

CLASS ACTION SETTLEMENT AGREEMENT

1. RECITALS

1.1 This Settlement Agreement is entered into by Class Counsel and the Class Representatives on behalf of the Class Members, and Mondelēz Global LLC, as successor in interest to Defendant Clif Bar and Company (“Clif Bar”) (collectively, the “Parties”). Capitalized terms used herein are defined in Section 2 of this Settlement Agreement or indicated in parentheses.

1.2 Subject to Court approval, the Parties stipulate and agree that, in consideration for the promises and covenants set forth in this Settlement Agreement and upon entry by the Court of a Final Judgment and Order Approving Settlement and the occurrence of the Effective Date, the Action shall be settled and compromised upon the terms and conditions contained herein.

1.3 WHEREAS, on April 19, 2018, Ralph Milan, Sarah Aquino, and Elizabeth Arnold (“Plaintiffs”) filed a class action complaint against Clif Bar in the United States District Court for the Northern District of California, captioned *Ralph Milan et al. v. Clif Bar & Company*, Case No. 18-cv-02354-JD (the “Action”), on behalf of themselves and a class of all persons in the United States (or alternatively, California and New York) who purchased the Class Products;

1.4 WHEREAS, on September 3, 2021, the Court dismissed Ms. Aquino without prejudice from the Action for lack of prosecution and subsequently relieved Class Counsel as her counsel in the Action;

1.5 WHEREAS, on September 27, 2021, the Court certified a California Clif Bar class, a New York Clif Bar class, a California Kid Clif ZBar class, and a New York Clif Kid ZBar class, and has not certified any nationwide class;

1.6 WHEREAS, on March 29, 2023, the Court issued an order finding that a nationwide Settlement Class may be certified in this Action for settlement purposes consistent with *In re Hyundai and Kia Fuel Economy Litigation*, 926 F.3d 539, 562-566 (9th Cir. 2019);

1.7 WHEREAS, Clif Bar denies all allegations in the Action;

1.8 WHEREAS, Plaintiffs and Class Counsel have determined that a settlement of the Action on the terms reflected in this Settlement Agreement is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class; and

1.9 WHEREAS, Clif Bar, to avoid costs, disruption and distraction of further litigation, and without admitting the truth of any allegations made in or related to the Action, or any liability with respect thereto, has concluded that it is desirable that the claims against it be settled and resolved on the terms in this Settlement Agreement.

1.10 NOW, THEREFORE, this Settlement Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and the Parties agree that: (1) upon the Effective Date, the Action and all Released Claims shall be fully, finally, and forever settled and compromised as between Plaintiffs and the Settlement Class on the one hand, and Clif

Bar on the other hand; and (2) upon final approval of the Settlement Agreement, the Final Judgment and Order Approving Settlement shall be entered dismissing the Action with prejudice and releasing all Released Claims against the Released Parties.

2. DEFINITIONS

As used in this Settlement Agreement and the attached Exhibits, the following terms shall have the meanings set forth below unless this Settlement Agreement specifically provides otherwise:

2.1 “Action” means *Ralph Milan et al. v. Clif Bar & Company*, Case No. 18-cv-02354-JD (N.D. Cal.).

2.2 “Cash Payment” means the cash settlement awards paid to eligible Claimants as set forth in Section 4 of this Settlement Agreement.

2.3 “Claim” means a request for a Cash Payment on a Claim Form submitted to the Settlement Administrator in accordance with the terms of this Settlement Agreement.

2.4 “Claim Deadline” means the date by which all Claim Forms must be postmarked or submitted online to the Settlement Administrator to be considered timely. The Claim Deadline shall be ten (10) days after the date first set by the Court for the Final Approval Hearing unless the Parties agree to a longer period.

2.5 “Claim Form” means the document to be submitted by a Claimant requesting a Cash Payment.

2.6 “Claimant” means a Class Member who submits a Claim.

2.7 “Class” or “Settlement Class” means all persons who, during the “Class Period” (as defined below), purchased in the United States, for household use and not for resale or distribution, one of the Class Products, as defined below. Excluded from the Settlement Class are: (a) Clif Bar’s board members or executive-level officers including its attorneys; (b) governmental entities; (c) the Court, the Court’s immediate family, and the Court’s staff; and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with Section 7 of this Settlement Agreement or as approved by the Court.

2.8 “Class Counsel” or “Plaintiffs’ Counsel” means the attorneys of record for the Class Representatives and Class in the Action, namely Fitzgerald Joseph LLP.

2.9 “Class Member” means a member of the Settlement Class.

2.10 “Class Member Household” means all persons who share a single physical address. For all persons who are a legal entity, such as a corporation, partnership, business organization or association, or any other type of legal entity, there can be only one physical address for purposes of this Settlement, even if the entity has multiple offices or locations.

2.11 “Class Notice” means, collectively, the Long-form Notice, Short-form Notice, Email Notice, Postcard Notice, Internet Banner Advertisements, and Media Notice discussed in Section 4 of this Settlement Agreement.

2.12 “Class Notice Program” means the Court-approved plan for disseminating Class Notice.

2.13 “Class Period” means:

2.13.1. For Class Members in California and New York, April 19, 2014, to March 31, 2023.

2.13.2. For Class Members outside of California and New York, March 31, 2019 through March 31, 2023.

2.14 “Class Products” means original Clif Bars in packaging bearing the phrase “Nutrition for Sustained Energy,” and Clif Kid ZBars in packaging bearing the Challenged Claims (as identified in the Complaint in the Action).

2.15 “Class Representatives” or “Plaintiffs” means Ralph Milan and Elizabeth Arnold.

