

IN THE CIRCUIT COURT OF PHELPS COUNTY, MISSOURI

| | | |
|-----------------------------------|---|------------------|
| DACIA TRENTHAM, |) | |
| Individually and on behalf of all |) | |
| others similarly situated, |) | |
| |) | |
| Plaintiff |) | No. 18PH-CV00751 |
| |) | |
| v. |) | |
| |) | |
| TASTE OF NATURE, INC., |) | |
| |) | |
| Defendant. |) | |

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement is entered into by and among Plaintiff Dacia Trentham and Class Representative Sierra Gillespie, individually and on behalf of the Settlement Class Members, and Defendant Taste of Nature, Inc. (“Defendant”) (collectively, the “Parties”). Capitalized terms used herein are defined in Section II of this Settlement or indicated in parentheses elsewhere in this Agreement. Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Settlement and upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the Action shall be settled and compromised upon the terms and conditions contained herein.

I. RECITALS

1.1 This Settlement is the product of litigation, negotiation and mediation. More than one year ago, on April 6, 2017, Plaintiff’s Counsel sent a demand letter to Defendant pursuant to the California Consumer Legal Remedies Act.

1.2 The Parties did not reach a resolution based on the demand letter. Accordingly, on March 13, 2018, Class Representative Sierra Gillespie filed a Class Action Complaint in the

United States District Court for the Central District of California on behalf of herself and all Persons who purchased certain Taste of Nature Products during the Class Period.

1.3 In addition to the Complaint filed in the Central District of California, in February 2017 a class action complaint was filed against Defendant in Superior Court for the State of California, County of Los Angeles, captioned *Tsuchiyama v. Taste of Nature*, Case No. BC651252 (“*Tsuchiyama*”). On April 9, 2018, the *Tsuchiyama* plaintiff filed his motion for class certification, which is pending. In addition, Defendant responded to requests for production in that case, and has provided the discovery documents to Class Counsel subject to a non-disclosure agreement.

1.4 On May 18, 2018, Plaintiff Dacia Trentham filed a Petition in the Circuit Court of Phelps County, Missouri. Plaintiff Trentham alleges in the Complaint that, among other things, Defendant engaged in deceptive and unlawful conduct in packaging its candy Products in non-transparent, cardboard containers, which contain non-functional slack-fill. Plaintiff contends that Defendant’s misrepresentations give rise to claims for violation of consumer protection law, and unjust enrichment.

1.5 Defendant, to avoid the costs, disruption, and distraction of litigation, and without admitting the truth of any allegations made in the Action, or any liability with respect thereto, has concluded that it is desirable that the claims against it be settled and dismissed on the terms reflected in this Settlement.

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

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

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

1.9 Defendant, while continuing to deny all allegations of wrongdoing and disclaiming any liability with respect to any and all claims, considers it desirable to resolve the Litigation on the terms stated herein, in order to avoid further expense, inconvenience, and interference with ongoing business operations and to dispose of burdensome litigation. Therefore, Defendant has determined that the settlement of this Litigation on the terms set forth herein is in its best interests.

1.10 Defendant hereby consents, solely for the purposes of the settlement set forth herein, to the certification of the Settlement Class and appointment of Plaintiff's counsel as counsel for the Settlement Class and Dacia Trentham and Sierra Gillespie as Class Representatives of the Settlement Class; provided, however, that if this Agreement fails to receive Court approval or otherwise fails to be executed, including but not limited to, the judgment not becoming final as provided in Section XVI of this Agreement, then Defendant retains all rights it had immediately preceding the execution of this Agreement to object to the propriety of class certification in all other contexts and for all other purposes, and the litigation

will continue as if the Settlement Class had never been certified. The fact that Defendant conditionally consented herein to certification of the Settlement Class shall not be used against Defendant by any Party or non-party for any purpose in this litigation or any other action, lawsuit, or proceeding of any kind whatsoever.

1.11 This Agreement is contingent upon the issuance by the Court of both preliminary approval and final approval. Should the Court not issue preliminary approval and final approval, Defendant does not waive, and instead expressly reserves, all rights to defend this Litigation.

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

II. DEFINITIONS

As used in this Settlement and the attached exhibits (which are an integral part of the Settlement and are incorporated in their entirety by reference), the following terms shall have the meanings set forth below, unless this Settlement specifically provides otherwise. Other capitalized terms in this Settlement but not defined in this section shall have the meanings ascribed to them elsewhere in this Agreement.

2.1 “Action” means the class action lawsuit styled as *Dacia Trentham v. Taste of Nature Inc.*, Case No. 18PH-CV00751, Phelps County Circuit Court, Missouri.

2.2 “Administration Expenses” means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties perform in furtherance of the notice and administration of the Settlement and to secure performance as set forth in this Settlement.

2.3 “Agreement” means this Class Action Settlement Agreement containing all terms, conditions, and exhibits which constitute the entire agreement between the Parties.

2.4 “Application” means the application to be filed by Class Counsel in this Action by which they will seek an award of attorneys’ fees, a Class Representative Service Award, and reimbursement of costs they incurred prosecuting this Action.

2.5 “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court based on the Settlement described herein to compensate Class Counsel as determined by the Court, as described more particularly in Section VII of this Settlement.

2.6 “Benefit” means the cash payment available to a Claimant who files a Valid Claim under this Agreement. The specific Benefit paid is subject to review, validation, and adjustments by the Settlement Administrator based upon the terms and conditions of this Agreement.

2.7 “Benefit Checks” are the form of payment issued for a Valid Claim as determined by the Settlement Administrator and in accordance with this Agreement.

2.8 “Claim” means a request for relief pursuant to this Settlement submitted by the Settlement Class Member on a Claim Form filed with the Settlement Administrator in accordance with the terms of this Settlement.

2.9 “Claim Form” means the proposed Claim Form in substantially the form attached hereto as Exhibit A to be used by Settlement Class Members to make a Claim under the

Settlement, which form is to be approved by the Court and to be posted online in accordance with Section VI of this Settlement.

2.10 “Claim Period” means the period of time during which a Settlement Class Member must submit a Claim Form to be eligible to receive monetary Benefit as part of the Settlement and shall extend for forty-five (45) consecutive days after the entry of the Final Approval Order.

2.11 “Claimant” means a Settlement Class Member who files a Claim seeking a Benefit under this Agreement.

