counsel; (c) include information or documents sufficient to show that the objector is a Class Member; and (d) clearly state in detail (i) the legal and factual ground(s) for the objection, (ii) the Class Member's name, mailing address, email address, and telephone number, (iii) whether it applies only to the objector, to a specific subset of the class, or to the entire class, (iv) if represented by counsel, such counsel's name, email address, mailing address, and telephone number, (v) any request to present argument to the Court at the Fairness Hearing; (vi) previous objections that the Class Member has filed in class action settlements in the past five years and the results of those objections (including any settlements that were reached concerning his or her objection); and (vii) previous objections that the

objecting Class Member's counsel has filed either in a representative capacity or on their own behalf in the past five years (including any settlements that were reached concerning those objections).

5.4.3 Any objection that fails to satisfy the requirements of this Section, or that is not properly and timely submitted, shall be deemed void and waived unless otherwise ordered by the Court. The Court shall make the final determination if any objection complies with the requirements of this Section. Any Party may respond to any objection by the date as ordered by the Court.

5.5 Requests to Appear at Final Approval Hearing

5.5.1 Any Class Member who wishes to appear and be heard in person or by counsel at the Fairness Hearing must make such request by notifying the Court and the Parties' respective counsel at the addresses set forth in Section 5.4.1 of this Agreement, subject to the discretion of the Court. Any such request must be filed with the Clerk of the Court and postmarked by the deadline for filing requests to appear and under the procedures established by the Court, and must state the name, address, and telephone number of the Class Member, as well as the name, address, and telephone number of the person that shall appear on his or her behalf. Any request for appearance that fails to satisfy the requirements of this Section, or that has otherwise not been properly or timely submitted, shall be deemed ineffective and a waiver of such Class Member's rights to appear and to comment on the Settlement at the Fairness Hearing. Only the Parties, Class Members, or

their counsel may request to appear and be heard at the Fairness Hearing.

Persons or entities that opt out may not request to appear and be heard at the Fairness Hearing.

5.6 Proposed Deadlines

5.6.1 The Parties shall request that the Court approve the following schedule in the Order Directing Notice. Unless otherwise ordered by the Court, the following deadlines shall apply. In the case of a discrepancy between the table below and the text of the Order Directing Notice approved by the Court, the dates in the Order Directing Notice control:

ACTION	TIMING
CAFA Notice Deadline	10 days after the Motion for Order Directing Notice Is Filed
Hearing on Motion Directing Notice	April 15, 2019
First Publication of Class Notice	10 days after issuance of the Order Directing Notice
Settlement Website Established	One day before First Publication of Class Notice
Opt-Out Deadline	114 days after First Publication of Class Notice
Claims Deadline	130 days after First Publication of Class Notice
Motion for Final Approval and Fee and Expense Application Deadline	2 weeks before Objection Filing Deadline
Supplemental Filing in Support of Final Approval Deadline	33 days after Claims Deadline
Objection Filing Deadline	114 days after First Publication of Class Notice
Request to Appear at Hearing Filing Deadline	114 days after First Publication of Class Notice
Objection Response Deadline	2 weeks after Objection Filing Deadline
Final Approval Hearing	To be set by the Court, on or after 165 days after First Publication of Class Notice

ACTION	TIMING
Gross Settlement Proceeds Paid into Escrow Account	20 days after Final Effective Date

6. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS

6.1 Limitation on Released Party Liability

6.1.1 No Released Party shall be subject to liability or expense of any kind to any Class Member or their respective counsel related to the Released Claims except as provided in this Agreement.

6.2 Dismissal of Released Claims

6.2.1 The Parties agree that upon the Final Effective Date of this Agreement, all Released Claims shall be dismissed with prejudice in accordance with the Final Approval Order entered by the Court, including by seeking dismissal with prejudice of the Complaint.

