

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

<p>Molly Martin and Lauren Barry, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>Cargill, Incorporated,</p> <p style="text-align: center;">Defendant.</p>	<p style="text-align: center;">Civil Action No.</p> <p style="text-align: center;">CLASS SETTLEMENT AGREEMENT</p>
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CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement is entered into this 19th day of September, 2013 by and between Plaintiffs Molly Martin and Lauren Barry (“Plaintiffs”), on behalf of themselves and each of the Settlement Class Members, on the one hand, and Defendant Cargill, Incorporated (“Cargill” or “Defendant”), a Delaware corporation, on the other hand (collectively, Plaintiffs and Defendants are the “Parties”). The Parties intend for the Class Settlement Agreement to fully, finally, and forever resolve, discharge, and settle all released rights and claims, subject to the terms and conditions set forth herein.

I. RECITALS

1.1 On February 12, 2013, Plaintiffs’ Counsel commenced an action styled *Martin v. Cargill, Inc.*, in the Hennepin County, Minnesota state district court (the “Minnesota Action”), by serving a complaint on Cargill, challenging the labeling and marketing of Cargill’s Truvia Consumer Products. Plaintiff Martin alleged she purchased Truvia Consumer Products and was deceived by statements on the labels describing the Truvia Consumer Products and their ingredients – including stevia leaf extract and erythritol – as “natural.” Plaintiff Martin alleged that the Truvia Consumer Products were not “natural” because they contained ingredients that were “highly processed” and/or derived from

genetically modified organisms (“GMOs”) and that the descriptions of the Truvia Consumer Products, and of the stevia leaf extract and erythritol ingredients of which the Truvia Consumer Products were made, were inaccurate or misleading. Plaintiff Martin alleged Cargill violated the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. § 325F.69, the Unlawful Trade Practices Act, Minn. Stat. § 325D.13, the Deceptive Trade Practices Act, Minn. Stat. § 325D.44, the False Advertising Statute, Minn. Stat. § 325F.67, and that Cargill was unjustly enriched. Plaintiff Martin sought damages and injunctive relief and sought to represent a class of Minnesota consumers who purchased Truvia Consumer Products for household use and not for resale or distribution. On February 28, 2013, Plaintiff Martin voluntarily dismissed the Minnesota Action without prejudice to facilitate mediation of the dispute.

1.2 On March 1, 2013, Plaintiffs’ Counsel sent a letter to Cargill alleging Cargill had violated, and was continuing to violate, the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750 et seq. (the “CLRA”), in its labeling and marketing of the Truvia Consumer Products as “natural” and in its descriptions of the stevia leaf extract and erythritol ingredients. Along with the letter, Plaintiffs’ Counsel also provided a draft Class Action Complaint. In these documents, Plaintiff Barry alleged she purchased various the Truvia Consumer Products and was deceived by the statements on the labels describing

Truvia Consumer Products and their ingredients – including stevia leaf extract and erythritol – as “natural.” Like Plaintiff Martin, Plaintiff Barry alleged that the Truvia Consumer Products were not “natural” because they were “highly processed,” synthetic, and/or derived from GMOs and that the descriptions of the Truvia Consumer Products, and of the stevia leaf extract and erythritol ingredients of which the Truvia Consumer Products are composed, were inaccurate or misleading. Plaintiff Barry alleged Cargill violated the CLRA; the California False Advertising Law, Cal. Bus. & Prof. Code § 17500 et seq.; and the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. Plaintiff Barry also alleged that Cargill breached various states’ express warranty laws. In her draft proposed complaint, Plaintiff Barry sought damages and injunctive relief and sought to represent one class of Truvia Consumer Product consumers from California and another multi-state class of Truvia Consumer Product consumers.

1.3 On September 18, 2013 Plaintiffs Martin and Barry filed the action that is the subject of this Settlement, styled *Martin, et al. v. Cargill, Inc.*, in the United States District Court for the District of Minnesota on behalf of a proposed nationwide class. Plaintiffs asserted the same claims they previously asserted in each of the above-described complaints under Minnesota and California laws, as

well as under various states' breach-of-warranty laws, regarding the advertising, labeling, and marketing of Cargill's Truvia Consumer Products.