2.12 “Claims Deadline” means the date by which a Claim Form must be received by the Settlement Administrator via mail or electronically by 11:59 p.m. central standard time to be considered timely and shall be a date no later than 60 days after entry of the Final Approval Order. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Settlement Notice and the Claim Form.

2.13 “Class Counsel” means David L. Steelman and Stephen F. Gaunt of STEELMAN, GAUNT & HORSEFIELD and Naomi Spector OF KAMBERLAW LLP.

2.14 “Class Notice” means the Publication Notice, Media Plan, and Settlement Notice as set forth in Exhibit B attached hereto.

2.15 “Class Period” means the period beginning on January 1, 2013 through, and including the date of entry of the Preliminary Approval Order.

2.16 “Class Representative(s)” means Plaintiff Dacia Trentham and Sierra Gillespie. Additional Class Representatives may be added by application of the Parties and consent of the Court prior to the publication of Class Notice, up to a maximum of five (5) total Class Representatives.

2.17 “Class Representative Settlement Award” or “Service Award” means any award sought by application to and approved by the Court that is payable to Class Representative(s) up to three-thousand dollars (\$3,000) per Representative, for a maximum total amount of fifteen thousand dollars (\$15,000), to compensate the Class Representatives for his or her effort in bringing the Action and achieving the benefits of this Settlement on behalf of the Settlement Class.

2.18 “Court” means the Phelps County Missouri Circuit Court.

2.19 “Defendant” means Taste of Nature, Inc.

2.20 “Effective Date” means the fifth business day after the last of the following dates: a) all Parties and their counsel, Defendant and Class Counsel, have executed this Settlement; b) the Court has entered the Final Approval Order; and c) the date on which time to appeal or to seek permission to appeal from the Court’s approval of the Settlement Agreement has expired or, if appealed, approval of the Settlement Agreement has been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review, or upon the denial of a writ of certiorari to review the order and final judgment from any court making the Final Approval Order a final, non-appealable judgment.

2.21 “Fairness Hearing” and/or “Final Approval Hearing” means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with this Settlement, and where the Court will: (a) determine whether to grant final approval to the certification of the Settlement Class; (b) determine whether to designate Plaintiff as the representative of the Settlement Class; (c) determine whether to designate Class Counsel as

counsel for the Settlement Class; (d) determine whether to grant final approval to the Settlement; (e) rule on Class Counsel's Application for a fee award and reimbursement of costs; and (f) consider whether to enter the Final Approval Order.

2.22 "Fee Award" means the attorneys' fees, Class Representative Service Award, and reimbursement of costs, to be paid separate and apart from the payment of Valid Claims, awarded by the Court to Class Counsel for all the past, present, and future attorneys' fees, costs (including court costs), expenses, and disbursements incurred by them and their experts, staff, and consultants in connection with the Action, up to a maximum of one million dollars in total compensation to be paid as follows: (1) \$440,000 in cash payments which, based on Defendant's financial situation and lack of cash on hand, will be paid in accordance with the schedule set forth below; and (2) assignment of an Insurance Policy issued by First Mercury Insurance Company and held by Defendant (Policy Number MI-CGL-0000051984-02), which present value is agreed between the Parties to be no more than \$560,000.

2.23 "Final Approval Order" means an order, to be entered by the Court granting, among other things, final approval of the Settlement and entry of final judgment with respect thereto, certifying the Class, and dismissing the Action with prejudice as to Class Representative's and Settlement Class Members' claims against Defendant

2.24 "Household" means all Persons residing at the same physical address.

2.25 "Labeling" means all written, printed, or graphic matter appearing upon the packaging of the Product, as well as all written, printed, or graphic matter used in the distribution or sale of the Product, including information found on Defendant's or its customers' or affiliates' websites supplementing, describing, explaining, and/or promoting the Product.

2.26 “Media Plan” means the notice plan, in substantially the forms attached hereto as Exhibit B, developed by the Settlement Administrator to notify the Settlement Class to the Settlement Notice and to command the Settlement Class Members’ attention about their rights under the Settlement.

2.27 “Motion for Preliminary Approval of Settlement” means the motion, to be filed by Plaintiff, seeking entry by the Court of the Preliminary Approval Order, and includes all supporting papers.

2.28 “Notice Date” means the date on which the Settlement Administrator disseminates the Settlement Notice consistent with the Preliminary Approval Order. The Notice Date shall be no later than thirty (30) days after the Court’s entry of the Preliminary Approval Order.

2.29 “Objection” means an objection properly filed with the Court in conformance with the terms of the preliminary Approval Order by a member of the Settlement Class, objecting to any aspect of the Settlement.

2.30 “Objection Deadline” means sixty (60) days after the Notice Date.

2.31 “Opt-Out” means a request by a member of the Settlement Class to be excluded from the Settlement Class by following the procedures set forth in the Preliminary Approval Order and the Class Notice.

2.32 “Opt-Out Deadline” means sixty (60) days after the Notice Date.

2.33 “Parties” (or “Party” individually) means Plaintiff and Defendant.

2.34 “Person” means any natural person, corporation, partnership, business organization or association, or other type of legal entity.

2.35 “Plaintiff” means Dacia Trentham.

2.36 “Preliminary Approval Order” means an order, in substantially the form of the Proposed Preliminary Approval Order attached hereto as Exhibit D, to be entered by the Court granting, among other things, preliminary approval of the Settlement.

2.37 “Product” and/or “Products” mean all “theater-box” candy products manufactured by Defendant enclosed in cardboard boxes within the following product lines: Cookie Dough Bites, Chocolate Chip Cookie Dough Bites, Fudge Brownie Cookie Dough Bites, Santa’s Village Chocolate Chip Cookie Dough Bites, Cookies N’ Cream Cookie Dough Bites, Cinnamon Bun Bites, Red Velvet Cupcake Bites, Moon Pie Bites, Strawberry Dream Bites, Birthday Cake Cookie Dough Bites, Peanut Butter Cookie Dough Bites, Muddy Bears, Shari Candies Cherry Sour Balls, Despicable Me 2 Sour Gummies, Sqwigglies, and Hello Kitty Treats. A complete list of Products with corresponding UPC codes is attached hereto as Exhibit C.

2.38 “Proof of Purchase” means a receipt, removed UPC code, or other documentation from a third-party commercial source reasonably establishing the fact and date of purchase of the Product during the Class Period in the United States.

