

**IN THE CIRCUIT COURT
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS**

BOBBIE GRAYER., individually and on behalf
of others similarly situated,

Plaintiff,

v.

SARA LEE FROZEN BAKERY, LLC,

Defendant.

No. 2022LA000002

CLASS ACTION SETTLEMENT AGREEMENT

Table of Contents

	<u>Page</u>
I. RECITALS.....	1
II. DEFINITIONS.....	2
III. SETTLEMENT CONSIDERATION.....	6
A. Monetary Relief.....	6
B. Injunctive Relief.....	6
IV. CLAIMS PROCESS AND PAYMENT.....	7
A. Submission of Claims.....	7
B. Review of Claims.....	7
C. Fraudulent Claims	7
D. Incomplete or Inaccurate Claim Forms.....	8
E. Provision of Settlement Benefits	8
V. NOTICE.....	9
A. Forms of Notice.....	9
VI. ADMINISTRATION OF SETTLEMENT.....	10
VII. OBJECTIONS AND OPT-OUTS.....	11
A. Objections	11
B. Requests for Exclusion/Opt-Outs.....	12
C. No Solicitation of Objections or Exclusions.....	12
VIII. FEE AWARD AND CLASS REPRESENTATIVE SERVICE AWARD.....	12
A. Fee Award.....	12
B. Class Representative Service Award.....	13
IX. PRELIMINARY APPROVAL.....	14
A. Motion for Preliminary Approval.....	14
B. Certification of Settlement Class for Settlement Purposes Only.....	14
X. FINAL APPROVAL	14
A. Motion for Final Approval.....	14
B. Final Approval Hearing	15
C. Dismissal of this Action.....	15
XI. RELEASES	15
A. General Release from Liability.....	15
XII. TERMINATION AND EFFECT OF TERMINATION.....	16
XIII. NON-ADMISSION OF FAULT OR LIABILITY.....	17

Table of Contents
(continued)

	<u>Page</u>
XIV. MISCELLANEOUS	17
A. Non-Admissibility	17
B. Reservation of Rights	17
C. Dispute Resolution	17
D. Non-Disparagement	18
E. Authority to Execute	18
F. Signatures	18
G. Assignment of Claims	18
H. Reading and Understanding	18
I. Reliance on Own Judgment	18
J. Governing Law	19
K. Continuing Jurisdiction of the Court	19
L. Entire Agreement	19
M. Joint Preparation	19
N. Recitals	19
O. Captions	19
P. Amendment or Modification	19
Q. Cooperation	20
R. No Waiver	20
S. Parties' Waiver of Right to be Excluded and Object	20
T. Binding Upon Successors	20
U. Severability	20
V. Mutual Interpretation	20

This settlement agreement (“Settlement” or “Settlement Agreement”) is entered into by Plaintiff Bobbie Grayer (“Plaintiff” or “Class Representative”), individually and on behalf of the Settlement Class (defined herein), and by Defendant Sara Lee Frozen Bakery, LLC (“Sara Lee”) (collectively with the Plaintiff, the “Parties”), in the above-captioned action. This Settlement Agreement is intended by the Parties to fully and finally resolve, discharge, and settle the Released Claims, as defined herein, subject to the terms and conditions set forth below, and the approval of the Circuit Court.

I. RECITALS

1. On April 27, 2021, Plaintiff commenced a proposed class action in the Illinois Circuit Court of Cook County, County Department, Chancery Division (Case No. 2021CH02035) (the “Cook County Action”) in connection with Sara Lee’s labeling and marketing of its All Butter Pound Cake (the “Product”).
2. On April 28, 2021, Plaintiff filed a motion for class certification.
3. On October 14, 2021, the Parties participated in a day-long mediation session with Hon. Wayne Andersen (Ret.). The Parties were unable to reach an agreement, but participated in extensive arm’s length settlement negotiations (through Mediator Andersen) in the following weeks.
4. On December 13, 2021, the Parties reached an agreement on the material terms of the Settlement under the auspices of Mediator Andersen and entered into a Memorandum of Understanding.
5. On November 22, 2021, Plaintiff moved to voluntarily dismiss the Cook County Action, which the Court granted on November 23, 2021. On January 4, 2022, Plaintiff filed the above-titled Action in this Court.
6. In the following weeks, the Parties finalized and executed this Settlement Agreement.
7. Weighing the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, Plaintiff and Class Counsel, as defined below, are satisfied that the terms and conditions of this settlement are fair, reasonable, adequate, and in the best interests of the Class.
8. Sara Lee, while continuing to deny all allegations of wrongdoing, and disclaiming all liability with respect to all claims, considers it desirable to resolve the Action on the terms stated herein to avoid further expense, inconvenience, and burden associated with further litigation, and therefore determines that this Settlement Agreement is in Sara Lee’s best interests.
9. NOW, THEREFORE, without any admission or concession of liability or wrongdoing or the lack of merit of any defense whatsoever by Sara Lee, or any admission or concession of the lack of merit of this Action whatsoever by Plaintiff, it is hereby stipulated and agreed by the undersigned, on behalf of Plaintiff, the Settlement Class, and Sara Lee, that the Action and all claims of the Settlement Class be settled, compromised, and dismissed on the merits and with prejudice, subject to Court approval as required by Section 2-807 of the Code of Civil Procedure, 735 ILCS 5/2-807, on the terms and conditions set forth herein and upon the Effective Date, as defined below.
10. Each Party affirms that the Recitals above are true and accurate and are hereby made a part of this Settlement Agreement.

II. DEFINITIONS

As used in this Settlement Agreement and the Exhibits hereto, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth in this Section II. Unless otherwise indicated, defined terms include the plural as well as the singular. The recitals above and definitions stated below are incorporated into this Agreement and made a part of this Agreement as if fully set forth herein.

