

# If you bought certain Stonefire Naan products between November 16, 2013 and October 23, 2020, you may be eligible for a payment from a class action settlement.

*Products include: Stonefire Original Naan, Stonefire Roasted Garlic Naan, Stonefire Whole Grain Naan, Stonefire Organic Original Naan, Stonefire Original Mini Naan, Stonefire Ancient Grain Mini Naan, Stonefire Naan Dippers, and any other Stonefire Naan marketed or sold as baked in a tandoor oven.*

*A federal court authorized this Notice. It is not a solicitation from a lawyer.*

- A settlement has been reached with FGF Brands, Inc. and FGF Brands (USA), Inc. (“FGF”) in a class action lawsuit about the statements made on the labeling of its Stonefire Naan products.
- You are included in this settlement as a Settlement Class Member if you purchased certain Stonefire Naan products between November 16, 2013 and October 23, 2020.
- Your rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM DEADLINE: THURSDAY, FEBRUARY 18, 2021</b>	This is the only way you can receive a payment from this settlement. If you submit a Claim Form, you will give up the right to sue FGF in a separate lawsuit about the legal claims this settlement resolves.
<b>ASK TO BE EXCLUDED DEADLINE: MONDAY, JANUARY 04, 2021</b>	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against FGF related to the legal claims this settlement resolves. However, you will give up the right to get a payment from this settlement.
<b>OBJECT TO THE SETTLEMENT DEADLINE: MONDAY, JANUARY 04, 2021</b>	If you do not exclude yourself from the settlement, you may object to it by writing to the Court about why you don’t like the settlement. If you object, you may also file a claim for a payment.
<b>GO TO A HEARING ON TUESDAY, FEBRUARY 16, 2021</b>	You may object to the settlement and ask the Court for permission to speak at the Final Approval Hearing about your objection.
<b>DO NOTHING</b>	Unless you exclude yourself, you are automatically part of the settlement. If you do nothing, you will not get a payment from this settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against FGF about the legal claims resolved by this settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement.

**What This Notice Contains**

**BASIC INFORMATION ..... PAGE 3**

- 1. Why was this Notice issued?
- 2. What is this lawsuit about?
- 3. What is a class action?
- 4. Why is there a settlement?

**WHO IS INCLUDED IN THE SETTLEMENT ..... PAGE 3**

- 5. How do I know whether I am part of the settlement?
- 6. Are there exceptions to being included?

**THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY..... PAGE 3**

- 7. What does the settlement provide?
- 8. How much will my payment be?

**HOW TO GET A SETTLEMENT PAYMENT—SUBMITTING A CLAIM FORM..... PAGE 4**

- 9. How do I get a payment from the settlement?
- 10. When would I get my settlement payment?
- 11. What rights am I giving up to get a payment and stay in the Settlement Class?
- 12. What are the Released Claims?

**THE LAWYERS REPRESENTING YOU..... PAGE 4**

- 13. Do I have a lawyer in this case?
- 14. How will the lawyers be paid?

**EXCLUDING YOURSELF FROM THE SETTLEMENT ..... PAGE 5**

- 15. How do I get out of the settlement?
- 16. If I exclude myself, can I still get a payment from this settlement?
- 17. If I do not exclude myself, can I sue the Defendants for the same legal claims later?

**OBJECTING TO THE SETTLEMENT ..... PAGE 5**

- 18. How do I tell the Court that I do not like the settlement?
- 19. May I come to Court to speak about my objection?
- 20. What is the difference between objecting to the settlement and asking to be excluded from it?

**THE COURT’S FINAL APPROVAL HEARING ..... PAGE 6**

- 21. When and where will the Court decide whether to approve the settlement?
- 22. Do I have to come to the hearing?
- 23. May I speak at the hearing?

**IF YOU DO NOTHING ..... PAGE 6**

- 24. What happens if I do nothing at all?

**GETTING MORE INFORMATION ..... PAGE 6**

- 25. How do I get more information?

## BASIC INFORMATION

### 1. Why was this Notice issued?

A court authorized this Notice because you have a right to know about the proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and who can get them.