2.39 “Proposed Preliminary Approval Order” means the order attached hereto as Exhibit D.

2.40 “Publication Notice” means the proposed short form notice, in substantially the form attached as Exhibit B hereto as well as attached to the Proposed Preliminary Approval Order, to be approved by the Court and to be published in accordance with Section VI of this Settlement Agreement.

2.41 “Releases” means the release of all claims contained in Section XII of this Settlement.

2.42 “Released Claims” are defined in Section XII.

2.43 “Released Parties” means Defendant and its direct and indirect parent companies, predecessor entities, successor entities, related companies, direct and indirect subsidiaries, holding entities, past and present affiliates, franchisees, distributors, wholesalers, retailers, advertising and production agencies, licensors, and agents, including all current and former officers, directors, managers, members, partners, owners, employees, shareholders, consultants, attorneys, legal representatives, insurers, agents, assigns, or other equity interest holders of any of the foregoing, and their heirs, executors, administrators, and assigns. For the avoidance of doubt, Released Parties shall include all retailers, distributors, sellers and resellers of Products.

2.44 “Releasing Parties” means Plaintiff, Class Representatives, all Settlement Class Members, Class Counsel, and any Person claiming by or through him/her/it, including any Person claiming to be his/her/its spouse, parent, child, heir, guardian, associate, co-owner, attorney, legal representative, agent, insurer, administrator, devisee, predecessor, successor, assignee, equity interest holders or representatives of any kind, shareholder, partner, director, employee or affiliate, and their heirs, executors, administrators, and assigns.

2.45 “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement and attached exhibits.

2.46 “Settlement Administrator” means Heffler Claims Administration, the independent entity selected by the Parties to administer the Settlement and approved by the Court.

2.47 “Settlement Class” means: all Persons who purchased Products in the United States during the Class Period. Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Product for resale; (b) Defendant and its employees, principals,

affiliated entities, legal representatives, successors and assigns; (c) any Person who files a valid, timely Opt-Out request; (d) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof) and (e) the judge(s) to whom this Action is assigned and any members of their immediate families.

2.48 “Settlement Class Members” means all Persons who are members of the Settlement Class and who do not exclude themselves from the Settlement Class in the manner and time prescribed by the Court in the Preliminary Approval Order.

2.49 “Settlement Notice” means a long form notice substantially in the form attached as Exhibit B hereto and attached to the Proposed Preliminary Approval Order, to be approved by the Court and to be disseminated in accordance with Section VI of this Agreement.

2.50 “Settlement Website” means the website to be created for this Settlement that will include information about the Action, the Settlement, and relevant documents and electronic and printable forms relating to the Settlement, including the Claim Form which can be submitted online or printed and mailed, and which Settlement Class Members can visit to read or request additional information regarding the Settlement. The Settlement Website name will be determined by the Settlement Administrator, in the form of www.xxxxxxxxxxxxxxxxxxxxxx.com.

2.51 “Tier” means the category a Settlement Class Member elects and is qualified under which to receive payment of a Benefit from Defendant.

2.52 “Unit” means a single quantity of the Product.

2.53 “Valid Claim” means a Claim Form submitted by a Settlement Class Member that is (a) submitted in accordance with the directions accompanying the Claim Form and the provisions of the Settlement; (b) on the initial submission, accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a

Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and post-marked by the Claims Deadline or, if submitted online, is received by 11:59 p.m., Central Standard Time, of the Claims Deadline and (e) determined to be valid by the Settlement Administrator.

Other capitalized terms in this Agreement but not defined in Section II shall have the meanings ascribed to them elsewhere in this Agreement.

III. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

3.1 This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement, nor any action taken hereunder, shall constitute or be construed as an admission of: (a) the validity of any claim or allegation by Plaintiff or of any defense asserted by Defendant in the Action; or (b) any wrongdoing, fault, violation of law, or liability on the part of any Party, Released Party, Settlement Class Member, or their respective counsel.

3.2 For the purpose of implementing this Agreement, and for no other purpose, Defendant stipulates to the conditional certification of the nationwide Settlement Class in this Action as set forth in the Proposed Preliminary Approval Order. If for any reason this Agreement should fail to become effective, Defendant's agreement to certification of the Settlement Class provided for in this Section III, or to any other class or subclass, shall be null and void, and the Parties shall return to their respective positions in this Action before this Agreement was executed.

IV. REQUIRED EVENTS

As soon as practicable after the execution of this Agreement, Plaintiff shall file in the Action this Agreement and a motion seeking entry of the Preliminary Approval Order, which order shall by its terms accomplish all the following:

4.1 Preliminarily approve the Settlement and this Agreement as fair and reasonable to the Settlement Class;

4.2 Conditionally certify the Settlement Class for the purpose of effecting the Settlement;

4.3 Designate Plaintiff as the Class Representative of the Settlement Class;

4.4 Designate Class Counsel as counsel for the Settlement Class;

4.5 Approve the Settlement Administrator and instruct the Settlement Administrator to perform the following functions in accordance with the terms of this Agreement, the Preliminary Approval Order, and the Final Approval Order:

- a. Process Opt-Out requests in accordance with Section IX of this Agreement;
- b. Process Objections to the Settlement in accordance with Section IX of this Agreement;
- c. Process Claim Forms in accordance with Section VI of this Agreement;
- d. Before disseminating the Settlement Notice, establish the Settlement Website, which Settlement Class Members can visit to read and obtain additional information regarding the Settlement, including submission of Claim Forms; and

- e. Set up and operate a toll-free automated interactive voice response system through which Settlement Class Members can access Settlement information.

4.6 Approve the form, contents, and method of notice to be given to the Settlement Class as set forth in Section VI of this Agreement, and direct Defendant to provide, and cause to be provided, such notice and to file with the Court a declaration of compliance with those notice requirements, as set forth in Section VI of this Agreement.

V. SETTLEMENT CONSIDERATION AND PROCEDURES FOR PROVIDING BENEFITS TO SETTLEMENT CLASS MEMBERS

5.1 Injunctive Relief

5.2 Defendant will immediately evaluate the level of fill in the Products and will commence working on the design, fill-level, development and/or production of proposed modifications, fill-level and/or replacements for its existing packaging.