11. “**Action**” means the above-titled putative class action, captioned *Grayer v. Sara Lee Frozen Bakery, LLC*, No. 2022LA000002, in the Third Judicial Circuit of Madison County, Illinois.
12. “**Agreement**” or “**Settlement Agreement**” means this settlement agreement in its entirety, including any and all of its Exhibits attached hereto and incorporated herein.
13. “**Claim Deadline**” means the date sixty (60) days after the Notice Date, or as otherwise set by the Court, as the deadline for Settlement Class Members to submit Claim Forms.
14. “**Claim Form**” means the document which Settlement Class Members must submit to the Settlement Administrator in order to obtain the Settlement Benefit. Settlement Class Members may complete the Claim Form on the Settlement Website, substantially in the form of **Exhibit 1** hereto, and submit it either electronically or in hard copy to the Settlement Administrator. If using a hard copy of the Claim Form, Settlement Class Members must mail the Claim Form to the Settlement Administrator. The Claim Form may be modified as necessary to comply with the provisions of any order by the Court; any such modifications will immediately be posted to the Settlement Website.
15. “**Claimant**” means a Settlement Class Member who submits a Claim Form.
16. “**Claims Period**” means the period of time a Settlement Class Member has to file a Claim Form and shall begin on the Notice Date and conclude on the Claim Deadline.
17. “**Class Counsel**” or “**Plaintiff Counsel**” means the law firms of Barnow and Associates, PC and Steckler Wayne Cherry & Love PLLC.
18. “**Class Period**” or “**Settlement Class Period**” means the period of time from April 27, 2017 through the date the Preliminary Approval Order is entered.
19. “**Class Representative**” or “**Plaintiff**” means Plaintiff Bobbie Grayer.
20. “**Class Representative Service Award**” means the monetary award, sought by application and approved by the Court, which is payable to the Class Representative for her efforts and diligence in prosecuting this Action on behalf of the Settlement Class.
21. “**Court**” means the Third Judicial Circuit of Madison County, Illinois, the Honorable Sarah Smith presiding.
22. “**Defendant**” or “**Sara Lee**” means Sara Lee Frozen Bakery, LLC.
23. “**Defendant’s Counsel**,” “**Defense Counsel**,” or “**Sara Lee’s Counsel**” means the law firm of Perkins Coie LLP.
24. “**Effective Date**” means the date on which the time to appeal has expired after the Court enters a Final Approval Order and Final Judgment. If an appeal is taken, the Effective Date shall mean the first date all appellate rights with respect to the Final Approval Order and Final Judgment have expired or been exhausted in such a manner as to affirm the Final Approval Order and Final Judgment.

25. “**Fee Application**” means the motion for a Fee Award and Class Representative Service Award, which Plaintiff will file at least thirty-five (35) calendar days before the Final Approval Hearing.
26. “**Fee Award**” means an award of reasonable attorneys’ fees, costs and expenses sought by application and approved by the Court, which is payable to Class Counsel.
27. “**Final Approval**” or “**Final Approval Order**” means the Court’s entry of an Order following the Final Approval Hearing, approving the Settlement pursuant to the terms and conditions of this Settlement Agreement without material change and confirming the certification of the Settlement Class for purposes of this Agreement only.
28. “**Final Approval Hearing**” means the hearing that is to take place after the entry of a Preliminary Approval Order and after the Notice Date for purposes of, *inter alia*, (a) determining whether the Settlement Agreement should be approved as fair, reasonable, adequate; (b) entering the Final Approval Order and Final Judgment and dismissing the Action with prejudice; and (c) ruling upon a Fee Application.
29. “**Final Judgment**” means the Court’s entry of a judgment following the Final Approval Hearing, entering final judgment, dismissing the Action with prejudice, and releasing all claims of Plaintiff and the Settlement Class Members, with the exception of those who submit a timely and valid Request for Exclusion.
30. “**Fraudulent Claims**” means any Claim Form(s) that the Settlement Administrator, in conjunction with the Parties, determines in good faith contain indicia of fraud or deceit, including but not limited to, any attempts to bypass the terms and limitations set out in this Settlement Agreement regarding Claim Forms, Claimants, Settlement Class Members and Settlement Benefits.
31. “**Household**” means the same mailing address, same payment account, or other evidence of sharing a residence.
32. “**Implementation Date**” means the date on which Sara Lee begins to first sell or distribute Product featuring the agreed upon label change in Section III.
33. “**Incomplete or Inaccurate Claim Forms**” means any Claim Form(s) that the Settlement Administrator, in conjunction with the Parties, determines in good faith that contains inaccurate, disqualifying, incomplete or missing information that is required for the Claimant to be considered eligible for the Settlement Benefit provided by this Settlement.
34. “**Long Form Notice**” means notice of the proposed settlement to be provided to Settlement Class Members substantially in the form of **Exhibit 2** hereto. The Long Form Notice shall be published on the Settlement Website. The Long Form Notice may be modified as necessary to comply with the provisions of any order by the Court.
35. “**Motion for Final Approval**” means the unopposed motion that the Plaintiff shall make seeking an entry of the Final Approval Order and Final Judgment by the Court.
36. “**Motion for Preliminary Approval**” means the unopposed motion that the Plaintiff shall make seeking an entry of the Preliminary Approval Order.
37. “**Notice**” means notice of this Settlement Agreement as defined in Section V.
38. “**Notice Date**” means the first date that the Notice Plan commences, as set forth in Section V below.
39. “**Notice of Missing or Inaccurate Information**” means the notice sent by the Settlement Administrator to a Claimant who has submitted a Claim Form with inaccurate, disqualifying, incomplete or missing information that is required for the Claimant to be considered eligible for the Settlement Benefit provided by this Settlement.

40. “**Notice Plan**” means the plan for dissemination of Notice of this Settlement Agreement by the Settlement Administrator in accord with the terms and provisions set forth in Section V below.
41. “**Objection**” means the written communication that a Settlement Class Member must submit to the Court by the Objection/Exclusion Deadline in order to object to the Settlement, as provided for in Section VII below.
42. “**Objection/Exclusion Deadline**” means the date to be set by the Court as the deadline for Settlement Class Members to submit Objections or Requests for Exclusion, and which shall be sixty (60) calendar days after the Notice Date.
43. “**Parties**” means Plaintiff and Sara Lee, collectively, and “**Party**” means either Plaintiff or Sara Lee, individually.
44. “**Person**” means any natural person.
45. “**Preliminary Approval**” or “**Preliminary Approval Order**” shall mean the issuance of an Order by the Court, substantially in the form of **Exhibit 3** hereto, provisionally certifying the Settlement Class, and preliminarily approving, *inter alia*, the terms of this Settlement and authorizing dissemination of Notice to the Class.
46. “**Product**” means the product at issue in this Action, namely Sara Lee All Butter Pound Cake. For purposes of this settlement only, the Product refers to any product manufactured, sold, marketed by, or distributed for Sara Lee which bears the challenged labeling claim “All Butter Pound Cake.”
47. “**Proof of Purchase**” means a receipt, copies of receipts, paid invoices, or other similar types of documentation evidencing the purchase of Product(s) from either Sara Lee, distributor, or authorized retailer by the Settlement Class Member during the Class Period. The legitimacy of the form of proof of purchase submitted shall be determined by the Settlement Administrator in consultation with both Parties.
48. “**Released Claims**” means any claim, cross-claim, liability, right, demand, suit, matter, obligation, damage, restitution, disgorgement, loss or cost, attorneys’ fee, cost or expense, action or cause of action, of every kind and description that the Releasing Party had or has or could have had, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis or on behalf of the general public against any of the Released Parties that are based on, arise out of, could have arisen out of or relate to the allegations or claims in the Action, that the Product was misleadingly promoted, marketed or sold, or that relate to the promotion, labeling and marketing of the Product; that Sara Lee used any unfair methods of competition and unfair or deceptive acts or practices in connection with the marketing or sale of the Products; that Sara Lee was unjustly enriched in connection with the sale of the Products; or that Sara Lee breached any warranty, express or implied, in connection with the marketing or sale of the Products. Excluded from the Released Claims is any claim for alleged bodily injuries arising out of use of the Product.
49. “**Released Parties**” means Sara Lee, and all of its past, present and/or future parents, predecessors, successors, assigns, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and/or future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, representatives, advisors, consultants, brokers, distributors, retailers, wholesalers, subrogees and assigns of any of the foregoing, and representatives of any of the foregoing.