The Honorable Robert W. Gettleman of the United States District Court for the Northern District of Illinois is overseeing this class action. The case is known as *Friend v. FGF Brands (USA), Inc.*, Case No. 1:18-cv-07644 (the “Litigation”). The person who filed this lawsuit is called the “Plaintiff” and the companies she sued, FGF Brands, Inc. and FGF Brands (USA), Inc., are called the “Defendants.”

### 2. What is this lawsuit about?

This lawsuit is about the labeling of naan bread products. The Plaintiff alleges that the Defendants made false statements on the labels of its naan bread products, including 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.” The Defendants deny all of the claims made in the lawsuit.

### 3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Emily Friend) sue on behalf of other people with similar claims. Together, the people included in the class action are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or Defendants. Instead, the Plaintiff and Defendants agreed to a settlement. This way, they avoid the cost and burden of a trial and the people affected can get benefits. The Class Representative and her attorneys think the settlement is best for all Settlement Class Members.

## WHO IS INCLUDED IN THE SETTLEMENT

### 5. How do I know whether I am part of the settlement?

The settlement includes everyone who purchased: (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 (the “Products”) from November 16, 2013 through October 23, 2020.

### 6. Are there exceptions to being included?

Yes. The settlement does not include the 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.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 7. What does the settlement provide?

Defendants have agreed to create a \$1,895,000 Settlement Fund. After deducting attorneys’ fees and expenses, the Class Representative’s service award, and the costs of notice and administration, the balance of the fund will be used to make payments to Settlement Class Members who submit valid Claim Forms.

### 8. How much will my payment be?

If you submit a valid Claim Form, you will receive \$2.50 for each Product purchased. You may claim up to a maximum of five (5) Products without proof of purchase and an unlimited number of Products with proof of purchase. Each household may only submit one Claim Form. If the total dollar amount of valid claims submitted is more than the amount remaining in the Settlement Fund after making the fees and expenses, the Class Representative’s service award, and the costs of notice for consistency with above section, payments will be reduced on a *pro rata* basis (equally proportioned).

## HOW TO GET A SETTLEMENT PAYMENT—SUBMITTING A CLAIM FORM

### 9. How do I get a payment from the settlement?

You must complete and submit a Claim Form by **February 18, 2021**. Claim Forms may be submitted online at [www.Naanclassactionsettlement.com](http://www.Naanclassactionsettlement.com) or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-866-754-7659 or by writing to the Settlement Administrator, *Friend v. FGF Brands (USA), Inc.* Settlement Administrator, P.O. Box 43516, Providence, RI 02940-3516.

### 10. When would I get my settlement payment?

The Court will hold a hearing in person or by video on February 16, 2021 to decide whether to grant final approval to the settlement. This date is subject to change by the Court. If the Court approves the settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the settlement and after any appeals are resolved.

### 11. What rights am I giving up to get a payment and stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class. If the settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against the Defendants and the Released Persons (see next question) about the legal issues resolved by this settlement. The rights you are giving up are called Released Claims.

### 12. What are the Released Claims?

If and when the settlement becomes final, Settlement Class Members will release and discharge the 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 (the "Released Persons") from 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.

More details about the claims you will be releasing are described in Sections 2.24-2.27 of the Settlement Agreement, available at [www.Naanclassactionsettlement.com](http://www.Naanclassactionsettlement.com).

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in this case?

Yes. Judge Gettleman appointed the law firms of Carlson Lynch LLP and Gordon Law Offices, Ltd. to represent you and other Settlement Class Members as "Class Counsel." These law firms and their lawyers are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 14. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees of up to 33 1/3% of the Settlement Fund, plus reasonable expenses. They will also ask the Court to approve a \$7,500 service award to be paid to the Class Representative. The Court may award less than these amounts. If approved, these fees, expenses, and award will be paid from the Settlement Fund before making payments to Settlement Class Members.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Defendants or the Released Persons about the legal claims in this case, and you do not want to receive a payment from this settlement, you must take steps to get out of the settlement. This is called excluding yourself from or opting out of the settlement.