1.4 Plaintiffs, as proposed Settlement Class representatives, believe the claims settled herein have merit. Plaintiffs and their counsel recognize, however, the expense and length of continued proceedings necessary to prosecute the claims through trial and appeal and have taken into account the uncertain outcome and risk of litigation, as well as litigation's inherent difficulties and delays. They believe the settlement set forth in this Agreement confers substantial benefits upon the Settlement Class Members. They have evaluated the settlement set forth in this Agreement and determined it is fair, reasonable, adequate to resolve their grievances, and in the best interest of the Settlement Class.

1.5 Cargill has denied, and continues to deny, that its marketing, advertising, and/or labeling of the Truvia Consumer Products is false, deceptive, or misleading to consumers or violates any legal requirement. Cargill's willingness to resolve the Action on the terms and conditions embodied in this Agreement is based on, *inter alia*: (i) the time and expense associated with litigating this Action through trial and any appeals; (ii) the benefits of resolving the Action, including limiting further expense, inconvenience, and distraction, disposing of burdensome litigation, and permitting Cargill to conduct its

business unhampered by the distractions of continued litigation; and (iii) the uncertainty and risk inherent in any litigation, regardless of legal merit.

1.6 Before entering into this Agreement, Plaintiffs' Counsel conducted an extensive and thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the claims, potential claims, and potential defenses asserted in this Action. As part of that investigation, Plaintiffs' Counsel obtained extensive information and documents from Cargill through confidential, pre-mediation discovery, including information concerning marketing, label design, product formulation, sales, profit-and-loss information for the Truvia Consumer Products, information regarding Cargill's sales to grocery stores and other retailers, and Food and Drug Administration and other regulatory submissions.

1.7 This Agreement is the product of extensive, arms-length, and vigorously contested settlement negotiations and exchange of information relevant to the negotiation. On June 13 and 14, 2013, Plaintiffs and Defendant Cargill, through counsel and Cargill's designated representatives, attended a mediation session before the Honorable James M. Rosenbaum (Ret.) of JAMS, in Minneapolis, Minnesota. The Parties continued settlement negotiations for the next six weeks, and then they attended additional mediation sessions before Judge Rosenbaum on July 30 and August 1, 2013. At the conclusion of the

additional mediation sessions, the Parties agreed on the material terms of the settlement reflected in this Agreement. Negotiations continued for several weeks thereafter to finalize the details of the Agreement.

1.8 The Action has not been certified as a class action. Subject to the approval of the Court, the Parties agree that a class may be conditionally certified for purposes of this Settlement. Cargill agrees to class-action treatment of the claims alleged in this Action solely for the purpose of compromising and settling those claims on a class basis as set forth herein.

1.9 This Agreement, any negotiations, proceedings, or documents related to this Agreement, its implementation, or its judicial approval cannot be asserted or used by any person to support a contention that class certification is proper or that liability does or does not exist, or for any other reason, in the above-captioned action or in any other proceedings, *provided, however*, that Settlement Class Members, Class Counsel, Cargill, other related persons, and any person or entity that is a beneficiary of a release set forth herein, may reference and file this Agreement, and any resulting Order or Judgment, with the Court, or any other tribunal or proceeding, in connection with the implementation or enforcement of its terms (including but not limited to the releases granted therein or any dispute related thereto).

THEREFORE, in consideration of the mutual promises and covenants contained herein and of the releases and dismissals of claims described below, the Parties agree to this Settlement, subject to the Final Approval of the Court, upon the following terms and conditions set forth in this Class Settlement Agreement.

II. DEFINITIONS

2.1 “Action” means the instant lawsuit, styled Martin, et al. v. Cargill, Inc., Civ. No. 0:13-cv-02563 (D. Minn.)

2.2 “Administration Fund” means a fund consisting of Three Hundred Thousand Dollars and No Cents (\$300,000.00) that Cargill will pay or cause to be paid under the terms of Section 4.1(a) of this Agreement.

2.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Class Settlement Agreement and its exhibits, attached hereto or incorporated herein, including any subsequent amendments agreed to by the Parties and any exhibits to such amendments.