50. **“Releasing Parties”** means the Plaintiff, each Settlement Class Member who does not submit a timely and valid Request for Exclusion, and any Person claiming by or through such Settlement Class Member as his/her spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, devisee, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee, or affiliate.
51. **“Request for Exclusion”** means the written communication that a Settlement Class Member must submit to the Settlement Administrator by the Objection/Exclusion Deadline in order to be excluded from the Settlement as provided for in Section VII below.
52. **“Settlement”** means the settlement embodied in this Agreement.
53. **“Settlement Administrator”** means Kroll Business Services (formerly known as Heffler Claims Group), which will be responsible for, *inter alia*, providing Notice to the Settlement Class and administering the Settlement as provided for in Sections V and VI below.
54. **“Settlement Benefit”** means the monetary payment described in Section III, available to Settlement Class Members who submit a timely and valid Claim Form.
55. **“Settlement Class Members,” “Class Members,” “Class,” or “Settlement Class”** means: All Persons who purchased for personal use and not for resale any Product in the United States during the Class Period. Excluded from the Settlement Class shall be (a) the Court, counsel to the Parties, Mediator Andersen, and their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; (b) any government entity; (c) Sara Lee, any entity in which Sara Lee has a controlling interest, any of Sara Lee’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any member of their immediate family; and (d) all Persons who timely and properly exclude themselves from the Settlement Class.
56. **“Settlement Notice and Administration Costs”** means the costs for providing Notice and administration of the Settlement. Sara Lee shall pay the Settlement Notice and Administration Costs.
57. **“Settlement Website”** means the website to be established by the Settlement Administrator for purpose of providing Notice, Claim Forms, and other information regarding this Settlement Agreement. The Settlement Website will include, *inter alia*, (a) an FAQ section, (b) links to all pertinent documents including, the Settlement Agreement, Long Form Notice, and all other relevant pleadings as agreed by the Parties or as ordered by the Court, (c) the Fee Application and Motions for Preliminary Approval and Final Approval (and orders granting these motions if and when they are issued), (d) a toll-free number, (e) and other pertinent information about the Settlement, including the ability to complete and submit the Claim Form. The Settlement Website will be updated regularly with relevant documents as they become available. The Settlement Website shall be www.xxxxxxxxxxx.com.
58. **“Summary Notice”** means notice of the proposed Settlement published in the Illinois edition of *USA Today*. Summary Notice is to be provided substantially in the forms of **Exhibit 4** hereto, but which may be modified as necessary to comply with the provisions of any order of Preliminary Approval entered by the Court.

III. SETTLEMENT CONSIDERATION

A. Monetary Relief

59. To each Claimant who submits a timely and valid Claim Form, Sara Lee shall pay a monetary Settlement Benefit as follows:
- a. **With Proof of Purchase.** Each Claimant who submits sufficient Proof of Purchase may claim one dollar (\$1.00) per Product purchased during the Class Period, up to twenty (20) purchases, for a maximum potential recovery of twenty dollars (\$20.00) and a minimum benefit of three dollars (\$3.00).
 - b. **Without Proof of Purchase.** Each Claimant who does not submit sufficient Proof of Purchase, or no Proof of Purchase at all, but who submits an attestation of his/her purchase of Product during the Class Period under penalty of perjury, may claim one dollar (\$1.00) per Product purchased during the Class Period, up to five (5) purchases, for a maximum potential recovery of five dollars (\$5.00) and a minimum benefit of three dollars (\$3.00).
 - c. **Maximum Payment of Settlement Benefits.** In no instance shall Sara Lee be required to pay more than one million dollars (\$1,000,000.00) to Settlement Class Members who file valid claims. If the aggregate total monetary value of all valid and timely Claims submitted by Settlement Class Members meets or exceeds one million dollars (\$1,000,000.00), then Sara Lee shall only be responsible for paying one million dollars (\$1,000,000.00), and in this situation, each Settlement Class Member's Settlement Benefit shall be reduced on a pro rata basis.
 - d. Settlement Class Members residing in the same Household who each submit a Claim Form shall only be entitled to a collective maximum payment of five dollars (\$5.00) or twenty dollars (\$20.00) per Household, depending on whether valid Proof of Purchase is submitted. If one or more Settlement Class Members from the same Household submit Claim Forms, the Settlement Administrator shall pay the recovery entitled to from the first submitted valid and timely Claim in the Household.
60. Sara Lee shall pay the monetary relief to the Class separate from, and in addition to, all other payments it is obligated to make under the Settlement (*e.g.*, Settlement Notice and Administration Costs, the Class Representative Service Award, and the Fee Award).

B. Injunctive Relief

61. In consideration of the mutual covenants and promises set forth herein, and subject to this Court's approval, the Parties agree that within two (2) years of the Effective Date, Sara Lee will use commercially reasonable efforts to replace the label and marketing claim "All Butter Pound Cake" to instead state "Butter Pound Cake" or similar language.
62. This injunctive relief contemplated by the Settlement Agreement applies only to Sara Lee and media platforms, advertising, packaging, and websites within its control.
63. To allow for supply chain issues, Sara Lee will not be in violation of the injunction for the distribution or sale of any Product with packaging produced before the Implementation Date but sold or distributed after that date.