2.16 “Common Fund” or “Settlement Fund” means the qualified settlement fund this Settlement Agreement obligates Clif Bar to fund in the amount of Twelve Million Dollars (\$12,000,000), which is in the form of a non-reversionary Common Fund and is established in accordance with 26 C.F.R. §§ 1.468B-1(c) and (e)(1).

2.17 “Complaint” means the Class Action Complaint filed in the Action on April 19, 2018 [Docket No. 1].

2.18 “Court” means the United States District Court for the Northern District of California, the Honorable James Donato presiding, or any judge who will succeed him as the judge in the Action.

2.19 “Cy Pres Recipients” means (i) the Resnick Center for Food Law and Policy at the University of California, Los Angeles, School of Law, and (ii) Tufts University Friedman School of Nutrition Science & Policy, or, if not approved by the Court, one or more other Court-approved nonsectarian, not-for-profit organizations whose work is sufficiently tethered to the allegations in this Action.

2.20 “Defendant” or “Clif Bar” means Clif Bar & Company.

2.21 “Defendant’s Counsel” or “Clif Bar’s Counsel” means David T. Biderman and Jasmine W. Wetherell of Perkins Coie LLP and Christopher Van Gundy and Khirin A. Bunker of Sheppard, Mullin, Richter & Hampton, LLP.

2.22 “Direct Notice” means distribution of Class Notice by email (if an email address is available) or if not, by first class mail through the United States Postal Service to Class Members who can be identified in the records of third-party retailers, Clif Bar, or otherwise.

2.23 “Effective Date” means the date on which the Judgment becomes final. For purposes of this definition, the Judgment shall become final on the later in time of: (a) if no appeal has been taken from the Judgment, the date on which the time to appeal has expired; or (b) if an appeal from the Judgment is filed, and the Judgment is affirmed or the appeal dismissed, the date of such affirmance or dismissal; or (c) if a petition for certiorari seeking review of the appellate judgment is filed and denied, the date the petition is denied; or (d) if a petition for writ of certiorari is filed and granted, the date of final affirmance or final dismissal of the review proceeding initiated by the petition for a writ of certiorari; or (e) if Class Counsel and Defendant agree in writing, any other agreed date that is earlier than the Effective Date as calculated according to subparagraphs (a) - (d) above.

2.24 “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses and costs awarded by the Court to Class Counsel, which will be paid out of the Common Fund, as set forth in Section 9 of this Settlement Agreement.

2.25 “Final Approval Hearing” means the 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 Agreement.

2.26 “Final Judgment and Order Approving Settlement” means, collectively, the Final Judgment and Final Order Approving Settlement to be entered by the Court approving the settlement as fair, adequate, and reasonable, confirming the certification of the Settlement Class, and issuing such other findings and determinations as the Court and/or the Parties deem necessary and appropriate to implement the Settlement Agreement. The Final Judgment and Order Approving Settlement shall be substantially in the form of Exhibits 2 and 3 or as otherwise modified by the Court or the Parties.

2.27 “Internet Banner Advertisements” means the form of online legal notice, as approved by the Court, containing a hyperlink to the Claim Form section of the Settlement Website, to be distributed by the Settlement Administrator according to the Class Notice Program.

2.28 “Long-form Class Notice” means the legal notice of the terms of the proposed Settlement, as approved by the Court, to be distributed according to the Class Notice Program. The Long-form Class Notice shall be substantially in the form of Exhibit 4, or as otherwise modified by the Court.

2.29 “Media Notice” means the form of notice, as approved by the Court, to be distributed by the Settlement Administrator according to the Class Notice Program.

2.30 “Net Fund” means the amount of the Common Fund remaining after deducting the amount of the Fee Award and the costs of class notice.

2.31 “Notice and Claim Administration Expenses” means costs and expenses incurred by the Settlement Administrator, including all notice expenses, the costs of administering the Class Notice Program, and the costs of processing and distributing all the Cash Payment to Claimants.

2.32 “Notice Date” means the date by which the Settlement Administrator shall commence dissemination of the Class Notice, which shall be within twenty-one (21) days from

the Preliminary Approval Order, unless the Parties agree to a different date, subject to Court approval.

2.33 “Objection Date” means the date by which Class Members must file and serve objections to the Settlement Agreement and shall be no later than eighty-one (81) days after the Settlement Notice Date, or another time set by the Court.

2.34 “Opt-Out Date” means the postmark date by which a Request for Exclusion must be submitted to the Settlement Administrator, and shall be no later than eighty-one (81) days after the Settlement Notice Date, or another time set by the Court.

2.35 “Parties” means the Plaintiffs and Defendant in this Action.

2.36 “Preliminary Approval Order” means the order to be entered by the Court conditionally certifying the Settlement Class, preliminarily approving the Settlement Agreement, setting the date of the Final Approval Hearing, appointing Class Counsel for the Settlement Class, appointing Class Representatives for the Settlement Class, approving the Class Notice Program and forms of Class Notice, and setting the Opt-Out Date, Objection Date, and Notice Date. The Preliminary Approval Order shall be substantially in the form of Exhibit 1 or as otherwise modified by the Court or the Parties.

2.37 “Proof of Purchase” means a receipt or retailer record showing the Claimant purchased the Class Product during the Class Period and the amount purchased.

2.38 “Publication Notice” means distribution of the Class Notice, including through the Media Notice and Internet Banner Advertisements.

2.39 “Released Claims” means, with the exception of claims for personal injury, any and all claims or causes of action, whether known or unknown, that were or could have been asserted in the Action, which arise from Plaintiffs’ allegations that Clif Bar’s labeling, packaging, marketing and/or advertising of Class Products was misleading or deceptive due to the added sugar content of the Class Products. Class Members are releasing claims based only on the identical factual predicate set forth in the Complaint and nothing further.