2.4 “Attorney’s Fees and Expenses” means such funds as the Court may award to Class Counsel to compensate Class Counsel for the fees and expenses they have incurred or will incur in connection with this Action and Settlement, as described in Section VIII of this Agreement. Attorney’s Fees and

Expenses do not include any costs or expenses associated with the Class Notice or administration of the Settlement.

2.5 “Cargill” means Cargill, Incorporated, a Delaware corporation with its principal place of business in Wayzata, Minnesota, and its predecessors, subsidiaries, shareholders, affiliates, officers, directors, partners, employees, agents, servants, assignees, successors, and/or other transferees or representatives.

2.6 “Cargill’s Counsel” means Robins, Kaplan, Miller & Ciresi, L.L.P., 800 LaSalle Avenue, 2800 LaSalle Plaza, Minneapolis, Minnesota 55402.

2.7 “Claim Form” means the document to be submitted by Claimants seeking payment pursuant to Section 4.2 of this Class Settlement Agreement. The Claim Form will accompany the mailed Class Notice and will be available online at the Settlement Website, substantially in the form of Exhibit A to this Class Settlement Agreement.

2.8 “Claim Period” means the time period during which Settlement Class Members may submit a Claim Form to the Settlement Administrator for review. The Claim Period shall run for a period of time ordered by the Court, and last at least one-hundred and twenty (120) calendar days from the date of the first publication of the Summary Settlement Notice or Class Notice, whether online, via print publication, or via press release, whichever is earlier.

2.9 “Claimant” means a Settlement Class Member who submits a claim for payment as described in Section 4.2 of this Class Settlement Agreement.

2.10 “Class Action Settlement Administrator,” “Settlement Administrator,” or “Notice Administrator” means Dahl Administration, the company jointly selected by Class Counsel and Cargill’s Counsel and approved by the Court to provide Class Notice and to administer the claims process.

2.11 “Class Counsel” or “Plaintiffs’ Counsel” means Reese Richman LLP, 875 6th Avenue, 18th Floor, New York, New York 10001, and Halunen & Associates, 80 South Eighth Street, Suite 1650, Minneapolis, Minnesota 55402.

2.12 “Class Notice” or “Long-Form Notice” means the legal notice of the proposed Settlement terms, as approved by Cargill’s Counsel and Class Counsel, subject to approval by the Court, to be provided to potential members of the Settlement Class pursuant to Section 5.1 below. The Class Notice shall be substantially in the form attached hereto as Exhibit B. Any changes to the Class Notice from Exhibit B must be jointly approved by Class Counsel and Cargill’s Counsel.

2.13 “Class Period” means the period from July 1, 2008, up to and including the date of the Court’s Preliminary Approval Order.

2.14 “Court” means the United States District Court for the District of Minnesota.

2.15 “Effective Date” means:

(a) if no appeal is taken from the Order and Final Judgment, thirty-five (35) days after the Court enters the Order and Final Judgment of this Class Settlement Agreement; or

(b) if an appeal is taken from the Order and Final Judgment, the date on which all appellate rights (including petitions for rehearing or re-argument, petitions for rehearing en banc, petitions for certiorari or any other form of review, and proceedings in the United States Supreme Court or any other appellate court) have expired, been exhausted, or been finally disposed of in a manner that affirms the Order and Final Judgment.

2.16 “Eligible Products” means certain Truvia Consumer Products. Specifically, the Eligible Products are the 40-count and 80-count packages of Truvia Natural Sweetener packets, and any sizes of the Truvia Natural Sweetener spoonable jars and baking blends. Eligible Products do not include the 140-count or 300-count packages of Truvia Natural Sweetener packets. Cargill agrees that it will continue to make these Eligible Products available for purchase by consumers during a period of no less than eighteen months after the date the last Voucher is distributed.

2.17 “Final Approval” of this Class Settlement Agreement means the date that Judgment is entered in this Action approving this Class Settlement Agreement.

2.18 “Fund Institution” means a third-party banking institution where the cash funds Cargill will pay under the terms of this Agreement will be deposited into two separate interest-bearing Qualified Settlement Fund accounts, specifically, the Settlement Fund and the Administration Fund, as defined herein. Pursuant to Section 4.1, Class Counsel will select the Fund Institution, and Cargill will approve it.