IV. CLAIMS PROCESS AND PAYMENT

A. Submission of Claims

64. Subject to the rights and limitations in this Settlement Agreement, every Settlement Class Member shall have the right to submit a claim for the Settlement Benefit.
65. To be eligible to receive the Settlement Benefit under the Settlement Agreement, Settlement Class Members must submit a claim to the Settlement Administrator by either: (a) completing, certifying, and sending the Claim Form to the Settlement Administrator via U.S. Mail or electronic mail; or (b) completing, certifying, and submitting the Claim Form electronically to the Settlement Administrator via the Settlement Website.
66. In order to be timely, the Claim Form must be postmarked or electronically submitted by no later than the Claim Deadline. Claim Forms postmarked or electronically submitted after the Claim Deadline may be denied by the Settlement Administrator, and Sara Lee will not be obligated to make any payment on such claims.
67. In order to be valid, the Claim Form must: (a) be signed in hard copy or electronically by the Settlement Class Member under penalty of perjury; and (b) bear an attestation by the Settlement Class Member that he/she purchased the Product during the Class Period. Claim Forms that do not meet these requirements may be denied by the Settlement Administrator, in consultation as necessary with Sara Lee's Counsel and Class Counsel, and Sara Lee will not be obligated to make any payment on such claims, unless the Parties agree otherwise.
68. Submission of a Claim Form, regardless of whether it is determined to be valid, shall confer no rights or obligations on any Party, any Settlement Class Member, or any other Person, except as expressly provided herein.

B. Review of Claims

69. The Settlement Administrator may track Claim Forms with unique security identifiers or control numbers and take all other necessary and appropriate steps to prevent fraud, waste, abuse, and duplications.
70. The Settlement Administrator shall review all submitted Claim Forms within a reasonable time to determine the validity and timeliness of the Claim, each Settlement Class Member's eligibility for the Settlement Benefit, and the amount of such relief, if any. Copies of submitted Claim Forms shall be provided to Sara Lee's Counsel and to Class Counsel upon request. Settlement Class Members who submit valid and timely Claim Forms shall be entitled to the Settlement Benefit. Settlement Class Members who submit Claims Forms that do not meet the eligibility requirements described herein may not be entitled to such relief.

C. Fraudulent Claims

71. The Settlement Administrator shall use good faith and appropriate procedures to prevent, detect, and reject the payment of Fraudulent Claims and ensure payment of only legitimate claims.
72. Sara Lee will not be obligated to make any payment for any Claim Forms that are initially determined to be valid, but are later discovered to be fraudulent.

D. Incomplete or Inaccurate Claim Forms

73. After receipt of any Claim Forms containing incomplete or inaccurate information, and/or submitted Claims Forms omitting required information, the Settlement Administrator shall send a Notice of Missing or Inaccurate Information explaining what information is missing or inaccurate. In the event of missing or invalid Proof of Purchase, if submitted, the Notice of Missing or Inaccurate Information sent by the Settlement Administrator shall inform the Claimant of his or her ability to convert or resubmit the Claim Form to seek the monetary benefit available without Proof of Purchase.
74. Claimants shall have thirty (30) calendar days from when the Notice of Missing or Inaccurate Information was mailed to reply to the Notice of Missing or Inaccurate Information and provide the required information.
75. If a Claimant fails to respond within thirty (30) calendar days from when the Notice of Missing or Inaccurate Information was mailed or the Settlement Administrator is unable to provide a Notice of Missing or Inaccurate Information as a result of the omitted information, the Settlement Administrator will reject such Claimant's claim, and Sara Lee will not be obligated to make any payment on such claim, unless otherwise agreed by the Parties.
76. The Parties will each have the right to review and contest all claims approved for payment by the Settlement Administrator, including for Fraudulent Claims or Incomplete or Inaccurate Claim Forms. The Settlement Administrator will, however, ultimately be the final decision maker on the validity of any claim. Neither Plaintiff nor Defendant, nor their counsel shall have any liability whatsoever for any act or omission of the Settlement Administrator.

E. Provision of Settlement Benefits

77. Sara Lee shall transmit via wire transfer to the Settlement Administrator the aggregate dollar value of all Settlement Benefits by no later than fourteen (14) calendar days after the Effective Date.
78. The Settlement Administrator shall pay all Settlement Benefits to Settlement Class Members who are eligible and who submit a valid and timely Claim Form thirty (30) calendar days of receiving the funds from Sara Lee.
79. All Settlement Benefits to Settlement Class Members shall be in the form of monetary payments via whichever option the Settlement Class Member elects (either electronic or physical payment). Payment options will be made at the discretion of the Settlement Administrator and approved by the Parties. To assist with claims administration, Settlement Class Members that elect to receive a Settlement Benefit electronically must complete the Claim Form electronically. Class Members completing the Claim Form electronically can alternatively choose a physical payment method. However, Settlement Class Members that complete and mail the physical Claim Form to the Settlement Administrator will only be allowed to choose a physical payment method (as account verification, which cannot be provided through the physical Claim Form, is needed for the electronic payment methods).

V. NOTICE

80. Notice of the Settlement shall conform to all applicable requirements of Section 2-803 of the Code of Civil Procedure, 735 ILCS 5/2-802, the Illinois Constitution (including the Due Process Clause), and any other applicable law, and shall otherwise be in the manner and form approved by the Court. The Notice Plan shall reach at least 75% of the Class. No changes can be made to the Notice Plan without consulting all the Parties and the Settlement Administrator. The Parties agree that any communications to the Settlement Administrator that suggest or propose changes to the Notice Plan shall include all Parties.

