

**IN CIRCUIT COURT FOR THE 20TH JUDICIAL CIRCUIT
COUNTY OF ST. CLAIR, STATE OF ILLINOIS**

ANGELA BARNES, GAYLE)
GREENWOOD, JAMIE BLANKENSHIP,)
and DOMINIC SIEBERT, individually and)
on behalf of all other similarly-situated)
citizens of Illinois,)

Plaintiffs,)

v.)

FRONTERA FOODS, INC., RIVER)
NORTH FOODS, INC. f/k/a FRONTERA)
FOODS, INC., RICK BAYLESS and)
MANNY VALDES,)

Defendants.)

No. 16-L-459

**[PROPOSED] ORDER APPROVING PLAINTIFFS' UNCONTESTED
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

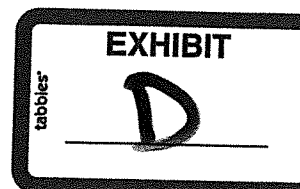
THIS CAUSE is before the Court on Plaintiffs' Uncontested Motion for Preliminary Approval of Class Action Settlement. Having reviewed the Motion, the Settlement Agreement, and the record in this case, and for good cause shown:

IT IS HEREBY ORDERED AND ADJUDGED THAT:

Preliminary Approval of Settlement Agreement

1. The Court finds for the purposes of preliminary approval, that the proposed settlement, as set forth in the Parties' Settlement Agreement, is fair, reasonable, adequate, and in the best interest of the Class. The Court further finds that the Settlement was entered into at arm's length by highly experienced counsel with the assistance of experienced mediator, Rodney Max. The Court therefore preliminarily approves the proposed Settlement.

Class Certification



2. The Court conditionally certifies a Settlement Class defined as:

All Persons who purchased, between September 1, 2011 and September 11, 2017, in the United States, any Frontera or Salpica branded products which contain the terms Natural (including 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.

Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Product for resale; (b) River North Foods, Inc. and its employees, principals, affiliated entities, legal representatives, successors and assigns; (c) any Person who files a valid, timely Opt-Out request; (d) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof) and (e) the judges to whom this Action is assigned and any members of their immediate families.

3. The Court preliminarily appoints Plaintiffs Angela Barnes, Gayle Greenwood, Jaime Blankenship, and Dominic Siebert as Representatives of the Settlement Class.

4. The Court preliminarily appoints Stuart L. Cochran of Steckler Gresham Cochran PLLC, Matthew H. Armstrong of Armstrong Law Firm LLC, and David C. Nelson of Nelson & Nelson Attorneys at Law to act as Class Counsel to the Settlement Class.

Notice To Potential Class Members

6. The Court approves the form and content of the proposed Publication Notice) and the Settlement Notice (attached as Exhibit B to the Settlement Agreement) (collectively, “Class Notice”) and approves the Parties’ proposal to distribute the Publication Notice in print via a national magazine and the Settlement Notice via digital media, as set forth in the Media Plan and

Settlement Agreement. The Court finds that the Parties' proposal regarding class notice to potential class members constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

7. The Court approves the following schedule for dissemination of the Class Notice, Opt-Out requests from the Settlement Class, or Objecting to the Settlement, submitting papers in connection with Final Approval, and the Final Approval Hearing, as follows:

September 27, 2017	<p>The Settlement Administrator shall begin the digital media campaign.</p> <p>The Settlement Administrator shall cause the Settlement Agreement, this Order, and a copy of the Settlement Notice to be posted on the website created pursuant to the Settlement Agreement, as set forth in the Class Notice.</p>
November 26, 2017	<p>Opt-Out Date: Deadline for Settlement Class Members to Opt-Out of Settlement.</p> <p>Objection Date: Deadline for Settlement Class Members to Object to terms of Settlement and to advise the parties and the Court of intent to appear at Final Approval Hearing.</p>
At least 5 days prior to the Final Approval Hearing	Plaintiffs shall file a motion for final approval of settlement, responses to any objections, and an application for the award of attorneys' fees, costs, and enhancement awards for named plaintiffs.
At least 7 days prior to the Final Approval Hearing	Settlement Administrator shall provide a declaration attesting to compliance with the Class Notice requirements as set forth in the Settlement Agreement, identifying all Opt-Outs and/or Objectors.
60 days after the Final Approval Hearing Date	Claim Period: Deadline for Settlement Class Members to submit Valid Claims.

