
Attention purchasers of Frontera and Salpica branded Products between September 1, 2011 and September 11, 2017

This notice may affect your rights. Please read it carefully.

A court authorized this notice. This is not a solicitation from a lawyer.

- The notice concerns a case called *Barnes, et al v. River North Foods, Inc.*, Case No. 16-L-459, St. Clair County Circuit Court, Illinois. Defined terms (with initial capitals) used herein have the same meaning as set forth in the Settlement Agreement.
- This class action Settlement will resolve a lawsuit against River North Foods, Inc. (“Defendant”). It affects all Persons who, between September 1, 2011 and September 11, 2017, purchased, in the United States, for personal use and not resale, any Frontera or Salpica branded products which contain the terms Natural (including among others, All Natural and 100% Natural); Evaporated Cane Juice; Evaporated Cane Juice Sugar; Evaporated Cane Sugar; citric acid; xanthan; xanthan gum; disodium phosphate; dipotassium phosphate; and/or sodium citrate on the labels, including those listed in the Fourth Amended Class Action Complaint.
- Defendant denies any wrongdoing. It contends that the Products were truthfully marketed and packaged.
- To settle the case, Settlement Class Members, who do not have Proof of Purchase, may elect a Benefit of \$0.50 per Unit purchased, up to 10 Units or \$5.00 per Household for Tier 1 Claims. Settlement Class Members possessing Proof(s) of Purchase may elect a Benefit of \$0.50 per Unit, up to 20 Units or \$10.00 per Household for Tier 2 Claims. Settlement Class Members may receive less money depending on how many Valid Claims are actually submitted. The total benefit for all class members is capped at \$3,950,000.00.
- The lawyers who brought the lawsuit will ask the Court for up to \$987,500.00 to be paid by Defendant as fees and expenses for investigating the facts, litigating the case, and negotiating the Settlement. They will ask for \$2,000.00 per Plaintiff who brought this lawsuit, as Class Representative Service Awards.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.BarnesSettlement.com, or contact the Settlement Administrator at Barnes, et al v. River North Foods, Inc., c/o Heffler Claims Group, P.O. Box 59543, Philadelphia, PA 19102-9543.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
Submit a Claim Form	The only way to receive payment, i.e., refunds for your purchases.	November 27, 2017
Opt-Out	Get out of the lawsuit and the Settlement. This is the only option that allows you to ever bring or join another lawsuit against Defendant that raises the same legal Claims released by this Settlement. You will receive no payment.	November 27, 2017
File Objection	Write to the Court about any aspect of the Settlement you don't like or you don't think is fair, adequate, or reasonable.	November 27, 2017
Go to a Hearing	Speak in Court about the Settlement. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above.)	December 4, 2017
Do Nothing	You will receive no payment and have no right to sue later for the Claims released by the 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. Benefit Checks will be made if the Court approves the Settlement. If there are appeals, payment will not be made until the appeals are resolved and the Settlement becomes effective. Please be patient.
- **Fairness Hearing**
On December 4, 2017 at 9:00 a.m. CST, the Court will hold a hearing to determine: (1) whether the proposed Settlement should be approved as fair, reasonable, and adequate and should receive final approval; (2) the Released Claims of the Settlement Class against the Released Parties should be dismissed with prejudice; (3) Class Counsel's Application for Fee Award; and (3) the Class Representative Service Awards payments. The hearing will be held in the Circuit Court of St. Clair County, Illinois, 10 Public Square, Belleville, IL 62220. The hearing will be held in the courtroom of the Honorable Christopher Kolker, which is located in Courtroom 407, Fourth Floor. This hearing date may change without further notice to you. Consult the Settlement Website at www.BarnesSettlement.com, or the Court docket in this case available through the Court's website (www.circuitclerk.co.st-clair.il.us/courts), for updated information on the hearing date and time.

Important Dates

November 27, 2017	Claim Form Deadline
November 27, 2017	Objection Deadline
November 27, 2017	Opt-Out Deadline
December 4, 2017	Fairness Hearing

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1. How Do I Know If I Am Affected By The Settlement?

This case involves Products purchased in the United States between September 1, 2011 and September 11, 2017.