A. Forms of Notice

81. Notice of the Settlement to the Class shall be provided according to a plan developed by the Settlement Administrator and approved by the Court. The initial Notice Plan may be developed in consultation with the Parties, but the Settlement Administrator will, however, ultimately be the final decision maker on the appropriate Notice Plan, including any changes to the Notice Plan.
82. Upon Preliminary Approval, Notice of the Settlement to the Class shall be provided according to the following Notice Plan, unless otherwise determined by the Court:
- a. **Settlement Website Notice.** Within fourteen (14) calendar days of Preliminary Approval, the Settlement Administrator shall launch a Settlement Website, which will include, *inter alia*, links to the Long Form Notice, the Summary Notice, this Settlement Agreement and Exhibits, the Claim Form, relevant filings and orders, and information relating to filing a claim, objecting to the Settlement, opting out of the Settlement, other deadlines relating to the Settlement, and instructions on how to access the case docket in person at the Madison County Circuit Court courthouse. The Settlement Website will also provide Class Members with the ability to submit Claim Forms and Requests for Exclusion and to obtain information contained without the Claim Form. The Settlement Website shall be compliant with the Americans with Disabilities Act of 1990.
 - b. **Toll-Free Telephone Support.** Within fourteen (14) calendar days of Preliminary Approval, the Settlement Administrator shall establish a toll-free live telephone support system to provide Settlement Class Members with (a) general information about the Action and Settlement; (b) frequently asked questions and answers; and (c) information relating to filing a Claim, objecting to the Settlement, opting out of the Settlement, and other deadlines relating to the Settlement.
 - c. **Print Publication Notice.** No sooner than thirty (30) calendar days after an order granting Preliminary Approval, the Settlement Administrator will publish the Summary Notice in the Illinois edition of *USA Today* one day a week for a period of four consecutive weeks.
 - d. **Internet Publication Notice.** The Settlement Administrator will purchase Internet banner notice ads, social media ads, and search ads, that will allow access to the Settlement Website through an embedded hyperlink contained within the banner notice ad. This Internet Publication Notice will commence no sooner than thirty (30) calendar days after an order granting Preliminary Approval, and it shall continue for a period of forty-five (45) calendar days.

VI. ADMINISTRATION OF SETTLEMENT

83. All Settlement Notice and Administration Costs shall be paid by Sara Lee on an ongoing basis in the normal course of business. If Notice is provided to the Settlement Class but the Settlement is not finally approved, Sara Lee shall be solely responsible for any notice costs claimed by the Settlement Administrator.
84. The Settlement Administrator shall be responsible for administrative tasks, including, without limitation:
- a. Arranging, as set forth in Section V and in the Preliminary Approval Order, for distribution of Notice of the Settlement (in a form substantially similar to that approved by the Court) and Claims Forms (in a form substantially similar to that approved by the Court) to Settlement Class Members;
 - b. Answering inquiries from Settlement Class Members pertaining to the mechanics of exercising their rights under the Settlement and directing any inquiries from Settlement Class Members pertaining to the substantive terms of the Settlement to Class Counsel;
 - c. Receiving and maintaining correspondence regarding Objections and Requests for Exclusion from the Settlement Agreement;
 - d. Posting notices, Claim Forms, and other related documents on the Settlement Website and otherwise maintaining the Settlement Website;
 - e. Receiving and processing Claim Forms, including sending rejection notices for potential invalid/fraudulent claims;
 - f. Providing prompt updates to Sara Lee's Counsel and Class Counsel regarding the number of Claims, Notice of Missing or Inaccurate Information issued, Requests for Exclusion, and Objections;
 - g. Providing declaration(s) in support of preliminary and final approval as necessary and appropriate;
 - h. Distributing all payments under the Settlement, including payments to Settlement Class Members and the Class Representative Service Award;
 - i. Providing a post-distribution accounting declaration and/or any other declarations regarding compliance with and effectuation of the terms of the Settlement; and
 - j. Otherwise assisting with implementation and administration of the Settlement Agreement terms as the Parties mutually agree or the Court orders the Settlement Administrator to perform.
85. Communications to Settlement Class Members, with regard to Notice of the Settlement or otherwise, shall come through the Settlement Administrator. None of the Parties will release any public statements regarding the Settlement Agreement or its terms, or seek to provide notice outside of the Notice Plan, other than Settlement Administrator's publication of the Class Notice. Notwithstanding the foregoing, the Parties may make such public disclosures about the Action or the Settlement that fairly and accurately describe the Settlement and are agreed to in writing in advance by all Parties. This does not prohibit disclosures about this Settlement to individual accounting, tax or other professionals as may be necessary or otherwise necessary for compliance with federal and state laws.

VII. OBJECTIONS AND OPT-OUTS

A. Objections

86. Settlement Class Members shall have the right to appear and present Objections as to any reason why the terms of this Agreement should not be given Final Approval. Any Objection must be made within the Objection/Exclusion Deadline and must be in writing and filed with the Court, either in person, by mail, or electronically, and served on all Parties.
87. An Objection must be electronically submitted or postmarked no later than the Objection/Exclusion Deadline. The date of the postmark on the envelope, or the electronic date of submission or filing, shall be the exclusive means used to determine whether an Objection has been timely submitted by the Objection/Exclusion Deadline.
88. Any Objection must contain a caption or title that identifies it as “Objection to Class Settlement in *Grayer v. Sara Lee Frozen Bakery, LLC*, No. 2022LA000002” and shall also contain:
 - a. Information sufficient to identify and contact the objecting Settlement Class Member, including name, address, telephone number, and, if available, email address, and if represented by counsel, the foregoing information for his or her counsel;
 - b. Whether the Settlement Class Member, or his or her counsel, intends to appear at the Final Approval Hearing;
 - c. A clear and concise statement of the Settlement Class Member’s Objection, including all bases and legal grounds for the Objection;
 - d. Documents sufficient to establish the person’s standing as a Settlement Class Member, *i.e.*, Proof of Purchase or verification under penalty of perjury as to the person’s purchase of Product during the Class Period;
 - e. An attestation that the Settlement Class Member did not purchase the Product in anticipation of objecting to the Settlement, including that the Settlement Class Member had no knowledge of the Settlement prior to purchase of the Product;
 - f. A list of any other objections submitted by the Settlement Class member, or his or her counsel, to any class actions in any state or federal court in the United States in the previous five (5) years (or affirmatively stating that no such prior objection has been made); and
 - g. The Settlement Class Member’s signature, in addition to the signature of his or her attorney, if any.
89. Plaintiff and Sara Lee shall each have the right to respond to any Objection no later than seven (7) calendar days prior to the Final Approval Hearing. Settlement Class Members who submit a timely and valid Objection shall consent to deposition by either or both of the Parties prior to the Final Approval Hearing.
90. Settlement Class Members who fail to file written Objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement and shall be bound, to the extent allowed by law, by the terms of the Settlement Agreement.