2.19 “Incentive Award” means the amount the Plaintiffs Martin and Barry will receive, pursuant to Section 8.5.

2.20 “Initial Claim Amount” means the amount a Settlement Class Member claims as a cash payment or Voucher payment on a Claim Form that is timely, valid, and approved by the Settlement Administrator. The Initial Claim Amount is subject to *pro rata* increase or decrease, depending on the value of all approved Claims submitted, pursuant to Section 4.6.

2.21 “Notice Plan” means the plan for publication of Class Notice developed by the Settlement Claim Administrator, attached hereto as Exhibit C, Affidavit of Jeffrey D. Dahl With Respect to Settlement Notice Plan.

2.22 “Order and Final Judgment” means the final order to be entered by the Court approving the Settlement pursuant to the terms and conditions of this Agreement, dismissing the Action with prejudice, releasing claims, and otherwise directing as the Court or the Parties deem necessary and appropriate to effectuate the terms and conditions of this Agreement.

2.23 “Preliminary Approval” means the order preliminarily approving the Class Settlement Agreement, preliminarily certifying the Settlement Class, approving the Notice of Proposed Settlement, and issuing any necessary related orders.

2.24 “Qualified Settlement Fund” means the type of fund, account, or trust, created pursuant to 26 C.F.R. § 1.468B-1, that the Fund Institution will establish to receive payments under this Agreement.

2.25 “Related Actions” means any action filed or threatened to be filed in other state or federal courts asserting claims and alleging facts substantially similar to those asserted and alleged in this Action, including but not limited to the following: *Howerton v. Cargill, Inc.*, No. 13-00336 BMK (D. Haw.), and threatened lawsuits by Joel Gurss and “Ms. Lanigan.”

2.26 “Released Claims” means any claim, cross-claim, liability, right, demand, suit, matter, obligation, damage, restitution, disgorgement, loss or cost, attorney’s fee or expense, action, or cause of every kind and description that

Plaintiffs and the Settlement Class had or have, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether as individual claims asserted on a class basis or on behalf of the general public, whether known or unknown, asserted or unasserted, suspected or unsuspected, latent or patent, that is, has been, could reasonably have been, or in the future might reasonably be asserted by Plaintiffs or members of the Settlement Class either in the Action or in any action or proceeding in this Court or in any other court or forum, including any Related Actions, regardless of legal theory or the law under which such action may be brought, and regardless of the type or amount of relief or damages claimed, against any of the Released Persons, arising out of or relating to the allegations in the Complaint or Cargill's labeling, marketing, and advertising of the Truvia Consumer Products at issue in the Complaint. This includes, *inter alia*, and for the avoidance of doubt, all such claims that relate in any way to the advertising, labeling, or marketing of the Truvia Consumer Products as "natural," "Truvia Natural Sweetener," "Nature's Calorie-Free Sweetener," "natural sweetness," "Natural Ingredients," "natural sweetener," "From Nature," "Honestly Sweet®," "produced by a natural process," "Naturally Sweetened with Truvia," "From nature, for sweetness," "sweetness born from the leaves of the stevia plant," "naturally sweetened with," "Calorie-Free Sweetness from the Stevia Leaf," "Calorie-Free Sweetener from the

Stevia Leaf,” “Calorie-Free Sweetness from Stevia,” “Calorie-Free Sweetener from Stevia,” and similar statements regarding any Truvia Consumer Product through any medium (on-label, Internet, television, radio, or otherwise). Plaintiffs and the Settlement Class agree that the agreed modifications to the labeling, packaging, marketing, and advertising of the Truvia Consumer Products set forth in Section 4.7 below are satisfactory to Plaintiffs and the Settlement Class and alleviate each and every alleged deficiency with regard to the labeling, packaging, advertising, and marketing of the Truvia Consumer Products (and similar deficiencies, if any, with regard to other or future Truvia products) set forth in or related to the Complaint.

2.27 “Released Persons” means and includes Cargill and each of its affiliated entities, subsidiaries, predecessors, and successors, distributors, retailers, customers, and assigns, including the present and former directors, officers, employees, shareholders, agents, insurers, partners, privies, representatives, attorneys, accountants, and all persons acting by, through, under the direction of, or in concert with them.

