

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

EMILY FRIEND, individually and on behalf)	
of a class of similarly situated individuals,)	
)	Case No. 1:18-cv-07644
<i>Plaintiff,</i>)	
)	Hon. Robert W. Gettleman
v.)	
)	
FGF BRANDS (USA), INC., a Delaware)	
Corporation, and FGF BRANDS, INC., a)	
Canadian corporation.)	
)	
<i>Defendants.</i>)	

CLASS ACTION SETTLEMENT AGREEMENT

Subject to the approval of the Court and pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Settlement Agreement is entered into between Plaintiff Emily Friend (“Plaintiff”), on behalf of herself and the Settlement Class Members (defined below) on the one hand, and Defendants FGF Brands, Inc. and FGF Brands (USA), Inc. (collectively, “Defendants”) on the other. Plaintiff, Defendants, and the Settlement Class Members are referred to collectively in this Settlement Agreement as the “Parties.” Capitalized terms used herein are defined in Section 2 or indicated in parentheses elsewhere in the Settlement Agreement. Subject to Court approval and as provided herein, the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Settlement Agreement and upon the entry by the Court of a Final Judgment and Order Approving Settlement and the occurrence of the Effective Date, this Action shall be settled and compromised upon the terms and conditions as set forth herein.

This Settlement Agreement is intended by the Parties to fully and finally compromise, resolve, discharge, release, and settle the Released Claims, and to dismiss this Action with prejudice, subject to the terms and conditions set forth below and without any admission or

concession as to the merits of any claim or defense by any of the Parties.

1. Recitals

1.01 A class action was filed on November 16, 2018 alleging that Defendants' labeling on its naan bread products is deceptive; specifically, Plaintiff challenged, for example, statements that the naan is "tandoor baked," "tandoor oven baked," "baked in a tandoor oven," and "hand stretched and tandoor oven-baked to honor 2,000 years of tradition." Plaintiff asserted the following claims in the Complaint: Violations of state consumer fraud acts on behalf of the Multi-State Class (Count I); Violations of the Illinois Consumer Fraud and Deceptive Business Practices Act, in the alternative to Count I and on behalf of the Illinois Subclass (Count II); Violations of the Illinois Uniform Deceptive Trade Practices Act on behalf of the Illinois Subclass (Count III); and Fraudulent Concealment against FGF on behalf of the National Class and Illinois Subclass (Count IV).

1.02 Defendants moved to dismiss the action pursuant to Fed. R. Civ. P. 12(b)(6) arguing that Plaintiff failed to state a claim under the consumer fraud laws because the allegedly mislabeled naan products could not plausibly deceive a reasonable consumer; that Plaintiff failed to plead fraud with particularity; that Plaintiff lacked Article III standing to assert claims as to the naan products that she did not purchase; and that the Court lacked personal jurisdiction over Defendants as to the claims that plaintiff brought on behalf of non-Illinois class members.

1.03 On June 12, 2019, Judge Gettleman largely denied Defendants' motion to dismiss and upheld the majority of Plaintiff's claims except for Plaintiff's Claim for violations of the Illinois Uniform Deceptive Trade Practices Act (Count III), which was dismissed.

1.04 Thereafter, the Parties engaged in voluminous and wide-ranging discovery. The Parties each propounded written discovery, made multiple rounds of supplemental responses, filed

and briefed separate motions to compel, and completed the deposition of Plaintiff. The parties also made their respective document productions, including Defendants' production of thousands of pages of documents, and pursued third-party discovery.

1.05 Defendants deny all material allegations asserted by Plaintiff. Defendants specifically dispute that they violated any laws, that their labeling or marketing was deceptive or misleading in any way, and that Plaintiff and potential class members are entitled to any relief. Defendants further contend that Plaintiff's allegations are not amenable to class certification. Nevertheless, given the risks, uncertainties, burden, and expense of continued litigation, Defendants have agreed to settle this litigation on the terms set forth in this Settlement Agreement, subject to Court approval.

1.06 This Settlement Agreement resulted from good faith, arm's-length settlement negotiations, including a fifteen hour Zoom mediation session with JAMS in Chicago, Illinois before retired federal Judge Morton Denlow and multiple follow-up communications. Plaintiff and Defendants submitted detailed mediation statements to Judge Denlow setting forth their respective views as to the merits of the case. Additionally, the parties engaged in substantial discovery prior to the mediation, thus having the benefit of this information for the mediation discussions.

1.07 As used herein, the plural of any defined term includes the singular thereof and vice versa, except where the context requires otherwise.

1.08 Unless otherwise indicated, the term "days" as used herein shall refer to calendar days.

1.09 Terms that are defined in the text of the Agreement, but not defined in Section 2 below, shall have the meaning given those terms in the text.

2. Definitions

2.01 “Action” means the action captioned, *Friend v. FGF Brands (USA), Inc. and FGF Brands, Inc.*, No. 18-cv-07644 (N.D. Ill. 2018).

2.02 “Agreement,” “Settlement,” or “Settlement Agreement” means this Settlement Agreement and each and every exhibit attached hereto.

2.03 “Attorneys’ Fee and Expense Award” means any Court-approved award to Class Counsel as further described in Section 5 and payable from the Net Settlement Fund.

2.04 “Authorized Claimants” are those Settlement Class Members who submit timely and properly completed Claim Forms and are eligible for Cash Awards.

2.05 “Available Cash Award Total” means the amount of money in the Net Settlement Fund available to pay Cash Awards.

2.06 “CAFA Notice” refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

2.07 “Cash Award” means a cash payment by check to a Settlement Class Member payable from the Net Settlement Fund, as provided for in Section 4.

2.08 “Claim Form” means the claim form, or its substantially similar form, attached hereto as **Exhibit A**, as approved by the Court, that Settlement Class Members must complete and submit on or before the Claim Deadline to be eligible for the benefits described herein.

2.09 “Claims Deadline” means 90 days from the Settlement Notice Date.

2.10 “Claims Period” means the 90-day period that begins from the first date notice is given in which time Settlement Class Members may submit a claim.

2.11 “Class Counsel” is Carlson Lynch LLP (with Katrina Carroll as Lead Counsel) and Gordon Law Offices, Ltd.