For purposes of Settlement only, the Court has conditionally certified a Settlement Class which is defined as all Persons who, between September 1, 2011 and September 11, 2017, purchased, in the United States, for personal use and not resale, any Frontera or Salpica branded products which contain the terms Natural (including among others, All Natural and 100% Natural); Evaporated Cane Juice; Evaporated Cane Juice Sugar; Evaporated Cane Sugar; citric acid; xanthan; xanthan gum; disodium phosphate; dipotassium phosphate; and/or sodium citrate on the labels, including those listed in the Fourth Amended Class Action Complaint.

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue.

2. What Is The Lawsuit About?

A lawsuit was brought by Plaintiffs against Defendant for the marketing and labeling of its Products. Defendant denies that there is any factual or legal basis for Plaintiffs' allegations. Plaintiffs contend that Defendant's marketing and labeling of its Products is misleading. Defendant contends that its Product Labeling is accurate, denies making any misrepresentations and, therefore, denies any liability. It also denies that Plaintiffs or any other members of the Settlement Class have suffered injury or are entitled to monetary or other relief. Defendant also denies that this case can be certified as a class action, except for purposes of Settlement.

The Court has not determined whether Plaintiffs or Defendant are correct.

3. Why Is There A Lawsuit?

While Defendant denies that there is any legal entitlement to a refund or any other monetary relief, Plaintiffs contend that the Defendant caused people to purchase the Products who would not otherwise have done so and/or caused people to pay more for the Products as a result of the advertising or Labeling. The complaint seeks to recover, on behalf of a class of all purchasers, other than re-sellers, retailers or distributors, damages as a result of the alleged misrepresentations.

4. Why Is This Case Being Settled?

This litigation was filed in September 2016. Since the filing of the litigation, counsel for both Plaintiffs and Defendant have determined that there is significant risk in continuing the litigation, particularly with respect to whether: (1) Defendant's packaging and/or Labeling of the Products were false or likely to deceive or confuse reasonable Persons; (2) the Products' representation was material to reasonable consumers; and/or (3) damages or restitution should be awarded or, if so, that any such award should be more than nominal.

The Parties have engaged in Settlement discussions and, after taking into account the risks and costs of further litigation, Plaintiffs and their counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of

the Settlement Class Members.

5. What Can I Get In The Settlement?

Settlement Class Members may elect either Tier 1 or Tier 2 Benefit for Products purchased between September 1, 2011 and September 11, 2017, regardless of the price you paid, subject to further adjustments or reductions:

- (a) Tier 1. Settlement Class Members who elect to fill out the Claim Form for Tier 1 and do not have valid Proof of Purchase may recover up to a maximum of \$0.50 per Unit for up to ten Units or \$5.00 per Household; or
- (b) Tier 2. Settlement Class Members who elect to fill out the Claim Form for Tier 2 and do have valid Proof of Purchase may recover up to a maximum of \$0.50 per Unit for up to twenty Units or \$10.00 per Household.
- (c) All Claims submitted from the same Household shall be treated as a single Claim including for the purposes of the Proof of Purchase requirements.
- (d) The Settlement Administrator may make further adjustments to the Benefit depending upon the specific number of Valid Claims and information provided during the Claim process.

6. How Do I Make A Claim?

To make a Claim, you must fill out the Claim Form available on this Settlement Website, www.BarnesSettlement.com. You can submit the Claim Form online, or you can print it and mail it to the Settlement Administrator at: Barnes, et al v. River North Foods, Inc., c/o Heffler Claims Group, P.O. Box 59543, Philadelphia, PA 19102-9543. Claim Forms must be submitted online or *received* by November 27, 2017 at 11:59 p.m. Central Time. Benefit Checks will be made if the Court gives final approval to the proposed Settlement and after the final approval is no longer subject to appeal. Please be patient as this may take months or even years in the event that there is an appeal.

7. When Do I Get My Benefits?

Filing a Claim does not provide a guaranteed benefit. A Final Approval Hearing is scheduled for December 4, 2017. If the Court approves the Settlement and there are no appeals, the Benefit Checks will be distributed approximately 60 days after the Claim Period is completed and the Settlement is no longer subject to appeal or review. If the Court does not approve the Settlement, or if the Settlement is overturned on appeal, no Benefit Checks will be issued.