5.3 Defendant will provide Class Counsel with proposed modifications, fill-level, and/or replacements for its existing packaging so as to reduce, where possible, the amount of slack-fill (“New Containers”) within six (6) months of the Effective Date. Although the precise level of fill in the New Container will not be known until it is put into production, the Parties believe that the slack-fill in the New Containers will be less than in the current containers. To the extent Defendant’s expert finds that it is not possible to reduce the slack-fill for any Product, Plaintiff shall have the opportunity to have an independent expert evaluate the Product.

5.4 The terms of the injunctive relief set forth herein shall not operate to preclude and/or deprive Defendant of the benefit of changes in applicable statutes, regulations, and binding standards.

5.5 Benefit Available to Settlement Class Members

Subject to the rights, terms, and conditions of this Agreement, Defendant will pay or cause to be paid Valid Claims based on which of the following two Tiers the Settlement Class Member elects and for which the Settlement Class Member qualifies:

- a. Tier 1. Settlement Class Members who elect to fill out the Claim Form section for Tier 1 and who do not have valid Proof of Purchase may recover \$0.25 per Product purchased for up to a maximum of four Units (\$1 per Household); or
- b. Tier 2. Settlement Class Members who elect to fill out the Claim Form for Tier 2 and who provide valid Proof of Purchase may recover \$0.25 per Product purchased for up to a maximum of fifty Units (\$12.50 per Household).

For the avoidance of doubt, a Settlement Class Member may file a single Claim electing either Tier 1 or Tier 2 and is eligible for one benefit per Household.

5.6 No Unclaimed Property Rights

Defendant guarantees to pay the Benefit as determined by the Settlement Administrator pursuant to the terms and conditions of this Agreement. Notwithstanding anything to the contrary, Defendant shall pay Valid Claims only. This Agreement does not create any vested property interest or unclaimed property rights for Settlement Class Members who do not file Valid Claims.

VI. PROCEDURES FOR PROVIDING BENEFIT TO SETTLEMENT CLASS MEMBERS

6.1 The Parties shall jointly ask the Court to approve Heffler Claims Administration as the Settlement Administrator. The Settlement Administrator shall, subject to the supervision

of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel, Defendant's Counsel, the Parties, and their representatives promptly upon request.

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

6.3 On the Claim Form, the Settlement Administrator shall validate that the Settlement Class Member provided and certified the truth and accuracy of the following information under the penalty of perjury, including by signing the Claim Form physically or by e-signature, or the Claim will not be considered a Valid Claim by the Settlement Administrator:

- a. The Settlement Class Member's name and mailing address;

- b. Complete all sections of the Claim Form completely, truthfully and accurately;
- c. The Settlement Class Member's email address (unless the Settlement Class Member requests a claim form by mail, in which case an email address is optional);
- d. The name of the Product purchased, the number of Units purchased during the Class Period, and the approximate date(s) of purchase;
- e. That the claimed purchases were not made for purposes of resale; and
- f. A security code or control number provided by the Settlement Administrator.

6.4 The Settlement Administrator shall be responsible for, among other things, providing notice as set forth in the Media Plan, processing Claim Forms, and administering the Settlement Website, Opt-Out process, and Settlement claims process described herein (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for Opt-Out from the Settlement Class). The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only Valid Claims. The Settlement Administrator and Parties shall have the right to audit claims, and the Settlement Administrator may request additional information from Claimants including by cross examination. The Settlement Administrator will approve Valid Claims and issue payment based upon the terms and conditions of the Agreement or may reject Claims which are invalid or evidence waste, fraud, or abuse. The determination of validity of claims shall occur within sixty (60) days of the end of the Claim Period. The Settlement Administrator shall approve or deny all claims, and its decision shall be final,

binding, and non-appealable by either Party or by Settlement Class Members. Neither Plaintiff nor Defendant, nor their counsel, shall have any liability whatsoever for any act or omission of the Settlement Administrator.

6.5 The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall promptly provide Class Counsel and Defendant's Counsel with information concerning notice, administration, and implementation of the Agreement. Should the Court request or should it be reasonably advisable to do so, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator. Without limiting the foregoing, the Settlement Administrator shall:

- a. promptly forward upon request to Defendant's Counsel and Class Counsel, copies of all documents and other materials relating to the administration of the Settlement;
- b. receive requests from Settlement Class Members to Opt-Out from the Settlement Class and promptly provide to Class Counsel and Defendant's Counsel a copy thereof upon receipt. If the Settlement Administrator receives any Opt-Out requests from Settlement Class Members after the Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;
- c. provide reports and summaries, as requested, to Class Counsel and Defendant's Counsel, including without limitation, reports regarding

the number of Claim Forms received and the identity of the Settlement Class Members;

- d. employ reasonable procedures to screen Claims Forms for waste, fraud, and abuse and shall reject a Claim Form, or any part of a Claim for a payment reflected therein, where the Settlement Administrator determines that there is evidence of waste, fraud, or abuse. The Settlement Administrator will review each Claim Form based upon the initial submission by Settlement Class Member and ensure that each is complete, properly substantiated and, based on the substantiation, determine the appropriate Benefit to be paid, if any, in accordance with the terms of this Agreement. The Settlement Administrator is empowered to pay legitimate and valid claims only;
- e. prepare a declaration attesting to compliance with the Class Notice requirements set forth below and identifying all Opt-Outs and/or objectors. Such declaration shall be provided to Defendant's Counsel and Class Counsel for filing with the Court no later than seven (7) days prior to the Final Approval Hearing; and
- f. issue checks for payment of Valid Claims ("Benefit Checks"). Defendant is obligated to pay Valid Claims only. All Benefit Checks issued pursuant to the Settlement shall bear in the legend that they expire if not negotiated within sixty (60) days of their date of issue. To the extent that a Benefit Check issued to a Settlement Class

Member is not cashed within sixty (60) days after the date of issue, the check will be void.