2.12 “Class Period” means November 16, 2013 (five years preceding the filing of the Complaint in this matter on November 16, 2018) through the date of the entry of the Preliminary Approval Order.

2.13 “Class Representative” means Plaintiff Emily Friend.

2.14 “Court” means the United States District Court for the Northern District of Illinois, and whichever judge is assigned to the case.

2.15 “Defense Counsel” or “Counsel for Defendants” means Kirkland & Ellis LLP (with Diana Torres as Lead Defense Counsel).

2.16 “Effective Date” is defined in Section 11.

2.17 “Fairness Hearing” means the hearing held by the Court to determine whether to finally approve the Settlement set forth in this Settlement Agreement as fair, reasonable, and adequate.

2.18 “Net Settlement Fund” means the Settlement Fund, less the amounts paid for the Notice and Administration Costs, any Attorneys’ Fee and Expense Award, and any Service Award.

2.19 “Notice and Administration Costs” means any and all costs and expenses of notice and administration relating to this Settlement to be paid from the Settlement Fund.

2.20 “Opt-Out and Objection Deadline” means 45 days from the Settlement Notice Date.

2.21 “Other Claimants” means other individuals by whom Class Counsel have been retained regarding the subject matter of this litigation, including and limited to Angelia Flores, Ari Schantz, Barbara Seaman, Hina Bhimani, Michael Cotter, Netiya Shiner, and Timothy Brown.

2.22 “Preliminary Approval Order” means the proposed order to be submitted to the Court in connection with preliminary approval, substantially in the form attached hereto as **Exhibit**

C.

2.23 “Products” means (1) Stonefire Original Naan; (2) Stonefire Roasted Garlic Naan; (3) Stonefire Whole Grain Naan; (4) Stonefire Organic Original Naan; (5) Stonefire Original Mini Naan; (6) Stonefire Ancient Grain Mini Naan; (7) Stonefire Naan Dippers; and (8) any other Naan that Defendants produced that was marketed or sold in the United States and that was represented to the purchaser as Naan baked in a tandoor oven.

2.24 “Release” means the release and discharge, as of the date of the Final Approval Order, by Plaintiff and all Settlement Class Members (and their respective present, former and future administrators, agents, assigns, attorneys, executors, heirs, partners, predecessors-in-interest, and successors), who have not properly and timely excluded themselves from the Settlement Class, of the Released Persons and shall include the agreement and commitment by Plaintiff and all Settlement Class Members to not now or hereafter initiate, maintain, or assert against the Released Persons or any of them any and all Released Claims.

2.25 “Released Claims” means all rights, actions, causes of action, suits, debts, dues, sums of money, accounts, liabilities, losses, obligations, fees, costs, reckonings, bonds, bills, specialties, controversies, agreements, contracts, variances, trespasses, damages, judgments, extensions, executions, claims, and demands whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, hidden or concealed, matured or unmatured, that have been or could have been asserted, by or on behalf of Plaintiff or the Class Members, including, without limitation, any claims, whether individual, class, direct, derivative, representative, legal, equitable, or in any other capacity, in any court, tribunal, or proceeding, arising under federal statutory or common law, state statutory or common law, local statutory or common law, or any law, rule, or regulation, including the law of any jurisdiction outside the United States, that relate to any labeling, marketing, or other claim that was, or could have been,

alleged in the Litigation to be false, deceptive, misleading, or non-compliant with federal or state laws. The Released Claims shall extend to unknown claims pursuant to California Civil Code Section 1542, which shall be recited in the release, and like authorities from other states. “Released Claims” do not include personal injury claims regarding the Products.

2.26 “Released Persons” means Defendants, and each and all of their predecessors-in-interest, successors, and assigns; and their former, present, and future direct and indirect subsidiaries, divisions, parents, owners, successors, and affiliated companies; and each and all of their former, present, and future managers, officers, executives, directors, shareholders, partners, employees, agents, representatives, suppliers, resellers, retailers, wholesalers, distributors, customers, insurers, assigns, servants, attorneys, assignees, heirs, executors, and administrators, whether specifically named and whether or not participating in the settlement by payment or otherwise.

2.27 “Releasing Persons” means Plaintiff and all Settlement Class Members, and their respective present, former, and future administrators, agents, assigns, executors, heirs, predecessors-in-interest, and successors of Plaintiff and Settlement Class Members.

2.28 “Request for Exclusion” means the written request by a Settlement Class Member to opt out of the Settlement as provided for in Section 9.

2.29 “Service Award” means any award to Plaintiff, in her capacity as Class Representative, sought by application by Plaintiff and approved by the Court, which may be payable to Plaintiff from the Net Settlement Fund.

2.30 “Settlement Administrator” means KCC, an independent, reputable, and competent professional service company selected by Class Counsel and approved by Defense Counsel which will administer the Class Notice, maintain the Settlement Website, administer the Settlement in

accordance with this Settlement Agreement, including administering any payments to Authorized Claimants, and engage in any other tasks directed by the Court, Class Counsel, or Defense Counsel.

2.31 “Settlement Class” means all purchasers of the Products, from November 16, 2013 through the date the Court enters an order preliminarily approving the Settlement Agreement. Specifically excluded from the Settlement Class are: Defendants and their affiliates, employees, officers, directors, agents, representatives and their immediate family members; and class counsel, the judge and the magistrate judge who have presided over the Action, and their immediate family members.

2.32 “Settlement Class Members” means those persons who are members of the Settlement Class who do not timely submit a Request for Exclusion pursuant to Section 9.

2.33 “Settlement Class Notice Program” means the process devised by the Parties and the Settlement Administrator, and approved by the Court, for notifying the Settlement Class of the Settlement.

2.34 “Settlement Fund” means the total commitment of Defendants for purposes of this settlement, in the form of a non-reversionary cash fund in the amount of \$1,895,000.00 (One Million, Eight Hundred and Ninety-Five Thousand Dollars and Zero Cents), as described in Section 4.

2.35 “Settlement Notice Date” means 28 days after an Order Granting Preliminary Approval is entered.

2.36 “Settlement Website” means the Internet website created, maintained and operated by the Claims Administrator which will contain relevant documents and information about the Settlement.

2.37 “Valid Claim” means a completed Claim Form that is timely submitted by a

Settlement Class Member and complies with the requirements more fully described in Section 7.