B. Requests for Exclusion/Opt-Outs

91. Any Settlement Class Member who does not wish to participate in this Settlement must submit a Request for Exclusion to the Settlement Administrator by the Objection/Exclusion Deadline, stating a clear intention to be “excluded” from or to “opt out” of the Settlement. The Request for Exclusion must contain the Settlement Class Member’s name, current address, and telephone number. The Request for Exclusion must be signed by the Settlement Class Member, dated, and sent to the Settlement Administrator via the Settlement Website or by hard copy sent via U.S. Mail. A Request for Exclusion must be submitted by the Settlement Class Member individually, and not by a representative on behalf of any group.
92. A Request for Exclusion must be electronically submitted or postmarked no later than the Objection/Exclusion Deadline. The postmarked date of a submission by mail, or the electronic date of submission in the case of a submission via the Settlement Website, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted by the Objection/Exclusion Deadline. Any Settlement Class Member whose request to be excluded from the Settlement Class is approved by the Court will not be bound by this Settlement Agreement nor will he or she have any right to object, appeal, or comment thereon.
93. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Objection/Exclusion Deadline shall be bound, to the extent allowed by law, by all terms of the Settlement Agreement and any Final Approval Order and Final Judgment entered by the Court, regardless of whether they have requested exclusion from the Class.
94. Settlement Class Members who submit a valid and timely Request for Exclusion cannot object to the Settlement. If a Settlement Class Member submits both a valid and timely Request for Exclusion and Objection, the Request for Exclusion shall control.
95. If a Settlement Class member submits both a valid Claim Form and a Request for Exclusion, the Claim Form shall take precedence and be considered valid and binding, and the Request for Exclusion shall be deemed submitted by mistake and rejected.

C. No Solicitation of Objections or Exclusions

96. The Parties and their counsel agree to use their best efforts to carry out this Agreement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage any Person or entity to submit Objections or Requests for Exclusion or to appeal from the Court’s Final Approval Order and Final Judgment.

VIII. FEE AWARD AND CLASS REPRESENTATIVE SERVICE AWARD

A. Fee Award

97. Class Counsel may submit a Fee Application for an award of attorneys’ fees and costs in an amount not to exceed four hundred thousand dollars (\$400,000.00). Class Counsel will file a Fee Application with the Court on or before thirty-five (35) days prior to the Final Approval Hearing in support of their Fee Application for Attorneys’ Fees and Expenses. Sara Lee reserves the right to review and respond to the Fee Application.

98. Any Fee Award ordered by the Court shall be the total obligation of Sara Lee to pay for Plaintiff' attorneys' fees, costs, and/or attorneys' expenses of any kind (including, but not limited to, travel, filing fees, court reporter and videographer expenses, expert fees and costs, notice of pendency costs and expenses, and document review and production costs) related to this Action.
99. Sara Lee shall pay any Fee Award ordered by the Court via wire transfer to Class Counsel not later than thirty (30) calendar days following the date on which the time to appeal the Order granting the Fee Application has expired. If an appeal is taken, Sara Lee shall pay any Fee Award not later than thirty (30) calendar days following the date on which the appeal has concluded and after, if so required, any subsequent proceedings in the Court.
100. Payment by Sara Lee of any Fee Award is separate from, and in addition to, the other relief afforded to the Settlement Class Members in this Agreement.
101. This Settlement is not contingent upon the Court awarding any particular amount in attorneys' fees and costs. The Agreement is valid and binding on the Parties regardless of whether the Court reduces or otherwise modifies Class Counsel's requested Fee Award.
102. Class Counsel, in their sole discretion, shall allocate and distribute the Fee Award.
103. Sara Lee shall pay its own attorneys' fees and costs incurred in this Action.
104. Any appeal that exclusively concerns the award of attorneys' fees, expenses, and/or service awards shall not delay the Effective Date of the Settlement.

B. Class Representative Service Award

105. In recognition of, *inter alia*, the time and effort the Class Representative expended in pursuing this Action and fulfilling her obligations and responsibilities as Class Representative, Class Counsel may petition the Court for a service award to the Class Representative in the amount of two thousand five-hundred dollars (\$2,500.00). The Class Representative will file an Application with the Court on or before thirty-five (35) days prior to the Final Approval Hearing in support of payment in the form of a Class Representative Service Award.
106. The Court's award of any Class Representative Service Award shall be separate from its determination of whether to approve the Settlement as set forth in this Agreement. In the event the Court approves the Settlement but declines to award a Class Representative Service Award in the amount requested by Class Counsel, the Settlement will nevertheless be binding on the Parties.
107. Sara Lee shall pay the Class Representative Service Award by wire transfer to the Settlement Administrator not later than thirty (30) calendar days after the Effective Date. The Settlement Administrator shall pay the Class Representative Service Award to Plaintiff within fourteen (14) calendar days of receiving the funds from Sara Lee. Plaintiff shall be solely and legally responsible to pay all applicable taxes on her Class Representative Service Award, and shall hold harmless Sara Lee and Class Counsel from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Award. Plaintiff shall also furnish to Sara Lee any necessary forms related to this Class Representative Service Award, including but not limited to a W-9 form.

108. Payment by Sara Lee of any Class Representative Service Award is separate from, and in addition to, the other relief afforded to the Settlement Class Members in this Agreement.

IX. PRELIMINARY APPROVAL

A. Motion for Preliminary Approval

109. As soon as reasonably practicable after this Settlement Agreement is fully executed, Plaintiff shall file an unopposed Motion for Preliminary Approval of Class Settlement that seeks entry of the Preliminary Approval Order, which, in accordance with the terms of this Agreement, for settlement purposes would:
- a. Preliminarily approve this Settlement Agreement;
 - b. Provisionally certify a Settlement Class composed of the Settlement Class Members pursuant to Sections 2-801 and 2-802 of the Code of Civil Procedure, 735 ILCS 5/2-801, 5/2-802;
 - c. Approve the Settlement Administrator;
 - d. Approve and authorize the contents of the Notice Plan and distribution of the Notice;
 - e. Appoint Class Counsel as counsel for the Settlement Class;
 - f. Approve and authorize the procedures for submitting Objections and Requests for Exclusion and the binding nature thereof;
 - g. Set deadlines for submitting papers in support of the Motion for Final Approval, the Fee Application, and any responses to timely and valid Objections;
 - h. Schedule the Final Approval Hearing to determine whether Final Approval of the Settlement Agreement is warranted; and
 - i. Stay all activity in the Action except to the extent necessary to effectuate this Agreement unless and until this Agreement is terminated pursuant to its terms and conditions.