VII. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF COSTS, AND SERVICE AWARD

7.1 Class Counsel will submit to the Court an Application seeking a total Fee Award of no more than one million dollars (\$1,000,000) in total compensation to be paid as follows:

- a. \$440,000 in cash payments which, based on Defendant's financial situation and lack of cash on hand, will be paid in accordance with the following schedule: (1) Year One payment of \$120,000 within 14 days after Final Approval; (2) Year Two payment of \$80,000 by July 1, 2019; (3) Year Three payment of \$80,000 by June 30, 2020; (4) Year Four payment of \$80,000 by June 30, 2021; and (5) Year Five payment of \$80,000 by June 30, 2022. Defendant shall, as necessary, submit information to the Court concerning its financial position and need for a payment schedule;
- b. assignment of an Insurance Policy issued by First Mercury Insurance Company and held by Defendant (Policy Number MI-CGL-0000051984-02), which present value is agreed between the Parties to be no more than \$560,000; and
- c. Class Counsel will also submit to the Court an Application seeking leave to pay a Class Representation Service Award of \$3,000 per Class Representative to no more than five Class Representatives, as compensation for their efforts in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class. The Fee

Award and Class Representation Service Award shall be paid separate and apart from the Settlement, and shall not take away from or otherwise reduce the monetary relief available to the Settlement Class. Court approval of Class Counsel's Fee Award will not be a condition of the Settlement. If the Court denies, in whole or part, Class Counsel's Application for a Fee Award, the remainder of the terms of this Agreement shall remain in effect. In addition, no interest will accrue on such amounts at any time. Neither Class Counsel nor Plaintiff will request nor will they accept any award inconsistent with these terms.

7.2 Defendant agrees that it will not object to the amount of Class Counsel's Application for Fee Award up to the amounts set forth in the preceding paragraph. Attorneys' fees and expenses awarded by the court shall be payable in accordance with the schedule set forth above and upon entry of final judgment, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the settlement or any part thereof. Defendant shall make the Year One payment to Class Counsel by depositing through a wire exchange into an account to be identified by Class Counsel, the sum so awarded and approved by the Court.

7.3 Class Counsel shall provide Defendant with all necessary accounting and tax information, including W-9 forms, with reasonable advance notice, and in no instance later than the Effective Date, to allow Defendant to make the Fee Award payment as set forth above.

VIII. NOTICE AND DISSEMINATION TO THE SETTLEMENT CLASS, AND CLAIMS DEADLINES.

Subject to Court approval, the Parties agree that Defendant shall cause notice of the

proposed Settlement to be provided to the Settlement Class by the following methods:

8.1 Settlement Notice

The Parties agree that the Settlement Notice shall otherwise be in the manner and form agreed upon by the Parties and approved by the Court. Collectively, the Settlement Notice shall in general terms set forth and sufficiently inform the Settlement Class Members of: (1) a short, plain statement of the background of the Action, the Class certification, and the essential terms of the Settlement; (2) appropriate means for obtaining additional information regarding the Settlement and the Action; (3) appropriate information concerning the procedure for objecting or opting-out from the Settlement, if they should wish to do so; and (4) that any relief to Settlement Class Members is contingent on the Court's final approval of the Settlement. The Parties will request the Court to approve the Settlement Notice in the Preliminary Approval Order.

8.2 Publication Notice

Similarly, the Settlement Administrator will cause the Publication Notice to be published in accordance with the Media Plan attached as Exhibit B. The Parties agree that the Publication Notice provides to the Settlement Class and Settlement Class Members information sufficient to inform them of: the essential terms of the Settlement; appropriate means for obtaining additional information regarding the Settlement and the Action; and, appropriate information about the procedure for objecting or opting-out from the Settlement, if they should wish to do so. Since the Media Plan is determined to be the best notice practicable under the circumstances and satisfies due process, the Parties will request the Court to approve the Media Plan in the Preliminary Approval Order.

8.3 Settlement Website

The Settlement Administrator will establish a Settlement Website that will contain the complaint in the Action, the Motion for Preliminary Approval, the Preliminary Approval Order, the Settlement Agreement, Settlement Notice, Publication Notice, and Claim Forms. The Settlement Website will also identify key deadlines (e.g., the Claims Deadline, the Opt-Out Deadline, Objection Deadline, the date of Final Approval Hearing), and direct Settlement Class Members on how to submit Claim Forms and include a “Frequently Asked Questions” section.

8.4 Toll-Free Telephone Support Line

The Settlement Administrator will establish a toll-free telephone support line that will provide Settlement Class Members with general information about the Action and will respond to frequently asked questions about the Action and claim procedure available exclusively through an interactive voice response (IVR).

8.5 Methods for Dissemination of Notice

As soon as practicable, but no later than thirty (30) days after the Court’s entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Settlement Notice consistent with the Preliminary Approval Order by setting up the Settlement Website on the Internet and posting both the Settlement Notice and Publication Notice.

Within thirty (30) days after the entry of the Preliminary Approval Order, Defendant shall publish, cause to be published, or ensure that the Settlement Administrator has caused to be published, the Publication Notice pursuant to the Media Plan.

8.6 Declaration of Compliance

The Settlement Administrator shall prepare a declaration attesting to compliance with the Settlement Notice requirements set forth above and a statement of the number of Persons the

Media Plan reached. Such declaration shall be provided to Defendant's Counsel and Class Counsel and filed with the Court no later than seven (7) days prior to the Final Approval Hearing.

8.7 Report on Requests for Exclusion and Objections

Not later than seven (7) days before the Final Approval Hearing, the Settlement Administrator shall prepare and deliver to Class Counsel, who shall file with the Court, and Defendant's counsel, a report stating the total number of Persons who have submitted timely and valid Opt-Out requests from the Settlement Class and Objections to the Settlement, and the names of such Persons.

IX. OBJECTIONS AND REQUESTS FOR EXCLUSION

9.1 Objections

Any Settlement Class Member who intends to object to the Settlement must do so no later than sixty (60) days after the Notice Date (the "Objection Deadline"). In order to object, the Settlement Class Member must file with the Clerk of the Court, and provide a copy to the Settlement Administrator, Class Counsel, and Defendant's counsel, a document that includes:

- a. The case name and number, *Trentham v. Taste of Nature, Inc.*, Case No. 18PH-CV00751 (Phelps County Circuit Court, MO.);
- b. The name, address, telephone number, and, if available, the email address of the Person objecting;
- c. The name and address of the lawyer(s), if any, who are representing the Person objecting in making the Objection or who may be entitled to compensation in connection with the Objection;
- d. A detailed statement of Objection(s), including the grounds for those

Objection(s);

- e. Copies of any papers, briefs, or other documents upon which the Objection is based;
- f. A statement of whether the Person objecting intends to appear at the Final Approval Hearing, either with or without counsel;
- g. The identity of all counsel (if any) who will appear on behalf of the Person objecting at the Final Approval Hearing and all Persons (if any) who will be called to testify in support of the Objection;
- h. A statement of his/her membership in the Settlement Class, including all information required by the Claim Form;
- i. The signature of the Person objecting, in addition to the signature of any attorney representing the Person objecting in connection with the Objection; and
- j. A detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement.