2.40 “Released Party” or “Released Parties” means Defendant and its parents (including past, current, or future parent companies, whether intermediate or ultimate parents), subsidiaries, divisions, departments, agents, and affiliates, and any and all of its past, present, or future officers, directors, employees, stockholders, agents, successors, attorneys, insurers, representatives, licensees, licensors, subrogees, and assigns including but not limited to third party distributors or sellers of the Class Products, but only with respect to Released Claims.

2.41 “Releasing Party” means Plaintiffs and each Class Member.

2.42 “Request for Exclusion” means the written communication that must be submitted to the Settlement Administrator and postmarked on or before the Opt-Out Date by a Class Member who wishes to be excluded from the Settlement Class. A Request for Exclusion form shall be made available on the Settlement Website where it can also be submitted.

2.43 “Service Award” means any award approved by the Court that is payable to the Class Representatives from the Common Fund.

2.44 “Settlement Administrator” means Postlethwaite & Netterville, APAC, the entity retained by the Parties and approved by the Court to design, consult on, and implement the Class Notice Program for disseminating Class Notice, administer and send the Cash Payment to eligible Claimants, and perform overall administrative functions.

2.45 “Settlement Agreement” or “Settlement” means this Settlement Agreement (including all Exhibits attached to this Settlement).

2.46 “Settlement Costs” means: (i) all Notice and Claim Administration Expenses; (ii) any Fee Award approved by the Court; and (iii) any Service Award approved by the Court.

2.47 “Settlement Website” means the Internet website to be created and maintained for this settlement by the Settlement Administrator to provide information to the public and the Settlement Class about this Settlement Agreement.

2.48 “Short-form Class Notice” means the shortened form of the legal notice of the terms of the proposed Settlement, as approved by the Court, to be distributed according to the Class Notice Program. The Short-form Class Notice shall be substantially in the form of Exhibit 5, or as otherwise modified by the Court.

Capitalized terms used in this Settlement Agreement, but not defined in Section 2, shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

3. CLASS CERTIFICATION AND COMPLAINT

3.1 Stipulation to Class Certification for Settlement Purposes Only. For the purposes of this Settlement Agreement, the Parties stipulate and agree that the Settlement Class should be certified. Such certification is for settlement purposes only, and has no effect for any other purpose. The certification of the Settlement Class shall be binding only with respect to this Settlement Agreement. Defendant consents, solely for purposes of settlement, to the certification of the Settlement Class, to the appointment of Class Counsel, and to the approval of Plaintiffs as suitable representatives of the Settlement Class; provided, however, that if the Court fails to approve this Settlement Agreement or the Settlement Agreement otherwise fails to be consummated, then Defendant shall retain all rights it had, including the right to object to the maintenance of the Action as a class action.

3.2 Preliminary Approval. After executing this Settlement Agreement, Class Counsel and Class Representatives will move the Court for entry of the Preliminary Approval Order. In the Motion for the Preliminary Approval Order, Plaintiffs will request that the Court grant preliminary approval of the proposed Settlement, provisionally certify the Class for settlement purposes and appoint Class Counsel and Class Representatives, approve the proposed forms of Notice, find that the Notice Plan satisfies Due Process and Rule 23 of the Federal Rules of Civil Procedure, and schedule a hearing to determine whether the Settlement should be granted final approval, and whether an application for a Fee Award and Service Awards should be granted.

3.3 Final Approval. A Final Approval Hearing shall be scheduled as soon as practicable, subject to the calendar of the Court, but no sooner than one hundred and thirteen (113) calendar days after the Preliminary Approval Date. If the Court issues the Preliminary Approval Order and all other conditions precedent of the Settlement have been satisfied, no later than fourteen (14) calendar days before the Final Approval Hearing and eighteen (18) calendar days after the Objection Date, Class Counsel and Class Representatives will make a Motion for a Final Approval, seeking an Order that grants final approval of this Settlement Agreement, finally certifies the Settlement Class, authorizes the Settlement Administrator to administer the Settlement benefits to members of the Settlement Class, authorizes the creation of the qualified settlement fund by the Class Administrator to receive payments under this Settlement Agreement, awards a Fee Award and the Service Awards, rules on timely objections to the Settlement Agreement (if any), and authorizes the entry of a final judgment and dismissal of the Action with prejudice.

3.4 Subpoenas to Non-Party Retailers. No later than seven (7) calendar days after the Preliminary Approval Date, unless otherwise ordered by the Court, Class Counsel shall issue subpoenas to Walmart, Target, Kroger, and Amazon (the “Non-Party Retailers”) to obtain Class Member contact information (“Class Member Data”) sufficient to provide direct notice of this Settlement to as many Class Members as practicable. Notwithstanding the timeline limitation set forth in Section 3.3 above, the hearing on the Motion for Final Approval Order and Judgment may be set, or continued as necessary, to allow time for Class Counsel to obtain the Class Member Data. The Class Member Data shall be provided directly to the Settlement Administrator, not to Class Counsel or Defendant’s Counsel, and shall be collected and maintained in compliance with the Northern District of California’s Settlement Administration Data Protection Check List.

3.5 The Parties agree that Clif Bar may submit a motion, brief, or other materials to the Court related to preliminary approval, notice, class certification, attorneys’ fees, expenses, final approval, service awards, claim administration, or objections.

4. SETTLEMENT RELIEF

4.1 Common Fund. As set forth in Section 4.3 below, Clif Bar agrees to establish a Common Fund of Twelve Million Dollars (\$12,000,000), and shall pay such amounts into a qualified settlement fund at the Fund Institution, such fund to be established to meet the requirements applicable to a qualified settlement fund pursuant to Treasury Regulations Section 1.463B, subject to the following limitations and conditions. The Common Fund shall be used to pay all Settlement expenses, including Notice and Other Administrative Costs; Fee Award; Service Awards; and Class Members’ Claims.