Claims Administration

8. The Court approves Heffler Claims Administration as the Settlement Administrator, with the responsibilities set forth in the Settlement Agreement. The Court further approves the Claim Form attached as Exhibit A to the Settlement Agreement.

9. Any Settlement Class Member may request to be excluded (or “Opt-Out”) from the Settlement Class. A Settlement Class Member who wishes to Opt-Out of the Settlement Class must give written notice to the Settlement Administrator, Class Counsel, and counsel for Defendant by the Opt-Out Deadline. Opt-Out requests must: (a) be signed by the Class Member who is requesting exclusion; (b) include the full name, address, and phone number(s) of the Class Member requesting exclusion; and (c) include the following statement: “I/We request to Opt-Out from the settlement in the River North Foods Action.” Opt-Out requests that are not timely will be considered invalid and of no effect, and the Person who untimely submits an Opt-Out request will remain a Settlement Class Member and will be bound by any Orders entered by the Court, including the Final Approval Order and the Releases contemplated thereby. Except for those Persons who have properly and timely submitted Opt-Out requests, all Settlement Class Members will be bound by the Settlement Agreement and the Final Approval Order, including the Releases, regardless of whether they file a Claim or receive any monetary relief. Any Person who timely and properly submits an Opt-Out request shall not: (a) be bound by any orders or the Final Approval Order nor by the Releases contained therein; (b) be entitled to any relief under the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement Agreement.

10. Any Settlement Class Member who intends to object to the Settlement must do so

by the Objection Deadline. In order to object, the Settlement Class Member must file with the Court prior to the Objection Deadline, and provide a copy to Class Counsel and Defendant's Counsel, also prior to the Objection Deadline, a document that includes all of the following:

- (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.

Any Settlement Class Member who fails to file and serve timely: (a) a written Objection containing all of the information listed in items (a) through (f) of the previous paragraph; and, (b) notice of his/her intent to appear at the Final Approval Hearing pursuant to this paragraph, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by any means, including but not limited to an appeal.

Fairness Hearing

11. A Fairness Hearing is hereby scheduled to be held before the undersigned on _____, 2017 at _____ am/pm, to consider the fairness, reasonableness, and adequacy of the Settlement Agreement, the entry of a Final Approval Order and final judgment in the case, any Application for Attorneys' Fees and Expenses made by Class Counsel, Class Representative Service Awards to named Plaintiffs, and any other related matters that are brought to the attention of the Court in a timely fashion.

12. The date and time of the Fairness Hearing shall be set forth in the Class Notice but shall be subject to adjournment by the Court without further notice to the members of the Class other than which may be posted on the website created pursuant to the Settlement Agreement, as set forth in the Class Notice.

13. If Final Approval of the Settlement is not granted, or if the Settlement is terminated for any reason, the Settlement and all proceedings had in connection therewith shall be without prejudice to the parties' rights and the parties shall return to the *status quo ante*, and all Orders issued pursuant to the Settlement and Preliminary and Final Approval process shall be vacated. In such event, the Settlement Agreement and all negotiations concerning it shall not be

used or referred to in this action for any purpose whatsoever.

Miscellaneous Relief

14. The Court hereby stays all proceedings in this Court other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred.

15. Additionally, the Court hereby prohibits and/or enjoins any other person or counsel from representing or prosecuting any claims on behalf of this Settlement Class in any other Court.

Dated: _____, 2017
Circuit Court of St. Clair County

SO ORDERED:

The Hon. Christopher Kolker