3. All Parties Recommend Approval of the Settlement

3.01 Defendants' Position on the Conditional Certification of Settlement Class.

Defendants dispute that any class could be certified for litigation purposes in this Action. However, solely for purposes of avoiding the expense and inconvenience of further litigation, Defendants do not oppose the certification for settlement purposes only of the Settlement Class. Preliminary certification of the Settlement Class will not be construed or deemed a concession by Defendants or a finding by the Court that certification of any litigation class is appropriate, and Plaintiff agrees not to argue in any future proceedings that the Settlement Agreement is in any way a concession by Defendants that certification of any litigation class is appropriate. Nor are Defendants precluded from challenging class certification in further proceedings in this Action or in any other action if the Settlement Agreement is not finalized or finally approved. If the Settlement Agreement is not finally approved by the Court for any reason whatsoever, the certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in this Action. No agreements made by or entered into by Defendants in connection with the Settlement Agreement may be used by Plaintiff, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in this Action or any other judicial proceeding. In addition, and as explained further in Section 14, notwithstanding and without conceding anything as a result of this Settlement, Defendants dispute Plaintiff's Action on the merits and deny any liability or wrongdoing whatsoever.

3.02 Plaintiff's Belief in the Merits of Case. Plaintiff and Class Counsel believe that the claims asserted in this Action have merit and that the evidence developed to date supports those

claims. This Settlement will in no event be construed or deemed to be evidence of or an admission or concession on the part of Plaintiff that there is any infirmity in the claims asserted by Plaintiff, or that there is any merit whatsoever to any of the contentions and defenses that Defendants have asserted.

3.03 Plaintiff Recognizes the Benefits of Settlement. Plaintiff and Class Counsel recognize and acknowledge, however, the expense and amount of time that would be required to continue to pursue this Action against Defendants, as well as the uncertainty, risk, and difficulties of proof inherent in prosecuting such claims on behalf of the Class. Plaintiff and Class Counsel have concluded that it is desirable that this Action and any Released Claims be fully and finally settled and released as set forth in this Settlement. Plaintiff and Class Counsel believe that this Settlement Agreement confers substantial benefits upon the Class; is fair, reasonable, and adequate; and is in the best interests of the Class to settle as described herein. Plaintiff further acknowledges that there are no issues with the quality of Defendants' Products.

4. Monetary Consideration to the Settlement Class

4.01 Settlement Payment. Pursuant to the terms and conditions set forth below, Defendants shall contribute \$1,895,000.00 (One Million, Eight Hundred and Ninety-Five Thousand Dollars and Zero Cents) to create the Settlement Fund for the benefit of Settlement Class Members, which will be used to pay all Court-approved Settlement costs, including without limitation the Cash Awards, Notice and Administrative Costs, any Attorneys' Fee and Expense Award, and any Service Award, and will be in full satisfaction of Defendants' total financial commitment under this Settlement and Settlement Agreement. In no event shall Defendants be obligated to contribute any monies in excess of \$1,895,000 for purposes of this Settlement. Additionally, regardless of the number of Valid Claims submitted, no portion of the Settlement

Fund or Available Cash Award Total shall be returned or refunded to Defendants, unless the Settlement is terminated pursuant to Section 13 below.

4.02 Settlement Relief. An Authorized Claimant will be entitled to receive a payment of \$2.50 from the Settlement Fund for each Product the Authorized Claimant purchased during the Class Period. No additional proof of purchase will be required beyond a timely and properly submitted Claim Form, provided such claim includes an attestation to the purchase or purchases under penalty of perjury. Class members without proof of purchase will only be permitted to make claims for a maximum of five (5) Products. Class members who have proof of their purchases will be permitted to make claims for as many Products for which they have proof of purchase. Each household may only submit one Claim Form.

4.03 Pro Rata Adjustment. Subject to the terms of this Agreement, Class Members will receive a pro rata adjustment upward or downward depending on the number of Valid Claims submitted, and the amount that remains in the Settlement Fund after payment of any Court-approved Notice and Administration Costs, Attorneys' Fee and Expense Award, and Plaintiff's Service Award.

4.04 While Defendants contend no change of labeling has been necessary to comply with any applicable laws, Defendants' Product labeling currently states that the Products are "baked in our patented tandoor tunnel oven". Plaintiff agrees that no further labeling changes are necessary.

4.05 Defendants shall wire transfer into the Settlement Fund within 45 days of the Court's entry of the Preliminary Approval Order the amount of \$1,895,000.00 (One Million, Eight Hundred and Ninety-Five Thousand Dollars and Zero Cents). The Settlement Fund shall be maintained in an interest-bearing account by an escrow agent to be selected by Plaintiff's counsel and approved by Defense Counsel.

4.06 The Settlement Fund shall be used to pay in full and in the following order, subject to the Court's approval: (a) any necessary taxes and tax expenses; (b) all costs associated with the Settlement Administrator, including costs of providing Notice to Settlement Class Members, processing Claims, and all costs relating to providing necessary notices in accordance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1715 *et seq.*; (c) any Attorneys' Fee and Expense Award approved by the Court for Class Counsel; (d) any Service Award approved by the Court for Plaintiff; and (e) any payments to Authorized Claimants as allowed by this Settlement Agreement and approved by the Court. The Settlement Fund represents the limit and extent of Defendants' monetary obligations under this Settlement Agreement.

4.07 The Settlement Administrator shall send correspondence to any Settlement Class Member who completes a Claim Form but is not an Authorized Claimant, explaining rejection of his or her claim no later than fifteen (15) days after the Claims Deadline. If any claimant whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, the claimant must within ten (10) business days from receipt of the rejection, transmit to the Settlement Administrator by e-mail or U.S. mail a notice and statement of reasons indicating the claimant's grounds for contesting the rejection, along with any supporting documentation, and the Settlement Administrator will consult with Class Counsel and Defense Counsel regarding authorization of a Cash Award pursuant to the procedure set forth in Section 7.05.

4.08 The Settlement Administrator will send payment directly to the Authorized Claimant within thirty (30) calendar days after the Effective Date. The Settlement Administrator will process direct credit or payment via physical check, PayPal, Venmo, Amazon, or electronic Automated Clearing House ("ACH") transactions.