9.2 Compliance with Objection Requirements

Any Settlement Class Member who fails to file and serve timely a written Objection containing all of the information listed in the items (a) through (j) of the previous paragraph, including notice of his/her intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.

Any Settlement Class Member who submits a timely written Objection shall consent to deposition by Class Counsel prior to the Final Approval Hearing.

9.3 Requests for Exclusion

Any Settlement Class Member may Opt-Out or request to be excluded from the Settlement Class. A Settlement Class Member who wishes to Opt-Out of the Settlement Class must do so no later than sixty (60) calendar days after the Notice Date (the “Opt-Out Deadline”). In order to Opt-Out, a Settlement Class Member must mail to the Settlement Administrator a request to Opt-out that is received no later than the Opt-Out Deadline. The Opt-Out request must contain the Class Member’s name, address, the words “I wish to be excluded from the *Trentham v. Taste of Nature* Class Action,” and the Class Member’s signature.

Opt-Out Requests that are received after the Opt-Out Deadline will be considered invalid and of no effect, and the Person who untimely submits an Opt-Out Request will remain a Settlement Class Member and will be bound by any Orders entered by the Court, including the Final Approval Order. Except for those Persons who have properly and timely submitted Opt-Out Requests, all Settlement Class Members will be bound by this Agreement and the Final Approval Order, including the Releases contained herein, regardless of whether they file a Claim or receive any monetary relief.

Any Person who timely and properly submits an Opt-Out request shall not (a) be bound by any orders or the Final Approval Order nor by the Releases contained herein; (b) be entitled to any relief under the Settlement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of this Agreement.

Each Person requesting to Opt-Out from the Settlement Class must personally sign his or her own individual Opt-Out request. No Person may Opt-Out of the Settlement Class, be Opted-Out by any other Person, and no Person shall be deemed Opted-Out of the Settlement Class through any purported “mass” or “class” Opt-Outs.

The Settlement Administrator shall provide Class Counsel and Defendant’s Counsel with a final list of timely Opt-Out requests by the Settlement Administrator within five (5) business days after the Opt-Out Deadline.

In the event that a Person submits an Opt Out and an Objection or presents a submission that is otherwise unclear on its face, the submission shall be interpreted to be an Opt Out.

X. COSTS OF NOTICE AND ADMINISTRATION

In addition to providing to Settlement Class Members the benefits described in Section V above, Defendant will pay actual fees and expenses for notice as required under due process and Missouri law for: (a) the costs of preparing and disseminating the notices provided for in Section VI above; and (b) the other Administration Expenses, including payments made for the services of the Settlement Administrator and third-party expenses. Notwithstanding anything to the contrary herein, Defendant shall not be responsible for any cost that may be incurred by, on behalf of, or at the direction of Plaintiff or Class Counsel in: (a) responding to inquiries about the Agreement, the Settlement, or the Action; (b) defending the Agreement or the Settlement against any challenge to either or both of them; or (c) defending against any challenge to the

Preliminary Approval Order, Final Approval Order, or judgment entered pursuant to the Agreement.

XI. PROCEDURES FOR SETTLEMENT APPROVAL

11.1 Preliminary Approval

Within seven (7) days following the date of the execution of this Agreement by the Parties, the Plaintiff shall move the Court for entry of the Preliminary Approval Order, subject to changes agreed to by the Parties for accuracy, formatting, or clarity.

11.2 Final Approval

No fewer than seven (7) days prior to the date set by the Court for the Fairness Hearing, the Plaintiff shall apply to the Court for entry of the Final Approval Order, subject to changes agreed to by the Parties for accuracy, formatting, or clarity.

At the Fairness Hearing, the Parties will jointly request the Court to enter the Final Approval Order, which: (a) grants final approval of the certification of the Settlement Class; (b) designates the Class Representative(s); (c) designates Class Counsel conditionally approved in the Preliminary Approval Order; (d) grants final approval to the Settlement and establishes this Agreement as fair, reasonable, and adequate to the Settlement Class; (e) provides for the release of all Released Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims; (f) orders the entry of judgment for Defendant on all claims, causes of action, and counts alleged in the Action, and incorporates the Releases stated in this Agreement, with each of the Parties to bear its or his own costs and attorneys' fees, except as provided in Section VII above; (g) authorizes the payment by Defendant of Class Counsel's Fee Award and Class Representative award in accordance with Section VII above and the terms of the Agreement; and (h) preserves the Court's continuing

jurisdiction over the administration of the Settlement and enforcement of the Agreement.

XII. RELEASES

12.1 By executing this Agreement, the Parties acknowledge that, upon both the entry of the Final Approval Order by the Court, and the passing of the Effective Date, the Action shall be dismissed with prejudice, an order of dismissal with prejudice shall be entered, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Released Parties. The Final Approval Order shall provide for and effect the full and final release, by the Releasing Parties of all Released Claims, consistent with the terms of this Agreement.

12.2 The Releasing Parties hereby fully release and forever discharge the Released Parties from any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, asserted or unasserted, Claims, demands, liabilities, rights, debts, obligations, liens, contracts, agreements, judgments, actions, suits, causes of action, contracts or agreements, extra contractual Claims, damages, punitive, exemplary or multiplied damages, expenses, costs, penalties, fees, attorneys' fees, and/or obligations of any nature whatsoever (including "Unknown Claims" as defined below), whether in law or in equity, accrued or unaccrued, existing now or arising in the future, direct, individual, representative, or class, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against the Released Parties, or any of them, relating in any way to any conduct prior to the date of the settlement and arise, in any manner whatsoever, out of any facts alleged by Plaintiff in the lawsuit and that: a) is or are based on any act, omission, inadequacy, misstatement, representation, harm, matter, cause, or event; b) involves legal Claims that have

been asserted in the lawsuit; or c) involves legal Claims about the Products or the marketing, advertising, packaging, or filling of the Products. The Parties acknowledge and agree that personal injury Claims are not part of any of the facts alleged by Class Representative in this lawsuit and that personal injury Claims are not included within the Released Claims.