B. Certification of Settlement Class for Settlement Purposes Only

110. The Parties agree, for settlement purposes only, that the Settlement Class shall be certified and proceed as a class action under Sections 2-801 through 2-807 of the Code of Civil Procedure, 735 ILCS 5/2-801–5/2-807, with a class consisting of all Settlement Class Members, and with Plaintiff as Class Representative, and with Class Counsel as counsel for the Settlement Class Members.

X. FINAL APPROVAL

A. Motion for Final Approval

111. Thirty-five (35) calendar days before the Final Approval Hearing, Class Counsel shall petition the Court for Final Approval Order and Final Judgment that would:
- a. Confirm the certification of the Settlement Class as defined above;
 - b. Dismiss this Action, with prejudice;
 - c. Release the Released Parties from the Released Claims of the Releasing Parties;

- d. Find that this Agreement is entered into in good faith, is reasonable, fair and adequate, and is in the best interest of the Settlement Class Members;
- e. Retain the Court's continuing and exclusive jurisdiction over the enforcement, interpretation, and applicability of the Settlement and power to enjoin all actions in any jurisdiction against the Released Parties as necessary to preserve the Court's jurisdiction; and
- f. Make such orders as are necessary and appropriate to effectuate the terms and conditions of this Settlement Agreement.

B. Final Approval Hearing

112. The Court shall conduct a Final Approval Hearing so that the Court may review any objections to this Agreement, consider the fairness, reasonableness and adequacy of this Agreement and consider Plaintiff's Motion for Final Approval and Fee Application. The date of the Final Approval Hearing shall be posted on the Settlement Website in advance of the hearing. If the date of the Final Approval Hearing is subsequently modified by the Court, no further notice is required to be published to Settlement Class Members, except that, the Settlement Website will reflect the modified hearing date and the Parties will notify any Settlement Class Member who has filed a timely Objection in writing of any change to the date of the Final Approval Hearing.

C. Dismissal of this Action

113. The Final Approval shall provide that this Action shall be dismissed, with prejudice, upon the Effective Date.

XI. RELEASES

A. General Release from Liability

114. Upon the Effective Date, each of the Plaintiff and each Settlement Class Member who has not validly and timely submitted a Request for Exclusion shall be deemed to release and forever discharge any and all Released Parties of and from liability of any kind or type whatsoever for any and all Released Claims, and shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim(s) against any Released Party in any court or forum. This Agreement shall be the sole and exclusive remedy available to the Releasing Parties for any and all Released Claims against the Released Parties. No Released Party shall be subject to liability or expense of any kind to any Releasing Party with respect to any Released Claim.
115. The Parties agree that they may hereafter discover facts in addition to or different from those they believe to be true with respect to the subject matter of this Agreement. The Parties agree that, notwithstanding the discovery of the existence of any such additional or different facts that, if known, would materially affect its decision to enter into this Agreement, the releases herein given shall be and remain in effect as a full, final and complete general release of the Released Claims and the Parties shall not be entitled to modify or set aside this Agreement, either in whole or in part, by reason thereof. The Parties hereby waive and relinquish, to the fullest extent permitted by law, the rights and

benefits of any statute which might otherwise render unenforceable a release contained in this Agreement.

116. With respect to all Released Claims, the Parties agree that they are expressly waiving and relinquishing to the fullest extent permitted by law (a) the provisions, rights and benefits conferred by Section 1542 of the California Civil Code, which provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY” and (b) any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code.

XII. TERMINATION AND EFFECT OF TERMINATION

117. Each Party shall have the right to terminate this Settlement Agreement if: (a) the Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to **Exhibit 3** hereto); (b) the Court denies final approval of this Settlement Agreement; or (c) the Final Approval Order and Final Judgment do not become final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein. If a Party elects to terminate this Settlement Agreement under this paragraph, that Party must provide written notice to the other Party’s counsel, by hand delivery, mail, or e-mail within fourteen (14) calendar days of the occurrence of the condition permitting termination.
118. If the Settlement is not approved, the Parties shall meet and confer in good faith, in an effort to effectuate the material terms of the Settlement and/or negotiate a different settlement, consistent with the Parties’ desire to resolve this Action. As part of this meet and confer process, the Parties shall contact Mediator Andersen, or another mediator as mutually agreed by the Parties.
119. Nothing shall prevent Plaintiff and/or Sara Lee from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of Final Approval of the Settlement. In the event such appellate proceedings result, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Action with prejudice, and otherwise meeting the substantive criteria of this Agreement for approval of the Settlement, such order shall be treated as a Final Approval Order.
120. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (a) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; and (b) all Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately preceding the execution of this Settlement Agreement and, except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed, except that the Parties shall not seek to recover from one another any attorneys’

fees, costs, and expenses incurred in connection with this Settlement, including any Settlement Notice and Administration costs already incurred by the Settlement Administrator.

XIII. NON-ADMISSION OF FAULT OR LIABILITY

121. This Agreement, whether or not consummated, and any communications exchanged or actions taken pursuant to or during the negotiation of this Agreement are for settlement purposes only. Neither the fact of nor the contents of this Agreement or its exhibits, nor any communications exchanged, nor actions taken, pursuant to or during the negotiation of this Agreement, shall constitute, be construed as, or be admissible in evidence as an admission of the validity of any claim asserted or fact alleged in this Action or of any wrongdoing, fault, violation of law or liability of any kind on the part of Sara Lee.

XIV. MISCELLANEOUS

A. Non-Admissibility

122. This Agreement and all negotiations, correspondence and communications leading up to its execution, shall be deemed to be within the protection of Illinois Rule of Evidence 408 and any analogous state or federal rules or principles. Neither this Agreement, nor any terms, conditions, contents or provisions hereof or exhibits hereto, nor any negotiations, correspondence or communications leading up to the execution of this Agreement, shall constitute a precedent or be admissible for any purpose in any proceeding; provided, however, that this Agreement shall be admissible in any proceeding related to the approval of this Agreement, to enforce any of its terms and conditions, to support or defend this Agreement in an appeal from an order granting or denying Final Approval, to enforce or assert a claim or defense of res judicata, collateral estoppel, claim preclusion, issue preclusion, settlement, release, merger and bar, or any similar claim or defense against the Plaintiff, any Settlement Class Member, or any third party, or in any proceeding involving Sara Lee.

B. Reservation of Rights

123. This Settlement Agreement is made without prejudice to the right of Sara Lee to take any position in its defense of the Action, should this Agreement not be approved or implemented.