2.28 “Residual Fund” means the value of funds remaining in the Settlement Fund, less all Claimants’ Initial Claim Amounts; less Class Notice and administration costs not otherwise covered by the Administration Fund; and less

all Attorneys' Fees and Expenses and Incentive Awards pursuant to Court Order or otherwise specified in this Agreement.

2.29 "Settlement Class" or "Settlement Class Member" means all persons who, during the Class Period, reside in the United States and purchased in the United States any of the Truvia Consumer Products for their household use or personal consumption and not for resale. Excluded from the Settlement Class are: (a) Cargill's board members or executive-level officers, including its attorneys; (b) governmental entities; (c) the Court, the Court's immediate family, and the Court staff; and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

2.30 "Settlement Fund" means the fund valued at Five Million Dollars and No Cents (\$5,000,000.00) that Cargill will pay either in cash or in Vouchers to Settlement Class Members who submit valid and timely Claim Forms, pursuant to Section 4.2. The Settlement Fund will also be used to pay for any award of Attorneys' Fees and Expenses that the Court orders, any Class Notice and administration costs not covered by the Administration Fund, Incentive Awards, and other costs pursuant to the terms of Section 4.1(b) of this Agreement.

2.31 "Settlement Hearing" means the hearings the Court will hold to consider and determine whether it should approve the proposed settlement

contained in this Class Settlement Agreement as fair, reasonable, and adequate, and whether it should enter Judgment approving the terms of the Class Settlement Agreement. These Settlement Hearings include both a "Preliminary Approval Hearing" to be held on October 23, 2013 and a "Final Approval Hearing" or "Fairness Hearing," to be held after preliminary approval is granted, as the Court so orders.

2.32 "Settlement Website" means the website to be created for this settlement that will include information about the Actions and the Settlement, relevant documents, and electronic and printable forms relating to the Settlement, including the Claim Form. The Settlement Website shall be activated by the date of the first publication of the Summary Settlement Notice or Class Notice, whichever is earlier, and shall remain active until one hundred and twenty (120) calendar days after the Court enters the Order and Final Judgment.

2.33 "Summary Settlement Notice" or "Short Form Notice" means the Summary Class Notice of proposed class action settlement, to be disseminated by publication substantially in the form of Exhibit D attached to this Agreement. Any changes to the Summary Settlement Notice or Short Form Notice from the form set forth in Exhibit D must be jointly approved by Class Counsel and Cargill's Counsel.

2.34 “Tally” or “Final Tally” means the calculation and report the Settlement Administrator shall provide to the Parties, which shall include the value, number, and type of timely, valid, and approved Claims. The Final Tally shall also include the amount due to the Settlement Fund in cash and the calculation of the value of the Vouchers that Settlement Class Members timely and validly claimed. The Settlement Administrator shall give the Final Tally to the Parties no later than seven (7) calendar days after the close of the Claim Period.

2.35 “Truvia Consumer Products” means Cargill’s products composed of the ingredients Plaintiffs complained of in this Action, including erythritol and stevia leaf extract (also known as rebiana). The Truvia Consumer Products include Truvia Natural Sweetener in packet, spoonable jar, and baking blend forms, of any size or quantity, purchased by Settlement Class Members during the Class Period, as well as any of these products that are purchased in the future, provided that there is no change in their ingredients or formulation that would be material to the claims resolved in this Settlement Agreement.

2.36 “Voucher” means a voucher that may be redeemed for any Eligible Product. No cash is required to redeem a Voucher for an Eligible Product, as the Voucher covers the entire purchase price of the Eligible Product. Vouchers are fully transferrable. Vouchers will expire eighteen months after

distribution. The MSRP on the Eligible Products is Three Dollars and Ninety-Nine Cents (\$3.99) for Truvia Natural Sweetener 40-count packets, and Six Dollars and Ninety-Nine Cents (\$6.99) for Truvia Natural Sweetener 80-count packets, baking blends, and spoonable jars. Cargill must reimburse the retailer the then-current, non-discounted price of every redeemed Voucher, which is sometimes higher and sometimes lower than the MSRP. Based upon the MSRP and the current average retail price for Truvia Consumer Products, the Parties have agreed, for the purposes of this administering the Settlement Funds under this Agreement, to value the Vouchers at Six Dollars and No Cents (\$6.00) per Voucher. In addition, Cargill must pay eight cents (\$0.08) per Voucher to the retailer for each redeemed Voucher.