4.09 All payments issued to Settlement Class Members via check will state on the face

of the check that the check will expire and become null and void unless cashed within 180 days of the date of issuance. To the extent that a check issued to a Settlement Class Member is not cashed within 180 days after the date of issuance, the check will be void, and the uncashed funds shall be distributed to the Greater Chicago Food Depository (information available at <https://www.chicagosfoodbank.org/>). Under no circumstances shall any amount of the Settlement Fund revert back to Defendants.

5. Attorneys' Fees, Costs, and Service Award to Class Representative

5.01 Service Award Payment to Class Representative. Class Counsel may petition the Court for an order permitting a Service Award of up to \$7,500 to be paid from the Settlement Fund to Plaintiff. Any Service Award approved by the Court shall be paid from the Settlement Fund within ten (10) days after the Effective Date.

5.02 Other Agreements. Class Counsel were retained by additional, non-named Plaintiffs Angelia Flores, Ari Schantz, Barbara Seaman, Hina Bhimani, Michael Cotter, Netiya Shiner, and Timothy Brown ("Other Claimants") regarding the subject matter of the Litigation. The claims of the Other Claimants have been resolved by separate agreements with Defendants and their claims have been fully released.

5.03 Attorneys' Fees and Costs. Class Counsel will make an application to the Court for an award of reasonable attorneys' fees, not to exceed 33.33% of the Settlement Fund, plus reasonable expenses incurred in the Action, which, if approved by the Court, shall be payable from the Settlement Fund and shall constitute the sole payment for Class Counsel or any attorney in any way representing Plaintiff in connection with this Action or this Settlement. Class Counsel shall have the sole and absolute discretion to allocate and distribute the Attorneys' Fee and Expense Award among Class Counsel and any other attorney that has represented Plaintiff in connection

with this Action. The Court shall determine the amount of any Attorneys' Fee and Expense Award. The Attorneys' Fee and Expense Award shall be paid out of the Settlement Fund within fourteen days following the Effective Date, unless Class Counsel petitions for and the Court approves payment of the Attorneys' Fee and Expense Award prior to the Effective Date, but under no circumstances will the Attorneys' Fee and Expense Award be paid earlier than the date the Court enters the Final Approval Order. If the Court permits payment prior to the Effective Date, then such payment will only be made upon Class Counsel's execution of the Stipulation Regarding Attorneys' Fees and Costs (the "Fee Stipulation") attached hereto as Exhibit ___. Notwithstanding the foregoing, if the Final Approval Order or any part of it is vacated, overturned, reversed, or rendered void or unenforceable as a result of an appeal, or the Settlement is voided, rescinded, or otherwise terminated for any other reason, then Class Counsel shall, within fourteen (14) days, repay to Defendants the full amount of the attorneys' fees and costs paid to Class Counsel, plus accrued interest at a rate of 2.5% per annum. In such event, the following persons shall be jointly and severally liable for the return of such payments: (a) Carlson Lynch LLP and any other Class Counsel seeking fees, and (b) any individual lawyers seeking fees who are or were affiliated with such Class Counsel and are eligible for fees.

5.04 Settlement Independent of Award of Fees, Costs, and Service Awards. The payments set forth in this Section 5 are subject to and dependent upon the Court's approval of the Settlement as fair, reasonable, adequate, and as in the best interests of Settlement Class Members; however, the Settlement is not dependent or conditioned upon the Court approving Plaintiff's and Class Counsel's requests for such payments or awarding the particular amounts they seek. In the event the Court declines the requests or awards less than the amounts sought, the Settlement will continue to be effective and enforceable by the Parties.

6. Preliminary Approval

6.01 Preliminary Approval Order. Following the execution of this Agreement, Plaintiff, with the consent of Defendants, will request that the Court enter a Preliminary Approval Order (substantially in the form attached hereto as **Exhibit C**):

- a.** Preliminarily approving this Settlement Agreement.
- b.** Preliminarily certifying the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.
- c.** Preliminarily finding that the proposed Settlement is fair, reasonable and adequate to warrant providing notice to the Settlement Class, which notice will: (i) provide a short, plain description of the Action and describe the essential terms of the Settlement; (ii) disclose Class Counsel's intention to file an application with the Court for a Service Award to the Class Representative; (iii) provide information regarding the application for an Attorneys' Fee and Expense Award that Class Counsel intend to file with the Court; (iv) indicate the time and place of the Fairness Hearing to consider final approval of the Settlement, the method for objection to and/or opting out of the Settlement, and inform Settlement Class Members that if they do not object or opt out, they may be entitled to relief under the proposed Settlement; (v) describe the proposed settlement relief and explain the procedures for allocating and distributing the Settlement Fund; and (vi) prominently display contact information for the Settlement Administrator and the procedure for making inquiries.
- d.** Scheduling a Fairness Hearing on final approval of the Settlement to consider its fairness, reasonableness, and adequacy; whether it should be finally approved by the Court; and to determine the reasonableness of the requested Attorneys' Fee and

Expense Award and Service Award.

e. Appointing the Settlement Administrator.

f. Approving the Class Notice and directing the Settlement Administrator to disseminate the Class Notice in accordance with the Settlement Class Notice Program.

g. Finding that the Settlement Class Notice Program: (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and of their right to object to or to exclude themselves from the proposed settlement; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) meets all requirements of applicable law.

h. Requiring the Settlement Administrator to file proof of compliance with the Settlement Class Notice Program no later than fourteen (14) days before the Fairness Hearing.

i. Approving the Claim Form and setting a Claim Deadline.

j. Requiring any member of the Settlement Class who wishes to exclude himself or herself from the Settlement Class to submit an appropriate, timely Request for Exclusion, postmarked or submitted electronically no later than the Opt-Out and Objection Deadline in strict compliance with the provisions of the Settlement Agreement, or as the Court may otherwise direct, to the Settlement Administrator at the address on the Class Notice.

k. Ordering that any member of the Settlement Class who does not submit a timely, written Request for Exclusion from the Settlement Class (i.e., becomes an Opt-Out) will be bound by all proceedings, orders, and judgments in the Litigation, even if such

Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

l. Requiring any Settlement Class Member who does not become an Opt-Out and who wishes to object to the fairness, reasonableness, or adequacy of this Settlement or Settlement Agreement to timely file with the Court and serve on Class Counsel and Defense Counsel no later than the Opt-Out and Objection Deadline, a statement of the objection signed by the Settlement Class Member containing all of the information required in Section 9.03.