7. RELEASES AND RESERVATIONS AND COVENANTS NOT TO SUE

7.1 Released Claims and Covenants Not to Sue

7.1.1 In consideration of the benefits described and the provisions contained in this Agreement, all Class Members (regardless of whether a Class Member submits a Claim Form) promise, covenant, and agree that, upon the Final Effective Date and by operation of the Final Approval Order, the Class Members shall release and forever discharge the Released Parties from any liability for all claims of any nature whatsoever in law or in equity, past and present, and whether known or unknown, suspected or claimed, relating to or arising under any federal, state, local, or international statute, regulation, or law (including state consumer fraud, warranty, unjust enrichment laws,

codal law, adjudication, quasi-adjudication, tort claims, contract claims, actions, causes of action, declaratory judgment actions, cross-claims, counterclaims, third-party claims, demands, and claims for damages, compensatory damages, liquidated damages, punitive damages, exemplary damages, multiple damages, and other noncompensatory damages or penalties of any kind, fines, equitable relief, injunctive relief, conditional or other payments or interest of any type, debts, liens, costs, expenses and/or attorneys' fees, interest, or liabilities) that have been or could have been brought in connection with Conagra's distribution, labeling, packaging, marketing, advertising, and/or sale of the Wesson Oil Products as "Natural" during the applicable Class Period, subject only to the express exceptions listed in the Reservation of Claims and Rights in Section 7.2 below. Specifically excluded from this release is any claim for bodily injury allegedly suffered in connection with the Wesson Oil Products. Conagra agrees to provide reciprocal and mutual releases to the Class Representatives and Class Members from any liability that was or could have been asserted arising out of or relating in any way to the institution, prosecution, or settlement of the Action ("Released Defendant's Claims").

- 7.1.2** All Class Members covenant and agree that they shall not hereafter seek to sue or otherwise establish liability against any Released Parties based, in whole or in part, on any of the Released Claims. Each Class Member expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent

Released Claims without regard to the subsequent discovery or existence of different or additional facts. The Parties shall cooperate and assist one another in defending against and obtaining the dismissal of any claims brought by Persons seeking to assert claims released under this Agreement. Similarly, Conagra covenants and agrees that it shall not hereafter seek to sue or otherwise establish liability against any Class Representative or Class Member regarding this litigation, or any Released Defendant's Claims that Conagra could have brought as part of this litigation or in litigation concerning distribution, sale, purchase, labeling, packaging, marketing, and/or advertising of the Wesson Oil Products.

7.1.3 IN ADDITION, EACH CLASS MEMBER HEREBY EXPRESSLY WAIVES AND RELEASES, UPON THE FINAL EFFECTIVE DATE, ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE OR ANY OTHER STATUTE, LAW OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO § 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

SECTION 1542. GENERAL RELEASE; EXTENT. 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 SETTLEMENT WITH THE DEBTOR.

7.1.4 Each Class Member may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Class Member hereby expressly waives and fully, finally, and forever settles and releases, upon the Final Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims with respect to the subject matter of the Released Claims whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Class Member also hereby expressly waives and fully, finally, and forever settles and releases any and all Released Claims it may have against the Released Parties under § 17200, *et seq.*, of the California Business and Professions Code. Similarly, to the extent that Conagra hereafter discovers facts other than or different from those which it knows or believes to be true with respect to the Released Defendant's Claims that it could have brought in this litigation, it mutually waives and fully, finally, and forever settles and releases any Released Defendant's Claims that it could have brought in connection with this litigation.

7.2 Reservation of Claims and Rights

7.2.1 Released Claims shall not include any claim against the Released Parties for bodily injury allegedly suffered in connection with the purchase or use of the Wesson Oil Products.

7.2.2 The Parties agree that this Agreement, whether or not the Final Effective

Date occurs, and any and all negotiations, documents, and discussions associated with it, shall be without prejudice to the rights of any Party (other than those compromised in this Agreement); shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, any liability or wrongdoing by any of the Released Parties, or of the truth of any of the claims or allegations contained in any complaint or pleading, whether in the Action, any other actions, or otherwise. The Parties expressly reserve all of their rights if this Agreement fails to become Final and effective substantially in accordance with its terms.