4.2 Creation and Administration of Common Fund. The Class Administrator is authorized to establish the Common Fund pursuant to 26 C.F.R. Sections 1.468B-1(c) and (e)(1), to act as the “administrator” of the Common Fund pursuant to 26 C.F.R. Section 1.468B- 2(k)(3), and to undertake all duties as administrator in accordance with the Treasury Regulations promulgated under Section 1.468B of the Internal Revenue Code of 1986. All costs incurred by the Class Administrator operating as administrator of the Common Fund shall be construed as costs of Claims Administration and shall be borne solely by the Common Fund. Interest on the Common Fund shall inure to the benefit of the Class.

4.3 Clif Bar Payments into the Common Fund. Clif Bar shall make payments into the Common Fund in the amounts and by the dates specified in Sections 4.13.2 and 6.4, but in any event, no later than ten (10) bank days after the Effective Date, Clif Bar shall make any additional payments into the Common Fund such that the total payments amount to Twelve Million Dollars (\$12,000,000). This deadline may be extended by mutual consent of the Parties.

4.4 Clif Bar's Maximum Liability Under this Settlement Agreement. In no circumstances shall Clif Bar's total contribution to or liability for the Common Fund exceed Twelve Million Dollars (\$12,000,000.00). Under this Settlement Agreement, the Parties agree that the Common Fund encompasses the full extent of Clif Bar's monetary payments due under this Settlement Agreement. These payments, pursuant to the terms and conditions of this Settlement Agreement, will be in full satisfaction of all Released Claims.

4.5 Return of Common Fund. In the event the Effective Date does not occur because preliminary approval or final approval are denied or reversed on appeal, all amounts paid into the Common Fund, less amounts incurred for the Notice and Other Administrative Costs, shall be returned to Clif Bar, its successor or assigns within ten (10) bank days, and this Action shall revert to the status that existed as of May 26, 2022 except as otherwise ordered by the Court or agreed to by the Parties.

4.6 Injunctive Relief. Beginning no later than twelve (12) months following the Effective Date, and for a period of at least twenty-four (24) months thereafter, Clif Bar will revise the packaging and labels of the original Clif Bars and Clif Kid ZBars, including both the outer box packing and individual bar wrapper. Clif Bar agrees to the following labeling practices, applicable to any Class Product so long as 10% or more of its calories come from added sugars.

4.6.1. The revisions to the product labeling are as follows:

(a) Original Clif Bars: Clif Bar will not use the word "Nutrition" (including "Nutritious").

(b) Clif Kid ZBars: Clif Bar will not use the word "Nutritious," or the phrase "Nourishing Kids in Motion."

4.6.2. The twenty-four (24) months' time period described in Section 4.7 will begin on the date Clif Bar or co-packers on behalf of Clif Bar begin production of product with the revised product packaging (at which time Clif Bar shall give Class Counsel written notice of the commencement of the 24-month period). Clif Bar will be permitted to sell through all existing product and packaging inventory produced before the date of the aforementioned labeling changes, *i.e.*, need not recall or destroy packaging already in the marketplace, in its stock or its customer's stock, or printed.

4.6.3. Clif Bar reserves the right to begin these labeling changes before entry of the Final Approval Order and Judgment. The time periods noted in this Section refer to actual production by Clif Bar (or one or more of the co-packers on behalf of Clif Bar).

4.7 Eligibility for Cash Payment. To be eligible for a Cash Payment, a Class Member must fill out and submit a Claim Form, completed online or in hard copy mailed to the Class

Administrator. A maximum of one Claim Form may be submitted for each household. The Claim made via the Claim Form will proceed through the general steps described in Section 5 below. The Class Administrator shall be responsible for reviewing all Claims to determine their validity. Claims that are not rejected by the Class Administrator shall constitute Approved Claims.

4.8 The Cash Payment. Class Members who submit a timely valid Claim Form will receive a Cash Payment. Cash Payments shall be distributed to Class Members as follows, subject to pro rata increase or decrease as described in Section 4.10:

- a. Class Members, whether or not they provide Proof of Purchase, may receive:
 - i. Five dollars (\$5) if they purchased up to 30 bars;
 - ii. Ten dollars (\$10) if they purchased between 31 and 60 bars; and
 - iii. Fifteen dollars (\$15) if they purchased more than 60 bars.
- b. Class Members who provide Proof of Purchase may receive \$15 for the first 60 bars plus twenty-five cents (\$0.25) for each additional bar up to a maximum recovery of fifty dollars (\$50), (i.e., if there is proof of purchase for 75 bars, that claimant may receive $\$15 + 15 \times \$0.25 = \$18.75$).
- c. For purposes of making claims “bars” are counted individually, whether purchased individually or in multi-packs (i.e., a 12-pack counts as 12 bars). The claim form and/or process will assist Class Members in estimating the number of bars purchased.

4.9 Pro Rata Adjustments. If the total value of all approved Claims either exceeds or falls short of the funds available for distribution to Class Members, then the amounts of the cash payments will be reduced or increased *pro rata*, as necessary, to use all funds available for distribution to Class Members. Any such *pro rata* adjustment will be calculated prior to distribution of funds to any Class Member with an Approved Claim (i.e., will be made in a single distribution).

4.10 Method of Distribution of Cash Payments. The Parties shall work with the Class Administrator to choose one or more manners of payment that are secure, cost-effective, and convenient for Claimants.