m. Ordering that papers in support of the final approval of the Settlement, including responses to objections, shall be filed with the Court no later than fourteen (14) Days prior to the Fairness Hearing.

n. Specifying that any Settlement Class Member who does not file a timely written objection to the Settlement or who fails to otherwise strictly comply with the applicable requirements shall be forever and completely foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise.

o. Requiring that any attorney hired or retained by, or who otherwise provided legal assistance to, a Settlement Class Member for the purpose of objecting to the proposed Settlement, the Attorneys' Fee and Expense Award or the Service Award and who intends to make an appearance at the Fairness Hearing to provide to the Settlement Administrator (who shall forward it to Class Counsel and Defense Counsel) and to file with the Clerk of the Court a notice of intention to appear no later than the Opt-Out and Objection Deadline or as the Court may otherwise direct.

p. Requiring that any Settlement Class Member who files and serves a written

objection and who intends to make an appearance at the Fairness Hearing shall so state in their objection papers or as the Court otherwise may direct.

q. Directing that Class Counsel shall file any applications for an Attorneys' Fee and Expense Award and Service Award at least fourteen (14) Days prior to the Fairness Hearing.

r. Ordering the Settlement Administrator to provide the Opt-Out List to Class Counsel and Defense Counsel no later than seven (7) Days after the Opt-Out and Objection Deadline and to provide Class Counsel with an affidavit attesting to the completeness and accuracy of the Opt-Out List to be filed no later than fourteen (14) Days before the Fairness Hearing.

s. Preliminarily enjoining all members of the Settlement Class unless and until they have timely and properly excluded themselves from the Settlement Class from (i) filing, commencing, prosecuting, intervening in, or participating as plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the Released Claims; (ii) filing, commencing, participating in, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the Released Claims; and (iii) attempting to effect Opt-Outs of a class of individuals in any lawsuit or administrative,

regulatory, arbitration, or other proceeding based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the Released Claims. Any Person who knowingly violates such injunction shall pay the attorneys' fees and costs incurred by Defendant, any other Released Person, and Class Counsel as a result of the violation. This Settlement Agreement is not intended to prevent members of the Settlement Class from participating in any action or investigation initiated by a state or federal agency.

t. Containing any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

7. Administration

7.01 Settlement Administrator. The Settlement Administrator will be responsible for effectuating the Settlement Class Notice Program, setting up and maintaining the Settlement Website and toll-free telephone number, fielding inquiries about the Settlement, processing claims, acting as a liaison between Settlement Class Members and the Parties regarding claims information, approving claims, rejecting any Claim Form where there is evidence of fraud (as determined by the Claims Administrator under policies and procedures developed by the Claims Administrator and approved by the Parties), directing the distribution of awards to Settlement Class Members, and any other tasks reasonably required to effectuate the foregoing. The Settlement Administrator will provide periodic updates on the claims status to counsel for all Parties.

7.02 General Claims Administration and Review of Claims. The Settlement Administrator shall be responsible for reviewing and administering all Claims to determine their validity. The Settlement Administrator shall reject any Claim that does not comply in any material

respect with the instructions on the Claim Form or the terms of the Settlement, or is submitted after the Claims Deadline.

7.03 Claims Process. The Settlement Administrator shall retain copies of all Claims submitted, all documentation of Claims approved or denied, and all Settlement Payments made. The Settlement Administrator agrees to be subject to the direction and authority of the Court with respect to the administration of the Settlement and the payment of Settlement Funds to Authorized Claimants pursuant to the terms of this Settlement Agreement.

7.04 Claim Forms may be completed and submitted by U.S. mail or online at the Settlement Website.

7.05 Conditions for Claim. To make a Valid Claim, Settlement Class Members must submit their Claim Forms by the Claim Deadline. The Settlement Administrator shall be responsible for reviewing all claims to determine their validity.

a. The Settlement Administrator will notify claimants who submit an incomplete or incorrect Claim Form of any deficiency, including an incorrect telephone number, and provide them the opportunity to submit a corrected form. Following such opportunity to submit a corrected Claim Form, any claim that is not timely submitted and substantially in compliance with the instructions on the Claim Form or the terms of this Settlement Agreement, or is received or submitted electronically after the Claim Deadline shall be rejected and deemed a nullity.

b. Following the Claim Deadline, the Settlement Administrator shall provide a report of any rejected claims to the Parties, who shall meet and confer and attempt, in good faith, to resolve any dispute regarding the rejected claim. Following their meet and confer, the Parties will provide the Settlement Administrator with their positions regarding

the rejected claim. The Settlement Administrator, after considering the positions of the Parties and, if appropriate, seeking any additional information from the Settlement Class Member, will make the final decision in its sole discretion.

c. At any time during the claims process, if the Settlement Administrator has a reasonable suspicion of fraud, the Settlement Administrator shall immediately notify both Class Counsel and Defense Counsel. Class Counsel and Defense Counsel shall endeavor to reach an agreed-upon solution to any suspected fraud and, if necessary, the Parties may suspend the claims process and promptly seek assistance from the Court.

d. The Claim Forms and Class Notices shall be in the substantially similar form and substance attached hereto as **Exhibits A and B**, respectively.

8. Notice.

8.01 Costs of Notice and Administration. The Settlement Fund will be used to pay the cost of class notice and claims administration in the amount of up to \$500,000.00, unless otherwise ordered by the Court.

8.02 Class Notice. The Settlement Administrator will design and conduct a nationwide publication website-based notice program which will fully satisfy the requirements of due process. The nationwide publication website-based notice program will be initiated on the Settlement Notice Date and, except as otherwise stated in this section, the media-based delivery of the Settlement Class Notice Program will be completed within 30 days of the Settlement Notice Date.