7.2.3 If this Agreement is not approved by the Court substantially in accordance with its terms and does not become subject to a Final Approval Order following such approval, or the Final Approval Order does not become Final, then the Action, for all purposes, shall revert to its status as of the date before the execution of this Agreement. Conagra shall also be entitled to a refund of any Gross Settlement Proceeds that it has deposited into the Escrow Account, any Fee and Expense Award it has paid to Class Counsel, and/or any Service Awards to it has paid to the Class Representatives.

8. **ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

8.1 **Attorneys' Fees and Expenses and Service Awards**

8.1.1 As part of the Settlement, Class Counsel shall make a Fee and Expense Application to the Court for a Fee and Expense Award.

8.1.1.1 Class Counsel shall make a Fee and Expense Application to the Court for an award of \$6,850,000 in attorneys' fees and expenses, to be paid by Conagra.

8.1.1.2 Conagra shall take no position with respect to the Fee and Expense Application, consistent with its agreement negotiated with the assistance of Magistrate Judge McCormick as mediator. The Parties recognize that the Court shall have the final authority to award the amount of attorneys' fees and expenses. The Parties represent that the attorneys' fees and expenses were mediated after agreement on substantive terms with Magistrate Judge McCormick.

8.1.1.3 Upon a Court order providing a Fee and Expense Award, any attorneys' fees and expenses awarded to Class Counsel by the Court shall be paid by Conagra within 20 calendar days of the Final Effective Date and receipt by Conagra of all documentation reasonably necessary to make such payment. In the event the Fee and Expense Award is reversed, modified, canceled, terminated, or reduced for any reason, the relevant amount of the overpayment of attorneys' fees and costs paid by Conagra shall be returned to Conagra within thirty days of Conagra's written request to Class Counsel. Class Counsel shall be liable to Conagra for the amount of attorneys' fees and costs they received. Conagra shall be entitled to enforce this provision through a motion filed with this Court, and Class Counsel, as a condition of receiving such attorneys' fees and

costs, agrees that Class Counsel are subject to the jurisdiction of the Court for the purpose of enforcing this provision.

8.1.1.4 Conagra agrees not to take any position on an application for service awards of (a) up to \$3,000 for each of the Class Representatives who were deposed (Robert Briseño, Michele Andrade, Jill Crouch, Pauline Michael, Necla Musat, and Maureen Towey) and (b) up to \$1,000 for each of those who were not deposed (Julie Palmer, Cheri Shafstall, Dee Hooper-Kercheval, Kelly McFadden, Erika Heins, Rona Johnston, and Anita Willman). 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 Class Representatives in this Action.

8.1.1.5 Class Counsel will provide to Defendant, through Defendant's Counsel, appropriate W-9 forms for law firms and Class Representatives, and all wiring or account information necessary to enable Defendant to make the Court-awarded payment.

8.1.1.6 Any payment awarded by the Court to the Class Representatives will be paid to Class Counsel by Defendant separately from attorneys' fees and expenses. These service awards shall be paid within 20 calendar days of the Final Effective Date and deposited into Class Counsel's client trust account before disbursement to the Class Representatives or paid in the form of checks sent to Class Counsel written to each Class Representative.

8.1.1.7 Class Counsel shall allocate the attorneys' fees amongst Class Counsel and other counsel representing plaintiffs in the Action in a manner in which they in good faith believe reflects the contributions of such counsel to the prosecution and settlement of the Action 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.

8.1.1.8 Conagra and the Released Parties shall have no liability with respect to any disputes among plaintiffs' counsel relating to the award, allocation, or entitlement to any fees, costs, or expenses. The Court shall retain jurisdiction over any disputes among plaintiffs' counsel relating to the award, allocation, or entitlement to any fees, costs, or expenses, but any such disputes shall not affect this Settlement becoming Final.

8.2 Value of Injunctive Relief

8.2.1 Class Counsel and Conagra agree that during the pendency of this litigation Conagra removed the "natural" claim from the labels of Wesson Oil Products and stopped marketing, advertising, and selling Wesson Oil Products as "natural."