12.3 Without limiting the foregoing, the release specifically extends to claims that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement, and the release contained herein, becomes effective. This paragraph constitutes a waiver of, without limitation as to any other applicable law, section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

12.4 The Releasing Parties understand and acknowledge the significance of these waivers of California Civil Code section 1542 and any other applicable federal or state statute, case law, rule, or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

12.5 The Final Approval Order shall further provide for and effect the release of all actions, causes of action, claims, administrative claims, demands, debts, damages, costs,

attorney's fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, that Defendant now has against Plaintiff, Settlement Class Members or Class Counsel by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of the Action or the claims and defenses asserted in the Action.

12.6 Notwithstanding the above, the Court shall retain jurisdiction over the Parties and the Agreement with respect to the future performance of the terms of the Agreement, and to assure that all payments and other actions required of any of the Parties by the Settlement are properly made or taken.

XIII. FINAL JUDGMENT AND SETTLEMENT APPROVAL

This Agreement is subject to and conditioned upon the issuance by the Court of the Final Approval Order that finally certifies the Settlement Class for the purposes of this Settlement, grants final approval of the Agreement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder. Court approval of Class Counsel's Fee Award will not be a condition of the Settlement. If the Court denies, in whole or part, Class Counsel's Application for a Fee Award, the remainder of the terms of this Agreement shall remain in effect.

XIV. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to, and agrees with, the other Party as follows:

14.1 Each Party has had the opportunity to receive, and has received, independent legal advice from his or its attorneys regarding the advisability of making the Settlement, the

advisability of executing this Agreement, and the legal and income tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

14.2 Defendant represents and warrants that: (a) it has the requisite corporate power and authority to execute, deliver, and perform the Agreement and to consummate the transactions contemplated hereby; (b) the execution, delivery, and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Defendant; and (c) the Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid, and binding obligation.

14.3 Each Class Representative represents and warrants that he/she is entering into the Agreement on behalf of herself individually and as a proposed representative of the Settlement Class Members, of his/her own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Each Class Representative represents and warrants that he/she has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable, and covenants that he/she will not file an Opt-Out request from the Settlement Class or object to the Agreement.

14.4 Plaintiff represents and warrants that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that Plaintiff has or may have arising out of the Action or pertaining to her purchase and/or use of the Products and/or the design, manufacture, marketing, labeling, packaging, filling or sale of the Product otherwise referred to in this Agreement, and no portion of any recovery or settlement to which Plaintiff may be entitled, has been assigned, transferred, or conveyed by or for Plaintiff in any manner; and no Person other than Plaintiff has any legal or equitable interest in the claims, demands,

actions, or causes of action referred to in this Agreement as those of Plaintiff herself.

14.5 Neither Party relies or has relied on any statement, representation, omission, inducement, or promise of the other party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, or entering the Settlement provided for herein, except as expressly stated in this Agreement.

XV. NO ADMISSIONS OF FAULT

The Agreement and every Agreement and term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by Plaintiff, Defendant, any Settlement Class Member or Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party.

XVI. MISCELLANEOUS PROVISIONS

16.1 Conditional Nature of Settlement and Termination

Defendant and Plaintiff shall each have the right to terminate the Settlement by providing written notice of their election to do so to the other within thirty (30) days of: (a) the Court's declining to enter the Preliminary Approval Order in substantially the form attached hereto; (b) the Court's refusal to approve this Agreement or any part of it; (c) the Court's declining to enter the Final Approval Order in substantially the form attached hereto; (d) the date upon which the Final Approval Order is modified or reversed in any material respect by the Court of Appeals or

the Supreme Court; (e) in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) and neither of the parties hereto elect to terminate this Settlement, the date that such Alternative Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (f) more than 1,000 members of the Settlement Class Opt-Out from the Settlement pursuant to Section IX above. Court approval of Class Counsel’s Fee Award will not be a condition of the Settlement, and failure of the Court to approve Class Counsel’s Application for a Fee Award, in whole or in part, shall not provide any Party the right to terminate the Settlement.

16.2 Evidentiary Preclusion

The Parties agree that, to the fullest extent permitted by law, neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any Released Party or the appropriateness of class certification in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. In addition, any failure of the Court to approve the Settlement and/or any objections or interventions may not be used as evidence in the Action or any other proceeding for any purpose whatsoever. However, the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16.3 Effect of Non-approval

In the event that this Agreement is not approved by the Court in substantially its present form, any Objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties or the Settlement Class Members, and shall not be used in this Action or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. In such event, this Agreement and all negotiations, proceedings, documents prepared and statements made in connection with this Agreement shall be without prejudice to any Party or Settlement Class Member and shall not be admissible or offered into evidence in any action or proceeding, and shall not be deemed, asserted or construed to be an admission or confession by any Party or any other Person or entity of any fact, matter or proposition of law, and shall not be used or asserted in any other manner or for any purpose, and all Parties and Settlement Class Members shall stand in the same position as if this Agreement and Settlement had not been negotiated, made or submitted to the Court.

16.4 Effectiveness, Amendments, and Binding Nature

This Agreement may be amended only in writing signed by the Parties. Except as otherwise stated above, each Party, including Plaintiff on behalf of herself and the Settlement Class, expressly accepts and assumes the risk that, if facts or laws pertinent to matters covered by this Agreement are hereafter found to be other than as now believed or assumed by that party to be true or applicable, this Agreement shall nevertheless remain effective.

This Agreement is binding on, and shall inure to the benefit of, the Parties and their respective direct and indirect parent companies, predecessor entities, successor entities, related

companies, direct and indirect subsidiaries, holding entities, past and present affiliates, franchisees, distributors, wholesalers, retailers, advertising and production agencies, licensors, and agents, including all current and former officers, directors, managers, members, partners, owners, employees, shareholders, consultants, attorneys, legal representatives, insurers, agents, assigns, or other equity interest holders of any of the foregoing, and their heirs, executors, administrators, and assigns All Released Parties other than Defendant, which is a Party, are intended to be third-party beneficiaries of this Agreement.