8.03 Settlement Website. The Settlement Administrator will maintain and administer a dedicated Settlement Website (for example, www.naanbreadsettlement.com or a similar URL to be approved by the Parties) containing class information and related documents, along with information necessary to file a claim, and an electronic version of the Claim Form that Settlement

Class Members may download, complete, and submit electronically. At a minimum, such documents will include the Settlement Agreement and attached exhibits, a downloadable Claim Form for anyone wanting to print a hard copy and mail in the Claim Form, and when filed, briefing on Class Counsel's motion for Attorneys' Fee and Expense Awards, briefing on Plaintiff's motion for Service Awards, the Preliminary Approval Order, and the Final Approval Order. The Settlement Website will launch on the Settlement Notice Date and will be taken down and rendered inaccessible 60 days after the Effective Date.

8.04 Toll-Free Telephone Number. By the Settlement Notice Date, the Settlement Administrator will set up a toll-free telephone number for receiving toll-free calls related to the Settlement. That telephone number will be maintained until 30 days after the Claims Deadline. After that time, and until 60 days after the Effective Date, a recording will advise any caller to the toll-free telephone number that the Claims Deadline has passed and that details regarding the Settlement may be reviewed on the Settlement Website.

8.05 Notice to State and Federal Officials. In compliance with the Attorney General notification provision of the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, within ten (10) days after the Motion for Preliminary Approval is filed, the Settlement Administrator shall cause notice of this proposed Settlement to be served on the Attorney General of the United States and the Attorneys General of each State or territory. The Settlement Administrator shall file with the Court a certification stating the date(s) upon which such CAFA notices were sent.

8.06 Declaration of Compliance. Within five (5) calendar days after the Claims Deadline, the Settlement Administrator shall provide the Settling Parties with a declaration attesting to completion of the notice process set forth in this Section.

9. Opt-Outs and Objections

9.01 Opting Out of the Settlement. Any Settlement Class Member who does not wish to participate in the Settlement must submit a Request for Exclusion to the Settlement Administrator stating his or her intention to be “excluded” from 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 either (a) personally signed by the Settlement Class Member and dated, mailed, and postmarked to the Settlement Administrator on or before the Opt-Out and Objection Deadline, or (b) electronically signed by the Settlement Class Member and submitted to the Settlement Administrator through the Settlement Website on or before the Opt-Out and Objection Deadline. Multiple, so-called “mass” or “class,” opt-outs shall not be allowed. The date of the postmark on the return mailing envelope or date of online submission through the Settlement Website shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member whose Request for Exclusion from the Settlement Class is approved by the Court will not be bound by the Settlement and will have no right to object, appeal, or comment thereon.

9.02 Reporting of Opt-Outs. The Claims Administrator will provide the Parties with copies of all Requests for Exclusion it receives and will provide a list of each Settlement Class Member who timely and validly opted out of the Settlement in its declaration filed with the Court, as required by Section 9.01.

9.03 Objections. Any Settlement Class Member who wishes to object to the Settlement must file a written Objection with the Court no later than the Opt-Out and Objection Deadline. The Settlement Class Member must also serve a copy of the Objection via first-class U.S. mail on Class Counsel and Defense Counsel. The Objection must include: (a) a reference, in

its first sentence, to the Litigation, *Friend v. FGF et al.*, Case No. 1:18-cv-07644 (N.D. Ill. 2018); (b) the Objector's full legal name, residential address, telephone number, and email address (and, if objecting through counsel, the Objector's lawyer's name, business address, telephone number, and email address); (c) a statement describing the Objector's membership in the Settlement Class, including a verification under oath as to the purchase date(s), name of the Products purchased, and the location(s) and name(s) of the retailer(s) from whom the Objector purchased the Products, and all other information required by the Claim Form; (d) a written statement of all grounds for the Objection, accompanied by any legal support for such Objection; (e) copies of any papers, briefs, or other documents upon which the Objection is based; (f) a list of all persons who will be called to testify in support of the Objection; (g) a statement of whether the Objector intends to appear at the Final Approval Hearing;¹ (h) a list of the exhibits that the Objector may offer during the Final Approval Hearing, along with copies of such exhibits; and (i) the Objector's signature. In addition, Settlement Class Members, if applicable, must include with their Objection (a) the identity of all counsel who represent the Objector, including former or current counsel who may be entitled to compensation for any reason related to the Objection; and (b) a detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or federal, in the United States in the previous five (5) years.

9.04 Fairness Hearing. Any Settlement Class Member who objects may appear at the Fairness Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement.

10. Final Approval and Judgment Order

10.01 No later than fourteen (14) days prior to the Fairness Hearing, Plaintiff will file with the Court and serve on counsel for all Parties a declaration from the Claims Administrator stating that the Notice required by the Agreement has been completed in accordance with the terms of the Preliminary Approval Order.

10.02 If the Court issues the Preliminary Approval Order, and all other conditions precedent to the Settlement have been satisfied, no later than fourteen (14) days prior to the Fairness Hearing, the Parties will request that the Court enter the “Final Approval Order” in substantially the form attached as **Exhibit D**, that:

a. Finds that the Court has personal jurisdiction over Plaintiff and all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement and Settlement Agreement and all exhibits thereto;

b. Certifies a Settlement Class for purposes of this Settlement;

c. Finds this Settlement to be fair, reasonable, and adequate, and consistent and in compliance with all requirements of due process and applicable law, and directs the Parties and their counsel to implement and consummate this Settlement Agreement in accordance with its terms and provisions;

d. Declares this Settlement Agreement and the Final Approval Order and Judgment to be binding on and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of Plaintiff and all Settlement Class Members, as well as their respective present, former, and future administrators, agents, assigns, attorneys, executors, heirs, partners, predecessors-in-interest, and successors;

e. Finds that the Settlement Class Notice Program: (1) constituted the best

practicable notice; (2) constituted notice that was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, of their right to object to or exclude themselves from the proposed Settlement, of their right to appear at the Fairness Hearing, and of their right to seek monetary and other relief; (3) constituted reasonable, due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) met all requirements of due process and any other applicable law (including but not limited to Rule 23, Illinois state law, and that the CAFA Notice sent by Defendants complied with 28 U.S.C. § 1715 and all other provisions of the Class Action Fairness Act of 2005);

f. Approves the Claim Forms distributed to the Settlement Class;

g. Finds that Class Counsel and Plaintiff adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and Settlement Agreement;

h. Dismisses the Action on the merits and with prejudice and without fees or costs except as provided herein, in accordance with the terms of the Final Approval Order and Judgment;

i. Adjudges that Plaintiff and the Settlement Class have conclusively compromised, settled, dismissed, and released any and all Released Claims against Defendants and the Released Persons;

j. Without affecting the finality of the Final Approval Order and Judgment for purposes of appeal, reserves jurisdiction over the Settlement Administrator, Defendants, Plaintiff, and the Settlement Class Members as to all matters relating to the administration, consummation, enforcement, and interpretation of the terms of the Settlement, the