4.11 Uncleared Payments: Second Distribution and Cy Pres. Those Class Members whose payments are not cleared within one hundred and twenty (120) calendar days after issuance will become ineligible to receive a Cash Payment and the Class Administrator will have no further obligation to such Class Member to make any Cash Payment from the Common Fund pursuant to this Settlement Agreement or otherwise. Any funds that remain unclaimed or remain unused after the initial distribution will be distributed to Class Members who cashed the initial payment, on a *pro rata* basis, to the extent the cost of such redistribution is considered economical by the Class Administrator, Class Counsel, and Clif Bar. If such redistribution is not considered economical, or if unpaid funds remain after a second distribution, any unpaid funds will be donated in equal shares to the Cy Pres Recipients.

4.12 Taxes on Distribution. Any person who receives a Cash Payment will be solely responsible for any taxes or tax-related expenses owed or incurred by that person by reason of that Cash Payment. Such taxes and tax-related expenses will not be paid from the Common Fund. In no event will Clif Bar, the Class Representatives, Class Counsel, the Class Administrator, or any of the Released Parties, have any responsibility or liability for taxes or tax-related expenses arising in connection with the issuance of Cash Payments or other payments made from the Common Fund to Class Representatives, Settlement Class Members, or any other person or entity.

4.13 Release of the Common Fund

4.13.1. Plaintiffs' Motion for a Fee Award and Service Award shall be filed at least thirty-five (35) days before the deadline for objecting to the Settlement.

4.13.2. Within fourteen (14) days following entry of a Final Approval Order, the Defendant shall pay into the Common Fund, and the Settlement Administrator shall pay to Class Counsel from the Common Fund their Fee Award as awarded by the Court, provided that Class Counsel shall be obligated to return to the Common Fund any fees or expenses if the amount awarded by the Court is reduced prior to the Effective Date.

4.13.3. No later than ten (10) bank days after the Effective Date, calculated assuming there are no appeals, Defendant shall deposit the amount of the Net Fund into the Common Fund.

4.13.4. The Class Administrator shall pay out Approved Claims in accordance with the terms of this Agreement commencing within thirty (30) calendar days after the Effective Date, or as otherwise ordered by the Court.

4.13.5. Within twenty-one (21) days after distribution of the Cash Payment to Claimants, the Parties will cooperate in filing a Post-Distribution Accounting as described in the Northern District's Procedural Guidance for Class Action Settlements and in the Court's Standing Order for Civil Cases.

5. CLAIM FORM SUBMISSION, REVIEW AND PAYMENT

5.1 To be eligible to receive the Cash Payment, Class Members must submit a valid and timely Claim Form. Claim Forms may be submitted either by mail or electronically through the Settlement Website and if submitted by mail must be postmarked or submitted electronically on or before the Claim Deadline.

5.2 Claim Forms will be available for online submission on the Settlement Website, available for download from the Settlement Website, and upon request, will be mailed or emailed to Class Members by the Settlement Administrator. Hard copy Claim Forms may be submitted to the Settlement Administrator by U.S. mail or other regularly maintained mail delivery service.

5.3 The Settlement Administrator shall review Claims to determine if the Claimant has substantially complied with the instructions on the Claim Form and process the Claim accordingly. The Class Administrator shall reject any Claim that does not comply in any material respect with the instructions on the Claim Form or with the terms of this Section; that is submitted after the

Claims Deadline; or that the Class Administrator identifies as fraudulent. The Class Administrator shall apply usual and customary standards and procedures for detecting and invalidating fraudulent claims, and retains sole discretion in accepting or rejecting Claims. For example, where a good faith basis exists, the Class Administrator may reject a Claim Form for, among other reasons: (i) failure to attest to the purchase of the Class Products for personal, family or household use; (ii) failure to provide adequate verification or additional information about the Claim pursuant to a request of the Class Administrator; (iii) failure to fully complete and/or sign the Claim Form; (iv) failure to submit a legible Claim Form; (v) submission of a fraudulent Claim Form; (vi) submission of a Claim Form that is duplicative of another Claim Form; (vii) submission of a Claim Form by a person who is not a member of the Settlement Class; (viii) submission of claims forms that have indicia of fraud, including without limitation, multiple submissions from the same mailing or internet protocol address, or submissions in a method that has previously been deemed fraudulent; (ix) failure to submit a Claim Form by the end of the Claim Period; or (x) failure to otherwise meet the requirements of this Agreement for making a Claim. Unless otherwise ordered by the Court, the Class Administrator shall have no obligation to advise Claimants with invalid claims that their claims have been rejected.

5.4 Failure to provide all information requested in the Claim Form will not automatically result in nonpayment of the Claim. Instead, the Settlement Administrator will take all adequate and customary steps to determine the Class Member's eligibility for payment based on the information contained in the Claim Form, and such other reasonably available information from which eligibility for settlement benefits can be determined.

5.5 The Settlement Administrator's review of Claims will be in accordance with standard fraud detection practices regularly employed by the Settlement Administrator to prevent the approval and payment of Claims that are fraudulent or invalid.

6. ADMINISTRATION AND CLASS NOTICE

6.1 Settlement Administrator

6.1.1. Subject to Court approval, the Parties shall retain Postlethwaite & Netterville, APAC, or another firm approved by the Court, as Settlement Administrator, to help implement the terms of the Settlement Agreement.