C. Dispute Resolution

124. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class Member, or Sara Lee's Counsel, on behalf of Sara Lee, at any time believe that the other Party has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the alleged violation. The Parties shall meet and confer in good faith to resolve the dispute. If the Parties are unable to resolve their differences within twenty (20) calendar days, either Party shall first contact Mediator Andersen to try to resolve the

dispute. If that proves unsuccessful, the Party may file an appropriate motion for enforcement with the Court.

D. Non-Disparagement

125. Class Counsel and Class Representative agree not to disparage or otherwise take any action which could reasonably be expected to adversely affect the reputation of Sara Lee regarding this matter. Sara Lee and its attorneys agree not to disparage or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of Class Counsel and Class Representative regarding this matter.

E. Authority to Execute

126. The Parties warrant and represent that the Persons executing this Agreement are duly authorized to do so.

F. Signatures

127. This Agreement may be executed in one or more counterparts, by facsimile, PDF, electronic mail, or original signature, each of which shall be deemed an original against the Party whose signature is provided, and all of which shall be considered an original and together shall constitute one agreement binding on all Parties. The Parties agree that a facsimile, PDF, or electronic signatures shall be deemed to be as valid and enforceable as original ink signatures. The Parties further agree that they may use DocuSign, an electronic signature technology, to expedite the execution of this Agreement.

G. Assignment of Claims

128. The Parties warrant and represent that no claim or any portion of any claim referenced or released in this Agreement has been sold, assigned, conveyed, or otherwise transferred to any other entity or Person.

H. Reading and Understanding

129. The Parties warrant and represent that they have carefully read this Agreement, have consulted their attorneys regarding this Agreement, and fully understand and voluntarily accept the terms and conditions of this Agreement.

I. Reliance on Own Judgment

130. The Parties warrant and represent that they have relied upon their own judgment and that of their legal counsel regarding the sufficient and agreed upon consideration for this Agreement and that no statement or representation by any of the other Parties or their agents, employees, officers, directors, or legal representatives influenced or induced them to execute this Agreement.

J. Governing Law

131. This Agreement shall be construed under and governed by the laws of the State of Illinois, applied without regard to choice of law principles that may otherwise be applicable.

K. Continuing Jurisdiction of the Court

132. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the resolution embodied in this Agreement and all orders and judgments entered in connection therewith. In granting Final Approval, the Court shall enjoin all actions in any jurisdiction against the Released Parties as is necessary to preserve the Court's jurisdiction.

L. Entire Agreement

133. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject of this Agreement and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of this Agreement.

M. Joint Preparation

134. This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any of the Parties.

N. Recitals

135. The Recitals are a material part of this Agreement and are incorporated herein in their entirety.

O. Captions

136. The captions used in this Agreement are for convenience and identification purposes only, and are not part of this Agreement.

P. Amendment or Modification

137. This Agreement may not be changed, modified, or amended except in writing signed by all Parties (or their successors-in-interest) and approved by the Court. Notwithstanding the foregoing, however, the claims process set forth above may be modified by mutual agreement of the Parties without Court approval and the Parties may agree to reasonable extensions of time in which to accomplish the tasks required by the terms and conditions of this Agreement.

Q. Cooperation

138. The Parties and their counsel agree to cooperate fully with one another and to use their best efforts to effectuate the Settlement, including without limitation in seeking preliminary and final Court approval of the Settlement embodied herein, carrying out the terms of this Settlement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain Final Approval by the Court of the Settlement.

R. No Waiver

139. The waiver of any term or condition or breach of this Agreement shall not be deemed to be a waiver of any other term or condition or breach of this Agreement and shall not be deemed to be a continuing waiver.

S. Parties' Waiver of Right to be Excluded and Object

140. The Parties agree that by signing this Agreement they are bound to these terms. The Parties agree to not object to or appeal from this Agreement or the exhibits attached hereto. Plaintiff further agrees not to request to be excluded from the Class.

T. Binding Upon Successors

141. This Agreement shall be binding upon and inure to the benefit of the Parties hereof and their representatives, heirs, successors, and assigns

U. Severability

142. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, this Agreement shall be rendered null and void and the parties returned to their pre-Settlement positions unless the Parties and their counsel mutually elect by written stipulation to be filed with the Court to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.

V. Mutual Interpretation

143. The Parties agree and stipulate that this Agreement was negotiated at arms' length between parties of equal bargaining power. This Agreement has been drafted jointly by Class Counsel and Sara Lee's Counsel. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties.

APPROVED AND AGREED TO BY THE PLAINTIFF

DocuSigned by:
By Bobbie Grayer
CE299226F19B442...
Bobbie Grayer

Date: 4/19/2022

APPROVED AND AGREED TO BY SARA LEE FROZEN BAKERY, LLC.

By: 
Title: CFO

Date: 4.26.22

APPROVED AS TO FORM BY CLASS COUNSEL

By: _____
Ann E. Callis
Holland Law Firm, LLC

Date: _____

By: _____
Craig Cherry
Steckler Wayne Cherry & Love PLLC

Date: _____

APPROVED AS TO FORM BY COUNSEL FOR SARA LEE FROZEN BAKERY, LLC

By: _____
David T. Biderman
Perkins Coie LLP

Date: _____

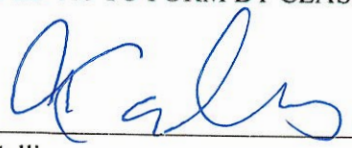
APPROVED AND AGREED TO BY THE PLAINTIFF

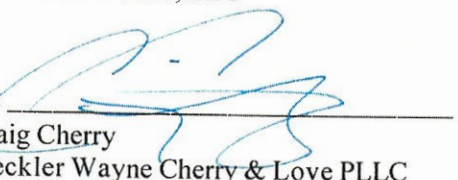
By: _____ Date: _____
Bobbie Grayer

APPROVED AND AGREED TO BY SARA LEE FROZEN BAKERY, LLC.

By: _____ Date: _____
Title: _____

APPROVED AS TO FORM BY CLASS COUNSEL

By:  _____ Date: 4/19/2022
Ann E. Callis
Holland Law Firm, LLC

By:  _____ Date: 4/18/2022
Craig Cherry
Steckler Wayne Cherry & Love PLLC

APPROVED AS TO FORM BY COUNSEL FOR SARA LEE FROZEN BAKERY, LLC

By:  _____ Date: 4/19/2022
David T. Biderman
Perkins Coie LLP