#### 15. How do I get out of the settlement?

To exclude yourself from the settlement, you must submit a written request for exclusion by mail or online. Your request for exclusion must include: (1) your name; (2) your current address; (3) your telephone number; (4) a statement that you are a Settlement Class Member and you wish to be excluded from the settlement in *Friend v. FGF Brands (USA), Inc.*, Case No. 1:18-cv-07644; and (5) your signature. Your request for exclusion must be submitted online or mailed to the Settlement Administrator at the address below so it is postmarked by **February 18, 2021**:

*Friend v. FGF Brands (USA), Inc.*  
Settlement Administrator  
P.O. Box 43516  
Providence, RI 02940-3516

#### 16. If I exclude myself, can I still get a payment from this settlement?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the settlement. You can only get a payment from this settlement if you stay in the settlement and submit a valid Claim Form.

#### 17. If I do not exclude myself, can I sue the Defendants for the same legal claims later?

No. Unless you exclude yourself, you are giving up the right to sue the Defendants and the Released Persons for the claims that this settlement resolves. You must exclude yourself from *this* Litigation to start or continue with your own lawsuit or be part of any other lawsuit against the Defendants or any of the Released Persons.

### OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the settlement or any part of it.

#### 18. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class Member, you can object to the settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Your objection must include: (1) the case name and number (*Friend v. FGF Brands (USA), Inc.*, Case No. 1:18-cv-07644); (2) your full name, home address, telephone number, and email address; (3) the name of the Products purchased, the date and location of purchase, and any other information required by the Claim Form, including a verification under oath; (4) a written statement of your Objection and any legal support for it; (5) copies of any papers, briefs, or other documents that support your objection; (6) a list of all persons who will be called to testify in support of your objection (if any); (7) a statement indicating whether you plan appear at the Final Approval Hearing; (8) a list and copies of the exhibits you may offer during the Final Approval Hearing (if any); (9) the name, address, and telephone number of your attorney (if any) who represents you, including former or current counsel who may be entitled to compensation for any reason related to your objection; (10) a detailed list of any other objections you or your attorney have submitted in any class actions in any court in the United States in the previous five years; and (11) your signature.

Your written objection must be mailed to the Court, and copies must be mailed to Class Counsel and Defense Counsel at the addresses below, postmarked by **January 4, 2021**.

Court	Class Counsel	Defense Counsel
Clerk of the Court Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street Chicago, IL 60604	CARLSON LYNCH LLP Katrina Carroll 111 W. Washington Street Suite 1240 Chicago, IL 60602	KIRKLAND & ELLIS LLP Diana M. Torres 555 S. Flower Street Suite 3700 Los Angeles, CA 90071

**19. May I come to Court to speak about my objection?**

Yes. You or your attorney may speak at the Final Approval Hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intend to appear at the Final Approval Hearing.

**20. What is the difference between objecting to the settlement and asking to be excluded from it?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you remain in the Settlement Class (that is, do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the settlement. If you exclude yourself, you cannot object because the settlement no longer affects you.

**THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

**21. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing in person or by video at 10:30 a.m. on February 16, 2021 in Courtroom 1703 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604. This date is subject to change by the Court. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and costs, as well as the Class Representative's service award. If there are objections, the Court will consider them. Judge Gettleman will listen to people who have asked to speak at the hearing (*see* Question 19 above). After the hearing, the Court will decide whether to approve the settlement.

**22. Do I have to come to the hearing?**

No. Class Counsel will answer any questions Judge Gettleman may have. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**23. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing (*see* Question 19 above).

**IF YOU DO NOTHING**

**24. What happens if I do nothing at all?**

If you are Settlement Class Member and you do nothing, you will give up the rights explained in Question 11, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants and the Released Persons about the legal issues resolved by this settlement. In addition, you will not receive a payment from the settlement.

**GETTING MORE INFORMATION**

**25. How do I get more information?**

This Notice summarizes the proposed settlement. Complete details are provided in the Class Action Settlement Agreement. The Class Action Settlement Agreement and other related documents are available at [www.Naanclassactionsettlement.com](http://www.Naanclassactionsettlement.com). Additional information is also available by calling 1-866-754-7659 or by writing to *Friend v. FGF Brands (USA), Inc.* Settlement Administrator, P.O. Box 43516, Providence, RI 02940-3516. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Northern District of Illinois or reviewing the Court's online docket.