8.2.2 Plaintiffs point to this change as a result achieved in the wake of this litigation, while acknowledging that this Settlement does not constitute an admission by Conagra of liability, damages, or any other issue in the lawsuit, including but not limited to what prompted the label change. Conagra denies its decision to remove ‘natural’ from Wesson Oil labels was in any way related to this litigation.

8.2.3 As part of the Settlement, Conagra agrees to injunctive relief under which Conagra agrees that should it reacquire the Wesson Oil brand, it will not market, advertise, or sell Wesson Oil Products as “natural” unless the FDA issues guidance or regulation, or federal legislation is enacted, authorizing use of a “natural” claim on a product containing oil from genetically engineered seed stock; and will not advertise, market or sell Wesson Oil Products as “non-GMO” unless the claim is certified by an independent third-party certification organization. This Agreement does not preclude Conagra from making other changes to the advertising and marketing of Wesson Oil Products, provided that those changes do not conflict with the provisions of this Agreement.

8.2.4 The Parties agree that the value of the injunctive relief to the Classes is \$27,000,000.

9. **TERMINATION OF THIS AGREEMENT**

9.1 **Termination**

9.1.1 This Agreement shall be terminated, without notice, if the Court declines to enter the Order Directing Notice, declines to grant Final Approval, or if such

approval or other necessary orders do not become Final (as a result of reversal on appeal or otherwise).

9.1.2 If the Court declines to enter the Order Directing Notice, declines to grant Final Approval, or if such approval or other necessary orders do not become Final (as a result of reversal on appeal or otherwise), this Agreement shall be of no further force or effect.

10. MISCELLANEOUS PROVISIONS

10.1 Recitals

10.1.1 The recitals set forth prior to Section 1 of this Agreement are hereby expressly incorporated into this Agreement and made a part hereof.

10.2 No Inducement

10.2.1 The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement.

10.3 Severability

10.3.1 The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision. If, in any action before any court or other tribunal of competent jurisdiction, any term, restriction, covenant, or promise is held to be unenforceable for any reason, then such term, restriction, covenant, or promise shall be deemed modified to the extent necessary to make it enforceable by such court or

other tribunal and, if it cannot be so modified, then this Agreement shall be deemed amended to delete from this Agreement such provision or portion adjudicated to be invalid or unenforceable, and this Agreement shall be deemed to be in full force and effect as so modified.

10.3.2 Notwithstanding Section 10.4.1, however, the Parties agree that the monetary and injunctive relief in this settlement, and the accompanying releases and covenants not to sue, are integral and indivisible provisions without which the parties would not have entered into this Agreement.

10.4 Receipt of Advice of Counsel

10.4.1 Class Representatives acknowledge, agree, and specifically warrant and represent that they have discussed with Class Counsel (or their designees) the portions of this Agreement relevant to them, including the release of Released Claims, and received legal advice with respect to the advisability of entering into this Agreement, and the legal effect of this Agreement.

10.5 Timing

10.5.1 Class Counsel and Conagra may agree in writing to reasonable extensions of time to carry out the provisions of this Agreement.

10.6 No Tax Advice

10.6.1 No opinion regarding the tax consequences of this Agreement to any individual Class Member is being given or shall be given by Conagra or its counsel, nor is any representation or warranty in this regard made by virtue of this Agreement. Class Members must consult their own tax advisors regarding the tax consequences of the Settlement, including any payments

provided hereunder and any tax reporting obligations they may have with respect to this Agreement. Each Class Member's tax obligations, and the determination thereof, are his, her, or its sole responsibility, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member. Released Parties shall have no liability or responsibility whatsoever for any such tax consequences resulting from payments under this Agreement. To the extent required by law, the Released Parties shall report payments made under this Agreement to the appropriate authorities.