6.1.2. The Settlement Administrator will be tasked with conducting matters relating to the administration of this Settlement Agreement, as set forth herein. Those responsibilities include, but are not limited to: (i) arranging for dissemination of the Publication Notice and Direct Notice compliant with Rule 23 and approved by the Court; (ii) mailing or arranging for the mailing, emailing or other distribution of the Class Notice and the Cash Payment to Claimants; (iii) handling returned mail and email not delivered to Class Members; (iv) making any additional mailings required under the terms of this Settlement Agreement; (v) answering written inquiries from Class Members and/or forwarding such inquiries to Class Counsel or their designee; (vi) receiving and maintaining on behalf of the Court and the Parties any Class Member correspondence and Requests for Exclusion from the Settlement; (vii) establishing the Settlement Website that posts the operative complaint, Settlement Agreement, the Class Notice, and other related

documents; (viii) sending notification of any deficiency in any Claim Form to permit a Claimant to cure any such deficiency; (ix) establishing and maintaining a toll-free telephone number that will provide settlement-related information to Class Members; (x) receiving and processing (including monitoring for fraud and validating or rejecting) Class Member Claims and distributing Cash Payments to Class Members; (xi) providing regular updates on the claims status to counsel for all Parties; and (xii) otherwise assisting with administration of the Settlement Agreement.

6.1.3. The contract with the Settlement Administrator shall obligate the Settlement Administrator to abide by the following performance standards: (1) The Settlement Administrator shall accurately and neutrally describe, and shall train and instruct its employees and agents to accurately and objectively describe, the provisions of this Settlement Agreement in communications with Class Members; and (2) The Settlement Administrator shall provide prompt, accurate and objective responses to inquiries from Class Counsel or their designee, Clif Bar and/or Clif Bar's Counsel.

6.2 Class Notice

6.2.1. Class Notice: The Class Notice forms will include a Long-form Class Notice, Postcard Notice, and the Internet Banner Advertisements and Media Notice disseminated in connection with the Publication Notice.

6.2.2. Long-form and Short-form Notice: The Long-form Notice shall be available on the Settlement Website in English and Spanish and shall be available to be sent to Class Members at their request. The Long-form Class Notice shall be substantially in the form of Exhibit 4, or as otherwise modified by the Court. Where Class Notice is being made in printed forms where the Long-form Notice is impracticable, a Short-form Notice substantially in the form of Exhibit 5, or as otherwise modified by the Court, may be used.

6.2.3. Internet Banner Advertisements: The Settlement Administrator will design and implement a geographic and contextual targeting digital and social media campaign that utilizes Internet Banner Advertisements that contain an embedded hyperlink directing Class Members directly to the Claim Form link on the Settlement Website.

6.2.4. Website: The Settlement Website shall be created and maintained by the Settlement Administrator. The Settlement Website shall be available in English and Spanish. The Settlement Website shall be activated no later than the Notice Date and shall remain active until sixty (60) days after the Settlement benefits are distributed to Claimants. The URL of the Settlement Website will be "www.BarsClassAction.com." The Settlement Administrator shall post the Long-form Class Notice, a copy of this Settlement Agreement and its Exhibits, the Preliminary Approval Motion, the Preliminary Approval Order, the operative complaint, the Motion for Final Approval and Motion for Fee Award and Service Award, the Final Approval Order, answers to frequently asked questions, the number for the toll-free hotline maintained by the Settlement Administrator for this Settlement, Settlement-related deadlines, and any other materials or information the Parties agree to

include on the Settlement Website. These documents shall be available on the Settlement Website for as long as the Settlement Website is active.

6.2.5. Class Action Fairness Act Notice: Clif Bar shall work with the Settlement Administrator to comply with all notice requirements imposed by 28 U.S.C. § 1715(b) (“CAFA Notice”). The Class Administrator, on behalf of Clif Bar, will serve notice upon the appropriate officials within ten (10) calendar days after the Parties file the proposed Settlement Agreement with the Court. *See* 28 U.S.C. § 1715(b). The costs of such notice will be paid from the Common Fund.

6.3 Dissemination of Class Notice

6.3.1. Direct Notice: The Email Notice or Postcard Notice (as applicable) shall be sent via email, or for those Class Members for whom an email address is not available but a physical address is available, then via the United States Postal Service, to every Class Member who can be identified in the records of (1) third-party retailers, (2) Clif Bar, or (3) otherwise, including but not limited to Class Members who directly purchased the Class Products from the clifbar.com website or registered a purchase of the Class Products with Clif Bar through any products reward program or otherwise. Clif Bar shall provide the Settlement Administrator with any of the aforementioned Class Member contact information it possesses. Direct Notice will be sent on the Notice Date. To facilitate Notice to the Class Members, Class Counsel shall seek an order from the Court permitting Class Counsel to serve subpoenas on certain Non-Party Retailers as set forth in further detail at Section 3.4 above.

6.3.2. Prior to the Notice Date, the Settlement Administrator shall employ its regular data processing and data cleaning procedures on the records (names/addresses) for the Direct Notice. The Settlement Administrator shall design the Direct Notice (for both delivery by U.S. mail and by email) in such a manner as to enhance the likelihood that it will be opened or viewed by the Class Member. After posting of the Postcard Notice by the Settlement Administrator with the United States Postal Service, for any such mailed notices returned as undeliverable, the Settlement Administrator shall utilize the National Change of Address registry in an attempt to obtain better addresses for such returned mail notices, and should that registry show a more current address, the Settlement Administrator shall send the returned Postcard Notice to the more current address. The Settlement Administrator will promptly resend any Postcard Notice that is returned as undeliverable with a forwarding U.S. mail or email address to such forwarding address.

6.3.3. Media Notice: The Media Notice shall be published no later than the Notice Date, with the Settlement Administrator using accepted reach methodology to reach the Settlement Class.

6.3.4. Website Notice: No later than the Notice Date, the Settlement Administrator will post the Long-form Class Notice on the Settlement Website and shall post the additional documents and information discussed in Section 6.2 above as they become available.