Settlement Agreement, the Final Approval Order and Judgment, and for any other necessary purposes;

k. Provides that upon entry of the Final Approval Order and Judgment, Plaintiff and all Settlement Class Members, whether or not they return a Claim Form within the time and in the manner provided for, shall be barred from asserting any Released Claims against Defendant and/or any Released Persons, and any such Settlement Class Members shall have released any and all Released Claims as against Defendant and all Released Persons;

l. Determines that the Settlement Agreement and the Settlement provided for therein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession or an admission of liability, or of any misrepresentation or omission in any statement or written document approved or made by Defendant or any Released Persons, or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Settlement Agreement and the Settlement provided for therein in such proceedings solely as may be necessary to effectuate or enforce the Settlement Agreement;

m. Bars and permanently enjoins all Settlement Class Members from (1) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the Released Claims; and (2) organizing Settlement Class Members who have not excluded themselves from the Settlement Class into a separate class for purposes of pursuing as a purported class action

any lawsuit, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency;

n. States that any Person who knowingly violates such injunction shall pay the attorneys' fees and costs incurred by Defendant and/or any other Released Persons and Class Counsel as a result of the violation;

o. Approves the Opt-Out List and determines that the Opt-Out List is a conclusive and complete list of all members of the Settlement Class who have timely and effectively requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment; and

p. Authorizes the Parties, without further approval from the Court, to agree to and to adopt such amendments, modifications, and expansions of this Settlement Agreement and all exhibits hereto as (1) shall be consistent in all material respects with the Final Approval Order and Judgment; and (2) do not limit the rights of the Parties or Settlement Class Members.

10.03 As of the date of the Final Approval Order and Judgment, the Releasing Persons are deemed to have fully released and forever discharged the Released Persons of and from all Released Claims by operation of entry of the Final Approval Order and Judgment.

a. Subject to Court approval, all Settlement Class Members who have not timely and properly excluded themselves from the Settlement Class shall be bound by this

Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Action or this Settlement.

b. Without in any way limiting the scope of the Release, this Release covers any and all claims for attorneys' fees, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement, the administration of such Settlement, and/or the Released Claims as well as any and all claims for a Service Award to Plaintiff and an Attorneys' Fee and Expense Award to Class Counsel.

c. The Releasing Persons and the Released Persons expressly acknowledge that they are familiar with principles of law such as Section 1542 of the Civil Code of the State of California, which provides:

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

Notwithstanding California or other law, the Releasing Persons and the Released Persons hereby expressly agree that the provisions, rights, and benefits of Section 1542 and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable herein are hereby knowingly and voluntarily waived, released, and relinquished to the fullest extent permitted by law solely in connection with unknown claims that are the same as, substantially similar to, relate to, or overlap the Released

Claims, and the Releasing Persons and the Released Persons hereby agree and acknowledge that this is an essential term of the Release. In connection with the Release, the Releasing Persons and the Released Persons acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein, and that such claims, to the extent that they are the same as, substantially similar to, or overlap the Released Claims, are hereby released, relinquished, and discharged.

d. Nothing in the Releases shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

11. Effective Date

11.01 The Effective Date will occur the later of: (i) the expiration of the time to appeal the Final Approval Order with no appeal having been filed; or (ii) if an appeal or request for review is taken (including but not limited to a request for reconsideration or rehearing, or a petition for a writ of certiorari), (a) the dismissal, abandonment or settlement of the appeal with no material modification to the Final Approval Order, or (b) the date upon which the Final Approval Order has been affirmed (or review has been denied) by the court of last resort to which an appeal or request for review has been taken and such decision is no longer subject to further appeal or review.

12. Confirmatory Discovery

12.01 Class Counsel represent that they have conducted extensive discovery in the litigation to confirm the accuracy of the information provided to them during the Parties' settlement negotiations. The purpose of that discovery was to confirm the factual record relating to the Parties' arguments regarding liability, available defenses, and the total number of Settlement

Class Members. No further discovery is necessary to effectuate this Agreement.

13. Termination of Agreement

13.01 Either Side May Terminate the Agreement. Plaintiff and Defendants will each have the right to unilaterally terminate this Agreement upon any of the following occurrences:

a. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement Agreement;

b. An appellate court reverses the Final Approval Order, and the Settlement Agreement is not reinstated without material change by the Court on remand; or

c. Any court incorporates terms into, or deletes or strikes from, or modifies, amends, or changes the Preliminary Approval Order, Final Approval Order, or the Settlement Agreement in any way that is material; or

d. The Court indicates, prior to making a final ruling on the Settlement, that the Settlement will not be approved unless material changes are made.

e. For the avoidance of doubt, and as stated in Section 5.04, the Settlement is not dependent or conditioned upon the Court approving Plaintiff's and Class Counsel's requested Attorneys' Fees and Expense Award and Service Award, and thus the Court's award of a lesser amount than that which Plaintiff and Class Counsel request is not a proper basis for terminating the Settlement Agreement.

13.02 Exercising the Right to Terminate. The right to terminate expires if it is not exercised within ten (10) days of the triggering occurrence. To exercise the right, a Party must provide written notice of their or its election to do so ("Termination Notice") to all other Parties. If the triggering occurrence is a court making or proposing a material change to the Settlement Agreement, Preliminary Approval Order, or Final Approval Order, a Party desiring to terminate

must meet and confer with the other Parties to discuss in good faith whether they can reach agreement to the change(s) before the Party may exercise the right to terminate.

13.03 Revert to Status Quo. If either Plaintiff or Defendants terminate this Agreement as provided herein, the Agreement will be of no force and effect and the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and the Parties will jointly request that any orders entered by the Court in connection with this Agreement be vacated; however, any payments made to the Claims Administrator for services rendered as of the date of termination will not be refunded to Defendants.