III. CERTIFICATION OF THE SETTLEMENT CLASS AND PRELIMINARY APPROVAL

3.1 For the purposes of settlement and the proceedings contemplated herein, the parties stipulate and agree that a nationwide Settlement Class should be certified. Class certification shall be for settlement purposes only and shall have no effect for any other purpose.

3.2 The certification of the Settlement Class shall be binding only with respect to this Class Settlement Agreement. In the event that Final Approval does not occur for any reason, the Preliminary Approval, and all of its provisions,

shall be vacated by its own terms, and this Action shall revert to its status that existed prior to the date of this Class Settlement Agreement.

3.3 As part of the settlement process, Cargill consents to Plaintiffs' application to the Court for entry of an order which, among other things: (a) preliminarily certifies the Settlement Class in accordance with the definition set forth in Section 2.29 of this Class Settlement Agreement; (b) preliminarily approves this Agreement for purposes of issuing Class Notice; (c) approves the timing, content, and manner of the Class Notice and Summary Settlement Notice or Short Form Notice; (d) appoints a Claims Administrator; and (e) makes such orders as are necessary and appropriate to effectuate the terms and conditions of this Agreement.

IV. SETTLEMENT CONSIDERATION AND BENEFITS

The settlement relief includes four components to benefit the Settlement Class: (a) a Settlement Fund from which Settlement Class Members who submit timely, valid, and approved claims will obtain refunds or Vouchers; (b) an Administration Fund that will partially, or wholly, pay for the costs and expenses of Class Notice and administration; (c) modifications to the Truvia Consumer Products labeling; and (d) modifications to the Truvia Consumer Products website.

4.1 Administration and Settlement Funds

(a) **Administration Fund.** Cargill shall establish an Administration Fund in the amount of Three-Hundred Thousand Dollars and No Cents (\$300,000.00) by paying this amount into a Qualified Settlement Fund at the Fund Institution. The Fund Institution will establish a separate interest-bearing Qualified Settlement Fund account for payments made pursuant to this section. The Administration Fund shall be applied to pay in full and in the below order:

(i) all costs and expenses associated with disseminating notice to the Settlement Class, including but not limited to, the Class Notice and Summary Settlement Notice;

(ii) all costs and expenses associated with the administration of the Settlement, including but not limited to, processing claims and fees of the Class Action Settlement Administrator.

(iii) the Residual Funds, if any, pursuant to Section 4.6 of this Agreement.

(b) **Settlement Fund.** Cargill shall establish a Settlement Fund with a value of Five Million Dollars and No Cents (\$5,000,000.00). The value of the Settlement Fund shall be composed of cash combined with the value of the Vouchers and cost to Cargill of Voucher redemption, which is defined in Section 2.36. Cargill shall pay all cash payments due per Section 4.1(c) by paying this

amount into a Qualified Settlement Fund at the Fund Institution. The Fund Institution will establish a separate interest-bearing Qualified Settlement Fund account for payments made pursuant to this section. The Settlement Fund shall be applied to pay in full and in the following order:

(i) any necessary taxes and tax expenses;

(ii) all costs and expenses associated with Class Notice and administration of the settlement, as described in Section 4.1(a) which are not otherwise covered by the Administration Fund as described in Section 4.1(a).

(iii) any Attorneys' Fees and Expenses award made by the Court to Class Counsel pursuant to Section VIII of this Class Settlement Agreement;

(iv) any Incentive Award made by the Court to Plaintiffs under Section 8.5 of this Class Settlement Agreement;

(v) cash payments, Voucher payments, and cost of redemption of Vouchers measured by number of Vouchers distributed to Settlement Class Members who have submitted timely, valid, and approved Claims pursuant to the Claims Process outlined in Section 4.2 and the Monetary Relief outlined in Section 4.3 of this Agreement; and

(vi) the Residual Funds, if any, pursuant to Section 4.6 of this Agreement.