6.3.5. Toll-Free Telephone Number: No later than the Notice Date, the Settlement Administrator shall establish a toll-free telephone number that will provide Settlement-related information to Class Members via interactive voice recording with a live operator option.

6.4 Costs of Class Notice. All costs of providing Class Notice as provided herein, including the costs of identifying Class Members and the costs of emailing, printing, mailing, and publishing all forms of notice in accordance with this Settlement Agreement, shall be paid into the Common Fund by Clif Bar at least seven (7) days prior to the commencement of the Notice Date. The Class Administrator shall provide Clif Bar with the exact dollar amount to be paid by Clif Bar into the Common Fund for such costs at least fourteen (14) days prior to commencement of the notice.

6.5 Costs of Administering Claims. All costs of administering this Settlement Agreement, including all fees of the Class Administrator, the costs of reviewing and processing Claims, and generating and mailing any checks or issuing digital payment as part of this Settlement Agreement, shall be paid from the Common Fund after the Effective Date.

7. OBJECTIONS AND REQUESTS FOR EXCLUSION

7.1 Requests for Exclusion

7.1.1. Any member of the Settlement Class may request to be excluded from the Settlement Class. A Class Member who wishes to opt out of the Class must do so no later than the Opt-Out Date. To opt out, a Class Member must send to the Settlement Administrator a written Request for Exclusion that is postmarked no later than the Opt-Out Date. A Request for Exclusion may also be submitted at the Settlement Website by the Opt-Out Date. The Request for Exclusion must be personally signed by the Class Member and contain a statement that indicates a desire to be excluded from the Settlement Class. No person may opt out of the Settlement Class for any other person or be opted-out by any other person, and no Class Member shall be deemed opted-out of the Settlement Class through any purported “mass” or “class” opt-outs.

7.1.2. Any Class Member who does not submit a timely, written Request for Exclusion shall be bound by all subsequent proceedings, orders and the Final Judgment and Order Approving Settlement in this Action, even if he or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against Defendant asserting the Released Claims.

7.1.3. Any Class Member who properly requests to be excluded from the Settlement Class shall not: (a) be bound by any orders or judgments entered in the Action relating to the Settlement Agreement; (b) be entitled to submit a Claim, or be affected by, the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement Agreement.

7.1.4. The Settlement Administrator shall provide Class Counsel and Defendant’s Counsel with a final list of all timely Requests for Exclusion within three (3) days after the

Opt-Out Date. Clif Bar's Counsel shall file the final list of all timely Requests for Exclusion prior to or at the Final Approval Hearing.

7.2 Objections

7.2.1. Any Class Member who intends to object to the fairness of the Settlement Agreement must do so in writing no later than the Objection Date. The written objection must be filed with the Court and served on Class Counsel and Defendant's Counsel no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, telephone number and if represented by counsel, the name, address, and telephone number of his/her counsel; (c) a statement under oath that the objector is a Class Member; (d) a statement of the objection and the specific grounds supporting the objection; (e) a statement whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (f) copies of any papers, briefs, or other documents upon which the objection is based; and (g) the objector's handwritten, dated signature.

7.2.2. The Parties will have the right, upon an order of the Court, to obtain document discovery from and take the deposition of any Objecting Class Member on topics relevant to the objection. The Parties shall further have the right, either jointly or individually, to respond to any objection, with a written response due the same day as the Motion for Final Approval or as otherwise ordered by the Court.

7.2.3. Absent a showing of good cause, any Class Member who fails to substantially comply with the provisions of Sections 7.1.1-2 above shall waive and forfeit any and all rights he or she may have to appear separately and/or to object and shall be bound by all of the terms of this Settlement Agreement and by all proceedings, orders, and judgments, including, but not limited to, the Release, in the Action.

8. RELEASES

8.1 Upon the Effective Date, each and every Releasing Party shall by order of this Court be deemed to have released, waived, forfeited and shall be permanently barred and enjoined from initiating, asserting, and/or prosecuting any Released Claim against any Released Party in any court or any forum.

8.2 In consideration for the Settlement Agreement, Defendant parents (including past, current, or future parent companies, whether intermediate or ultimate parents), subsidiaries, divisions, departments, agents, and affiliates, and any and all of its past, present, or future officers, directors, employees, stockholders, agents, successors, attorneys, insurers, representatives, licensees, licensors, subrogees, and assigns shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, released Class Counsel and Class Representatives from any and all claims relating to the prosecution of the Action.

To the extent permitted by law, this Settlement Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this

Settlement Agreement, or any other action or claim that arises out of the identical factual predicate or same set of operative facts as this Action.

8.3 The Court shall retain exclusive and continuing venue and jurisdiction over the Parties and the Class Members to interpret and enforce the terms, conditions, and obligations under the Settlement Agreement, and any disputes over such issues shall be brought in this Court.

9. ATTORNEYS' FEES AND EXPENSES AND PLAINTIFF SERVICE AWARDS

9.1 Plaintiffs and/or Class Counsel shall make an application for an award of attorneys' fees and for reimbursement of its reasonable out-of-pocket expenses. The Fee Award will be paid from the Common Fund.

9.2 Plaintiffs and/or Class Counsel will apply for Class Representative Service Awards. Any Court-approved Service Award is in addition to the benefits that the Class Representatives are entitled to receive as members of the Settlement Class. The Court-approved Service Awards will be paid from the Common Fund. The Service Awards shall be paid to the Class Representatives within seven (7) days of the Effective Date.

9.3 Defendant may independently review any application for a Fee Award or Service Award and may in good faith submit objections to such awards.