14. No Admission of Liability

14.01 Defendants deny any liability or wrongdoing of any kind associated with Plaintiff's alleged claims in the Action, whether related to their conduct or the conduct of third parties on their behalf. Defendants have denied and continue to deny each and every material factual allegation and all claims asserted against them in the Action. Nothing herein will constitute an admission of wrongdoing or liability, or of the truth of any allegations in the Action. Nothing herein will constitute an admission by Defendants that the Action is properly brought on a class or representative basis, or that classes may be certified in the Action, other than for settlement purposes. To this end, the settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement: (i) are not and will not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any of the allegations in the Action; (ii) are not and will not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendants in any civil, criminal, or

administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal; and (iii) are not and will not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification.

14.02 Pursuant to Federal Rule of Evidence 408 and any similar provisions under the laws of any state, neither this Agreement nor any related documents filed or created in connection with this Agreement will be admissible in evidence in any proceeding, except as necessary to approve, interpret, or enforce this Agreement.

15. Miscellaneous

15.01 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement.

15.02 Governing Law. This Agreement will be governed by the laws of the State of Illinois.

15.03 Jurisdiction. The Court will retain continuing and exclusive jurisdiction over the Parties to this Agreement, including Plaintiff and all Settlement Class members, for purposes of the administration and enforcement of this Agreement.

15.04 No Construction Against Drafter. This Agreement was drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement will be construed or interpreted against any Party based upon the contention that this Agreement or a portion of it was purportedly drafted or prepared by that Party.

15.05 No Rescission on Grounds of Mistake. The Parties acknowledge that they have made their own investigations of the matters covered by this Settlement Agreement to the extent they have deemed it necessary to do so. Therefore, the Parties agree that they will not seek to set

aside any part of the Settlement Agreement on the grounds of mistake. Moreover, the Parties understand, agree, and expressly assume the risk that any fact not recited, contained, or embodied in the Settlement Agreement may turn out hereinafter to be other than, different from, or contrary to the facts now known to them or believed by them to be true, and further agree that the Settlement Agreement shall be effective in all respects notwithstanding and shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

15.06 Resolution of Disputes. The Parties will cooperate in good faith in the administration of this Settlement. Any unresolved dispute regarding the administration of this Agreement will be decided by the Court or by a mediator upon agreement of the Parties.

15.07 Counterparts. This Agreement may be signed in counterparts and the separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together will constitute one and the same instrument.

15.08 Integration Of Exhibits. Any exhibits to this Settlement Agreement are hereby incorporated and made a part of the Settlement Agreement.

15.09 Time Periods. The time periods and dates described herein are subject to Court approval and may be modified upon written stipulation of the Parties and approval by the Court.

15.10 Authority. Each person executing this Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Agreement.

15.11 Modification. This Agreement may not be amended, modified, altered, or otherwise changed in any manner, except by a writing signed by a duly authorized agent of Defendants and Plaintiff and approved by the Court.

15.12 Confidentiality. The Parties agree to keep the settlement terms confidential until the filing of a motion to preliminarily approve the Settlement.

15.13 No Media Statements. Plaintiff, Class Counsel, and all other counsel of record for Plaintiff agree not to issue any press releases regarding this settlement or publicize it in any way. Notwithstanding the foregoing, nothing in this Settlement Agreement shall preclude Plaintiff or Class Counsel from making a public statement in support of the Settlement. For example, Plaintiff or Class Counsel may state that the Settlement is a good result for the Class. In addition, nothing in this Settlement Agreement shall preclude Plaintiff or Class Counsel from making a public statement that is consistent with the language of the Settlement Agreement or any motions submitted for approval of the Settlement.

15.14 Binding on Assigns. This Settlement Agreement shall be binding upon the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

15.15 Conflicts. In the event of conflict between this Settlement Agreement and any other document prepared pursuant to the Settlement, the terms of the Settlement Agreement supersede and control.

15.16 Headings. The headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement.

15.17 Best Efforts. In the event that there are any developments in the effectuation and administration of this Agreement that are not dealt with by the terms of this Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Agreement in order to give this Agreement full force and effect. The execution of documents must take place prior to the date scheduled for

the Preliminary Approval Hearing.

15.18 Notices. Unless otherwise stated herein, any notice to the Parties required or provided for under this Agreement will be in writing and may be sent by electronic mail, hand delivery, or U.S. mail, postage prepaid, as follows:

IF TO PLAINTIFF OR CLASS COUNSEL:

Katrina Carroll
kcarroll@carlsonlynch.com
Kyle Shamberg
kshamberg@carlsonlynch.com
CARLSON LYNCH LLP
111 W. Washington Street
Suite 1240
Chicago, IL 60602
Phone No. (312) 750-1265

IF TO DEFENDANTS:

Diana M. Torres
diana.torres@kirkland.com
KIRKLAND & ELLIS LLP
2049 Century Park East
Los Angeles, CA 90067
Tel: (213) 680-8338

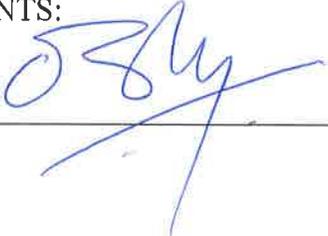
IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by their duly authorized representatives below.

PLAINTIFF:

By: _____
Emily Friend

Date: _____

DEFENDANTS:

By:  _____

Date: Sept. 10th, 2020

the Preliminary Approval Hearing.

15.18 Notices. Unless otherwise stated herein, any notice to the Parties required or provided for under this Agreement will be in writing and may be sent by electronic mail, hand delivery, or U.S. mail, postage prepaid, as follows:

IF TO PLAINTIFF OR CLASS COUNSEL:

Katrina Carroll
kcarroll@carlsonlynch.com
Kyle Shamberg
kshamberg@carlsonlynch.com
CARLSON LYNCH LLP
111 W. Washington Street
Suite 1240
Chicago, IL 60602
Phone No. (312) 750-1265

IF TO DEFENDANTS:

Diana M. Torres
diana.torres@kirkland.com
KIRKLAND & ELLIS LLP
2049 Century Park East
Los Angeles, CA 90067
Tel: (213) 680-8338

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

PLAINTIFF:

By: Emily Friend ^(w/ authority, Greene) Date: 9-15-20
Emily Friend

DEFENDANTS:

By: _____ Date: _____