(c) Cargill's Funding of the Administration and Settlement Funds.

(i) Initial Deposit. Within seven (7) calendar days after the entry of the Preliminary Approval Order, Cargill shall fully fund the Administration Fund by depositing Three-Hundred Thousand Dollars and No Cents (\$300,000.00) into the Administration Fund account. This initial deposit is intended to be used for the initial notice and administration expenses that will be incurred to provide notice to the Settlement Class Members, pursuant to Section V and 4.1(b). This seven-day deadline may be extended by mutual consent of the Parties.

(ii) Periodic Payment(s) to the Settlement Fund. Following the entry of the Preliminary Approval Order and after the payment of the Initial Deposit, Cargill shall pay subsequent amounts invoiced by the Settlement Administrator for expenses incurred and approved by Class Counsel, by depositing the invoiced amounts into the Settlement Fund, within thirty (30) calendar days after Class Counsel has approved the invoice and communicated that approval to Cargill.

(iii) Attorney's Fees and Costs and Incentive Payment. Within (5) days after the Effective Date, Cargill shall fund the amount ordered by the Court in its Final Approval Order for Attorney's Fees and Expenses and Incentive Awards to the Plaintiffs.

(iv) Balance Payment to the Settlement Fund. No later than seven (7) calendar days after the close of the Claim Period, the Settlement Administrator shall provide the Parties a Final Tally, which includes the value, number, and type of timely, valid, and approved Claims. The Tally shall include the amount due to the Settlement Fund in cash and the value of the Vouchers to be distributed. No later than fourteen (14) days after receipt of the Final Tally or no later than fourteen (14) days after the Effective Date, whichever is later, Cargill shall deposit the remaining cash balance into the Settlement Fund and shall approve the release of the Vouchers due.

(d) Class Counsel must approve any payment of costs or expenses under Sections 4.1(a)(i), 4.1 (a)(ii), and 4.1(b)(ii).

(e) In no circumstances shall Cargill's contribution to the Settlement Fund, which includes cash plus the value of the Vouchers and the cost of Voucher redemption as measured by the number of Vouchers distributed, exceed Five Million Dollars and No Cents (\$5,000,000.00). In no circumstances shall Cargill's contribution to the Administration Fund exceed Three-Hundred Thousand Dollars and No Cents (\$300,000.00). Thus, under this Settlement Agreement, the Parties agree that the combined cash and Voucher value of the Settlement Fund and Administration Fund encompasses the full extent of Cargill's monetary payment due under this Agreement. These payments,

pursuant to the terms and conditions of this Agreement, and any other non-monetary obligations of and considerations due from Cargill set forth in this Agreement, will be in full satisfaction of all individual and class claims asserted in this Action.

(f) Cargill and the Released Parties are not obligated (and will not be obligated) to compute, estimate, or pay any taxes on behalf of Plaintiffs, Plaintiffs' Counsel, Class Counsel, any Settlement Class Member, the Notice Administrator, or the Settlement Administrator.

(g) In the event the Effective Date does not occur, all amounts paid into the Administration Fund and the Settlement Fund, less amounts paid for claims administration and notice in accordance with Sections 4.1(a) and 4.1(b) above, shall be returned to Cargill.

4.2 Eligibility and Process for Obtaining a Cash or Voucher Payment

To be eligible for a cash or Voucher payment, a Settlement Class Member must submit a timely and valid Claim Form, which will be evaluated by the Settlement Administrator.

(a) **Claim Form Availability.** The Claim Form shall be in a substantially similar form to that attached as Exhibit A. The Claim Form will be:

(i) included on the Settlement Website to be designed and administered by the Settlement Administrator; (ii) made readily available from the Settlement

Administrator, including by requesting a Claim Form from the Settlement Administrator by mail, e-mail, or calling a toll-free number provided by the Settlement Administrator; (iii) mailed to those individuals who have directly bought Truvia Consumer Products from www.truvia.com. The Claim Form will be available for downloading on Class Counsel's website, at Class Counsel's option.