9.4 The Court's determination of the Fee Award and Service Awards will not affect the remainder of the Settlement.

10. FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT

10.1 This Settlement Agreement is subject to and conditioned upon the issuance by the Court of the Final Judgment and Order Approving Settlement that finally certifies the Class for the purposes of this Settlement, grants final approval of the Settlement Agreement, and provides the relief specified herein. Such Final Judgment and Order Approving Settlement shall be substantially in the form attached hereto as Exhibits 2 and 3.

11. NO ADMISSION OF LIABILITY/FOR SETTLEMENT ONLY

11.1 This Settlement Agreement reflects the compromise and settlement of disputed claims among the Parties and is for settlement purposes only. Neither the fact of, or any provision contained in this Settlement Agreement or its Exhibits, nor any action taken hereunder, shall constitute, be construed as, or be admissible in evidence as an admission of: (a) the validity of any claim or allegation by Plaintiffs, or of any defense asserted by Clif Bar, in the Action or any other action or proceeding; or (b) any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, Defendant, Released Party, or their respective counsel.

11.2 The terms of this Settlement Agreement are not, and should not be construed as, an admission of liability or wrongdoing on the part of Clif Bar.

12. TERMINATION OF THIS SETTLEMENT AGREEMENT

12.1 Any Party may terminate this Settlement Agreement by providing written notice to the other Parties within ten (10) days of any of the following events:

12.1.1. The Court does not enter a Preliminary Approval Order; or

12.1.2. The Court does not enter a Final Judgment and Order Approving Settlement, or if entered, such Final Judgment and Order Approving Settlement is reversed, vacated, or modified in any material respect by another court.

12.2 In the event that this Settlement Agreement terminates for any reason, all Parties shall be restored to their respective positions as of the date of execution of the Settlement Agreement. In no event will Defendant be entitled to recover any funds spent for Notice and Claim Administration Expenses prior to termination of this Settlement Agreement.

13. ADDITIONAL PROVISIONS

13.1 Entire Settlement Agreement: The Settlement Agreement, including all Exhibits, shall constitute the entire Settlement Agreement among the Parties with regard to the Action and shall supersede any previous settlement agreements, terms sheets, representations, communications, and understandings among the Parties with respect to the subject matter of the Settlement Agreement.

13.2 Execution in Counterparts: The Settlement Agreement may be executed by the Parties in one or more counterparts, 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 treated as original signatures and shall be binding.

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

Class Counsel

Jack Fitzgerald

jack@fitzgeraldjoseph.com

Fitzgerald Joseph LLP

2341 Jefferson Street, Suite 200

San Diego, CA 92110

Clif Bar Co-Counsel

David T. Biderman

dbiderman@perkinscoie.com

Perkins Coie LLP

1888 Century Park East, Suite 1700

Los Angeles, California 90067

Tel: 310-788-9900

Clif Bar Co-Counsel

Christopher Van Gundy
cvangundy@sheppardmullin.com
Sheppard, Mullin, Richter & Hampton, LLP
Four Embarcadero Center, Suite 1700
San Francisco, CA 94111

13.4 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 Settlement 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 Settlement Agreement.

13.5 Publicity: To the extent Defendant or Plaintiffs make any public statements regarding the Settlement of this Action, any such statements shall be consistent with the Court-approved documents that comprise this Settlement Agreement or otherwise agreed on by the Parties in writing in advance.

13.6 Binding on Successors: The Settlement Agreement shall be binding upon, may be enforced by, and inure to the benefit of the heirs, successors and/or assigns of the Released Parties.

13.7 Arms-Length Negotiations: The determination of the terms and conditions contained herein and the drafting of the provisions of this Settlement Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel. This Settlement 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 Settlement Agreement, and the Parties agree that the drafting of this Settlement Agreement has been a mutual undertaking.

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

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

13.10 Taxes: No opinion concerning the tax consequences of the Settlement Agreement to any 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 Settlement Agreement as to any Class Member. Each Class Member is responsible for his/her tax reporting and other obligations respecting the Settlement Agreement, if any.

13.11 Modification in Writing: The Settlement Agreement may not be changed, modified, or amended except in writing, signed by one of Class Counsel and one of Clif Bar's Counsel and, if required, approved by the Court. The Parties contemplate that the Exhibits to the

Settlement Agreement may be modified by subsequent agreement of Defendant and Class Counsel so long as the modifications do not alter the substantive terms of the Settlement Agreement or reduce the rights and benefits of Class Members.

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

13.13 Choice of Law: This Settlement Agreement is governed by and shall be construed and enforced in accordance with California, and as applicable, federal law.


13.14 Computation of Time: All deadlines and time periods prescribed in this Settlement Agreement shall be calculated pursuant to Fed. R. Civ. P. 6.

13.15 IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed as of the last date set forth below.

Class Representatives, on behalf of the Class

Dated: 10/31/2023

Ralph Milan

DocuSigned by:

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Dated:


Elizabeth Arnold

Class Counsel

Dated: 10/31/2023

Fitzgerald Joseph, LLP

By: Jack Fitzgerald

DocuSigned by:

568092CC961748B...
Class Counsel

**Mondelēz Global LLC,
Successor in Interest to
Clif Bar and Company**

By: Gustavo Valle

Dated: 10/31/2023

/s/ Gustavo Valle


Executive Vice President North America

Class Representatives, on behalf of the Class

Dated: Ralph Milan

Dated: 10/31/2023

Elizabeth Arnold

DocuSigned by:

B5C131B7B507430...

Class Counsel

Dated: Fitzgerald Joseph, LLP

By: Jack Fitzgerald

Class Counsel

**Mondelēz Global LLC,
Successor in Interest to
Clif Bar and Company**

By: Gustavo Valle

Dated:

Executive Vice President North America