10.7 Notice of Breach

10.7.1 The waiver by any of the Parties of any provision of or breach of this Agreement, in whole or in part, by another Party shall not be deemed or construed as a waiver of any other provision of or breach of this Agreement, whether prior, subsequent, or contemporaneous, to this Agreement. In the event that one Party to this Agreement is notified in writing by the other Party of any alleged breach of this Agreement, the allegedly-breaching Party shall have fourteen (14) days from the date of receipt of such notice to cure any such alleged breach and to notify the other Party, in writing, of the cure implemented to address the alleged breach. If the Party asserting the breach is not satisfied with the cure, that Party shall have the right to petition the Court for relief within thirty days after receipt of notice of the cure.

10.8 Enforcement

10.8.1 Only if this Settlement is finally approved by the Court and becomes Final, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted or attempted against the Released Parties in such capacity with respect to any of the Released Claims, and may be filed, offered, received into evidence, and otherwise used for such defense. This Agreement may also be used in connection with the Parties' application for approval or enforcement of this Agreement and all proceedings incident to this Agreement, including requests for attorneys' fees, costs, disbursements and compensation to the Classes, and any disputes arising from this Agreement.

10.9 Authorization to Enter Agreement

10.9.1 The undersigned representatives of Conagra represent that they are fully authorized to enter into and execute this Agreement on behalf of Conagra. Class Counsel represent that they are fully authorized to enter into and execute this Agreement on behalf of the Class Representatives and Class Members, subject to approval by the Court pursuant to Fed. R. Civ. P. 23.

10.10 No Party Is the Drafter

10.10.1 None of the Parties to this Agreement shall be considered the drafter of this Agreement or any provision thereof for the purpose of any statute, case law or rule of construction that would or might cause any provision to be construed against the drafter.

10.11 Choice of Law

10.11.1 This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of California without regard to its choice of law or conflict of laws principles. The Court shall maintain continuing jurisdiction over this matter in any proceeding to interpret, enforce, modify, or set aside the terms of this Agreement.

10.12 Computing Dates

10.12.1 For all deadlines under this Agreement, to compute deadlines (a) exclude the day of the event that triggers the period; (b) count every calendar day, including intermediate Saturdays, Sundays, and legal holidays; and (c) include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

10.13 Time for Compliance

10.13.1 If the date for performance of any act required by or under this Agreement is due to be performed on or by a Saturday, Sunday, or legal holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

10.14 Jurisdiction and Dispute Resolution

10.14.1 Pursuant to the Final Approval Order, the Court shall retain continuing and exclusive jurisdiction over the Parties and their counsel, the Settlement Administrator, the Settlement Fund (including any trustee or other

administrator or agent of the Settlement Fund, as applicable), and all Class Members with respect to the terms of this Agreement, the proper provision of all benefits thereunder, and the implementation and enforcement of its terms, conditions, and obligations. The terms of this Agreement shall be incorporated into the Final Approval Order of the Court, which shall allow that Final Approval Order to serve as an enforceable injunction by the Court for purposes of the Court's continuing jurisdiction related to this Agreement.

10.14.2 The Court also shall retain exclusive and continuing jurisdiction over the Fee and Expense Award.

10.15 Administrative Procedures

10.15.1 The Settlement Administrator may create administrative procedures, supplementary to (and not inconsistent with) those specified herein that provide further specific details about how the Settlement is to be administered, and/or other aspects of the Settlement, including, but not limited to, procedures regarding submission of documents or procedures regarding execution and signature of documents; provided, however, that such procedures comply, or otherwise are not in conflict, with the terms of this Agreement, and are agreed to by the Parties and approved by the Court.

10.16 Amendment or Waiver

10.16.1 This Agreement shall not be modified in any respect except by a writing executed by all Parties to this Agreement or their successors-in-interest. The waiver of any rights conferred by this Agreement shall be effective only if

made in writing by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior to, subsequent to, or contemporaneous with this Agreement.


10.17 Execution in Counterparts

10.17.1 This Agreement may be executed in counterparts. Facsimile or PDF signatures shall be valid signatures as of the date thereof.

10.18 Integrated Agreement

10.18.1 This Agreement, including its exhibits, contains an entire, complete, and integrated statement of the terms agreed to by and between the Parties, and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement, by and through their fully
authorized representatives, have executed this Agreement as of March 11, 2019.


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