8. What Do Plaintiffs And Their Lawyers Get?

To date, Class Counsel has not been compensated for any of their work on this case. Class Counsel may apply to the Court to award them up to \$987,500.00 from Defendant to pay their Attorneys' Fees and Expenses. Any award to Class Counsel does not affect the funds available to pay

Valid Claims.

In addition, the named Class Representatives in this case may apply to the Court for a Class Representative Service Award up to \$2,000.00 per named Plaintiff. This payment is designed to compensate the named Class Representatives for the time, effort, and risks they undertook in pursuing this litigation.

Class Representatives and their lawyers will file an Application with the Court on or before November 29, 2017 in support of their Application for Attorneys' Fees and Expenses and payments as Class Representative Service Awards. A copy of that Application will be available on the Settlement Website. The Court will determine the amount of Attorneys' Fees and Expenses as well as the amount of Class Representative Service Awards.

9. What Happens If I Do Not Exclude Myself?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will be legally bound by all orders and judgment of the Court and to the Releases of the Claims in a stipulation of Settlement. This means that in exchange for being a Settlement Class Member and being eligible for the cash Benefits of the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against River North Foods, Inc. and/or any of the Released Parties that involves the same legal Claims as those resolved through this Settlement.

You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the class.

Staying in the class also means that you agree to the following Released Claims, which describe exactly the legal Claims that you give up:

- a) Upon the Effective Date and without any further action by the Court or by any Party to this Agreement, Plaintiffs, all Settlement Class Members, Class Counsel, and any Person claiming by or through him/her/it, including any Person claiming to be his/her/its spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assigns, representative of any kind, shareholder, partner, director, employee or affiliate, for good and sufficient consideration, the receipt and adequacy of which is acknowledged, shall be deemed to, and shall, in fact, have remised, released and forever discharged any and all Released Claims, which they, or any of them, had or has or may in the future have or claim to have against any of the Released Parties.
- b) Plaintiffs and the Settlement Class Members fully release and forever discharge the Released Parties from any and all actions, causes of action, claims, administrative claims, demands, rights, damages, obligations, suits, debts, liens, penalties, fines, contracts, agreements, judgments, expenses, costs, liabilities, and causes of action of every nature and description, including claims for attorneys' fees, expenses and costs, whether known or unknown, suspected or unsuspected, existing now or arising in the future that (a) is or are based on any alleged act, omission, inadequacy, misstatement, representation, misrepresentation, fraud, deception, harm, matter, cause, or event pertaining to the Products that has occurred at any time from the beginning of time up to and including the entry of the Preliminary Approval Order, (b) arise from or are related in any way to the Action, the Products or the design, manufacturing, testing, packaging, marketing, advertising, promoting, Labeling, or sale of the Products, (c) includes any Frontera

or Salpica branded products which contain the terms Natural (including among others, All Natural and 100% Natural); Evaporated Cane Juice; Evaporated Cane Juice Sugar; Evaporated Cane Sugar; citric acid; xanthan; xanthan gum; disodium phosphate; dipotassium phosphate; and/or sodium citrate on the labels, including those listed in the Fourth Amended Class Action Complaint and including all Products listed in Exhibit C to the Settlement Agreement. This release expressly excludes and does not release the Released Parties from any claims, if any, the Plaintiffs and the Settlement Class Members may have against the Released Parties for personal injury damages relating to the Products.

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

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

- d) Plaintiffs and the Settlement Class Members understand and acknowledge the significance of these waivers of California Civil Code section 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiffs and the Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.
- e) The Final Approval Order shall further provide for and effect the release of all actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorney's fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, that Plaintiffs and the Settlement Class Members now have or may have against the Released Parties by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of the Action or the claims and defenses asserted in the Action.
- f) "Released Parties" means River North Foods, Inc., Richard Bayless, Manuel Valdes, ConAgra Brands Inc. and each of their parent companies, related companies, direct and indirect subsidiaries, Affiliates, divisions, franchisees, distributors, wholesalers, retailers, advertising and production agencies, licensors, and agents, including all officers, directors, managers, members, employees, shareholders, consultants, insurers, agents, representatives, and assigns of any of the foregoing. For the avoidance of doubt, Released Parties shall include all persons or entities in the stream of commerce for the marketing, sale, and/or distribution of the Products.