16.5 Public Statements and Contact of Settlement Class

Neither Party will release any public statements regarding this Agreement or its terms, nor contact any member of the Settlement Class in an effort to induce them to file claims or not to file claims. Plaintiff, Class Counsel, and the Settlement Administrator shall not make any public statements nor disclose to anyone unless requested or authorized by the Court: the total number of claims made; the total number of Units claimed; or, the total payout of Claims in dollars or any other measure.

16.6 Cooperation in Implementation

Defendant, Plaintiff, and their respective counsel agree to prepare and execute any additional documents that may reasonably be necessary to effectuate the terms of this Agreement.

16.7 Governing Law

This Agreement shall be construed and governed in accordance with the laws of the State of Missouri, without regard to Missouri's conflict-of-laws principles.

16.8 Stay Pending Court Approval

Class Counsel and Defendant's Counsel agree to stay all proceedings, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. If, despite the Parties' best efforts, this Agreement should fail to become effective, the Parties will return to their prior positions in the Action, in accordance with Section III of this Agreement.

The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Settlement Class Member in, any other proceedings against any of the Released Parties, which challenges the Settlement or otherwise asserts or involves, directly or indirectly, a Released Claim.

16.9 Signatures

This Agreement may be executed in counterparts, and, when so executed, shall constitute a binding original. Each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent by email shall be deemed original signatures and shall be binding.

16.10 Notices

Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by first class US Mail and email to:

1. If to Plaintiff or Class Counsel:

David Steelman
STEELMAN, GAUNT & HORSEFIELD
901 Pine, #110
P.O. Box 1257
Rolla, MO 65401-1257
dsteelman@steelmanandgaunt.com

If to Defendant or Defendant's counsel:

Joshua Briones
 E. Crystal Lopez
 Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
 2029 Century Park East, Suite 3100
 Los Angeles, CA 90067
 JBriones@mintz.com
 CLopez@mintz.com

16.11 Good Faith

The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

16.12 Protective Orders

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

16.13 Binding on Successors

The Agreement shall be binding upon, and inure to the benefit of, the heirs, and Released Parties.

16.14 Arms-Length Negotiations

The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated

in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

16.15 Waiver

The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.

16.16 Variance

In the event of any variance between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the Exhibit(s).

16.17 Exhibits

All Exhibits to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

16.18 Taxes

No opinion concerning the tax consequences of the Agreement to any Settlement Class Member is given or will be given by Defendant, Defendant's counsel, or Class Counsel; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the Agreement, if any.

16.19 Retain Jurisdiction

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

16.20 No Attorneys' Fees

Notwithstanding any of the provisions herein, if any party finds it necessary to institute legal proceedings to enforce another party's obligation under this Agreement, each party shall be responsible for its attorneys' fees and costs.

16.21 Support from the Parties

After a full investigation, discovery and arms-length negotiations, the Parties and their counsel agree that they: (a) have independently determined that this Settlement is in the best interest of the Settlement Class; (b) shall support motions for entry of the Preliminary Approval Order and Final Approval Order; and (c) will not encourage any Persons to Opt-Out or file Objections to the Settlement or this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
by their duly authorized representatives.

Dated this 30th day of May, 2018.


Naomi B. Spector
KAMBERLAW, LLP

E. Crystal Lopez
MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND
POPEO, P.C.

David Steelman
STEELMAN, GAUNT & HORSEFIELD

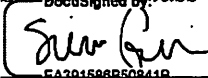
Taste of Nature, Inc.

By: _____

Title: _____

On Behalf of Defendant, Taste of Nature, Inc.

Dacia Trentham
*On Behalf of Plaintiff and the Proposed
Settlement Class*


DocuSigned by:

Sierra Gillespie
*On Behalf of Plaintiff and the Proposed
Settlement Class*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
by their duly authorized representatives.

Dated this 30th day of May, 2018.

Naomi B. Spector
KAMBERLAW, LLP



David Steelman
STEELMAN, GAUNT & HORSEFIELD

E. Crystal Lopez
MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND
POPEO, P.C.

Taste of Nature, Inc.

By: _____

Title: _____

On Behalf of Defendant, Taste of Nature, Inc.

Dacia Trentham
*On Behalf of Plaintiff and the Proposed
Settlement Class*

Sierra Gillespie
*On Behalf of Plaintiff and the Proposed
Settlement Class*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
by their duly authorized representatives.

Dated this 30th day of May, 2018.

Naomi B. Spector
KAMBERLAW, LLP

E. Crystal Lopez
MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND
POPEO, P.C.

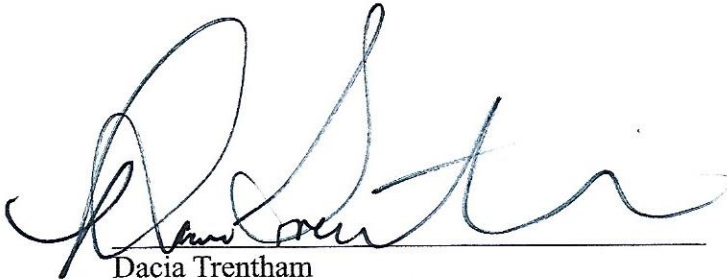
David Steelman
STEELMAN, GAUNT & HORSEFIELD

Taste of Nature, Inc.

By: _____

Title: _____

On Behalf of Defendant, Taste of Nature, Inc.



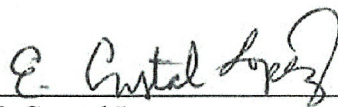
Dacia Trentham
*On Behalf of Plaintiff and the Proposed
Settlement Class*

Sierra Gillespie
*On Behalf of Plaintiff and the Proposed
Settlement Class*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
by their duly authorized representatives.


Dated this 30th day of May, 2018.

Naomi B. Spector
KAMBERLAW, LLP



E. Crystal Lopez
MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND
POPEO, P.C.

David Steelman
STEELMAN, GAUNT & HORSEFIELD



Taste of Nature, Inc.

By: DOYBLAS CHU

Title: VP

On Behalf of Defendant, Taste of Nature, Inc.

Dacia Trentham
*On Behalf of Plaintiff and the Proposed
Settlement Class*

Sierra Gillespie
*On Behalf of Plaintiff and the Proposed
Settlement Class*

Exhibits to attach~

Exhibit A – Claim Form

Exhibit B – Notices to include:

Publication Notice

Media Plan

Settlement Notice

Exhibit C – List of UPC Codes for Product

Exhibit D – Proposed Preliminary Approval Order