10. How Do I Opt-Out From The Settlement?

You can Opt-Out from the Settlement Class if you wish to retain the right to sue Defendant separately for the Released Claims. If you Opt-Out, you cannot file a Claim or Objection to the Settlement.

To Opt-Out, you must mail an Opt-Out request to the Settlement Administrator at Barnes, et al v. River North Foods, Inc., c/o Heffler Claims Group, P.O. Box 59543, Philadelphia, PA 19102-9543, with copies mailed to Class Counsel and counsel for Defendant. If mailed, the Opt-Out request must be signed by you, contain your full name, address, and phone number(s), and the following statement: "I/We request to Opt-Out from the settlement in the Frontera Action."

Opt-Out requests must be received on or before November 27, 2017.

11. How Do I Object To The Settlement?

You can ask the Court to deny approval of the Settlement by timely filing an Objection with the Court. You can't ask the Court to order a larger Settlement; the Court can only approve or deny the Settlement. If the Court denies approval to the entire Settlement, no Benefit Checks will be sent out, and the lawsuit will continue.

You can also ask the Court to disapprove the requested payments to Plaintiffs and to their attorneys. If those payments are disapproved, no additional money will be paid to the Settlement Class. Instead, the funds earmarked for Plaintiffs and their attorneys will be retained by Defendant.

If you want to raise an Objection to the Settlement at the Final Approval Hearing, you must first submit that Objection in writing, by the Objection Deadline set forth above. Any Objection must include: (a) a reference at the beginning to this case, *Angela Barnes, Gayle Greenwood, Jaime Blankenship, and Dominic Siebert v. River North Foods, Inc.*, Case No. 16-L-459, St. Clair County Circuit Court, Illinois; (b) the name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel; (c) a written statement of all grounds for the Objection, accompanied by any legal support for such Objection; (d) whether he/she intends to appear at the Final Approval Hearing, either with or without counsel; (e) a statement of his/her membership in the Settlement Class, including all information required by the Claim Form; and (f) a detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement.

Failure to include this information and documentation may be grounds for overruling and rejecting your Objection.

All the information listed above must be filed with the Court on or before November 27, 2017.

If you file an Objection to the Settlement but still want to submit a Claim in the event the Court

approves the Settlement, you must still timely submit a Claim Form according to the instructions described above.

By filing an Objection, you are consenting to the jurisdiction of the Court, and to produce documents and provide testimony prior to the Final Approval Hearing. You **must** also send a copy of your Objection to the Settlement Administrator, Class Counsel, and Defendant's counsel:

<u>Counsel for Class:</u>	<u>Counsel for Defendant:</u>
Stuart Cochran Steckler Gresham Cochran PLLC 12720 Hillcrest Rd Suite 1045 Dallas, TX 75230 972.387.4040 www.stecklerlaw.com	John P. Cunningham Brown & James, P.C. Richland Executive Plaza, Suite 200 525 West Main Belleville, IL 62220 and Judy Okenfuss Ice Miller LLP One American Square, Suite 2900 Indianapolis, IN 46282

12. When Will The Court Decide If The Settlement Is Approved?

The Court will hold a hearing on December 4, 2017 at 9:00 a.m. CST to consider whether to approve the Settlement. The hearing will be held in the Circuit Court of St. Clair County, Illinois, 10 Public Square, Belleville, IL 62220. The hearing will be held in the courtroom of the Honorable Christopher Kolker, which is located in Courtroom 407, Fourth Floor. The hearing is open to the public. This hearing date may change without further notice to you. Consult the Settlement Website at www.BarnesSettlement.com or the Court docket in this case available through the Court's website (www.circuitclerk.co.st-clair.il.us/courts), for updated information on the hearing date and time.

You may appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney, and your attorney must file an appearance with the Court in advance of the hearing.

13. How Do I Get More Information?

You can inspect many of the court documents connected with this case on the Settlement Website. Other papers filed in this lawsuit are available by accessing the Court docket in this case available through the Court's website (www.circuitclerk.co.st-clair.il.us/courts). You can also obtain additional information by contacting Class Counsel at Stuart Cochran, Steckler Gresham Cochran PLLC, 12720 Hillcrest Rd, Suite 1045, Dallas, TX 75230.