(b) **Timely Claim Forms.** Settlement Class Members must submit a timely Claim Form, which is one postmarked or submitted online before or on the last day of the Claim Period, the specific date of which will be prominently displayed on the Claim Form and Class Notice. For a non-online Claim Form, the Claim Form will be deemed to have been submitted on the date of the postmark on the envelope or mailer. For an online Claim Form and in all other cases, the Claim Form will be deemed to have been submitted on the date it is received by the Settlement Administrator.

(c) **Validity of Claim Forms.** Settlement Class Members must submit a valid Claim Form, which must contain the Settlement Class Member's name and mailing address, attestation of purchase(s) as described in Section 4.2(d), type(s) of Truvia Consumer Products purchased, and location(s) of purchase(s). On the Claim Form, Settlement Class Members must include either the estimated number of Truvia Consumer Products purchased or the estimated value of the

Truvia Consumer Products purchased. Subject to Section 4.2(g) herein, Claim Forms that do not meet the requirements set forth in this Agreement and in the Claim Form instructions may be rejected. The Settlement Administrator will determine a Claim Form's validity. Where a good faith basis exists, the Settlement Administrator may reject a Settlement Class Member's Claim Form for, among other reasons, the following:

(i) Failure to attest to the purchase of the Truvia Consumer Products, or purchase of products that are not covered by the terms of this Settlement Agreement;

(ii) Failure to provide adequate verification or additional information of the Claim pursuant to a request of the Settlement Administrator;

(iii) Failure to fully complete and/or sign the Claim Form;

(iv) Failure to submit a legible Claim Form;

(v) Submission of a fraudulent Claim Form;

(vi) Submission of Claim Form that is duplicative of another Claim Form;

(vii) Submission of Claim Form by a person who is not a Settlement Class Member;

(viii) Request by person submitting the Claim Form to pay funds to a person or entity that is not the Settlement Class Member for whom the Claim Form is submitted;

(ix) Failure to submit a Claim Form by the end of the Claim Period; or

(x) Failure to otherwise meet the requirements of this Agreement.

(d) Attestation of Purchase Under Penalty of Perjury Required.

Each Settlement Class Member shall submit a Claim Form stating to the best of his or her knowledge the total number and type of purchased Truvia Consumer Products, and location of his or her purchases. The Claim Form shall be signed under an affirmation stating the following or substantially similar language: "I declare, under penalty of perjury, that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased the Truvia Consumer Product(s) claimed above during the Class Period. I understand that my Claim Form may be subject to audit, verification, and Court review."

(e) Verification of Purchase May be Required. The Claim Form shall advise Settlement Class Members that while proof of purchase is not required to submit a Claim, the Settlement Administrator has the right to request verification or more information regarding the purchase of the Truvia Consumer

Products. If the Settlement Class Member does not timely comply or is unable to produce documents or additional information to substantiate the information on the Claim Form and the Claim is otherwise not approved, the Settlement Administrator may disqualify the Claim.

(f) **Claim Form Submission and Review.** Claimants may submit a Claim Form either by mail or electronically. The Settlement Administrator shall review and process the Claim Forms pursuant to the process described in this Agreement to determine each Claim Form's validity. Adequate and customary procedures and standards will be used by the Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims.

(g) **Claim Form Deficiencies.** Failure to provide all information requested on the Claim Form will not result in immediate denial or nonpayment of a claim. Instead, the Settlement Administrator will take all adequate and customary steps to attempt to cure the defect and to determine the Settlement Class Member's eligibility for payment and the amount of payment based on the information contained in the Claim Form or otherwise submitted, including but not limited to attempting to follow up with the Claimant to gather additional information if necessary. If the Claim Form defect cannot be cured, the Claim will be rejected.

(h) **Failure to Submit Claim Form.** Unless a Settlement Class Member opts out pursuant to Section VI, any Settlement Class Member who fails to submit a timely and valid Claim Form shall be forever barred from receiving any payment pursuant to this Agreement, and shall in all other respects be bound by all of the terms of this Agreement and the terms of the Final Order and Judgment to be entered in the Action. Based on the releases contained in the Agreement, any Settlement Class Member who does not opt out will be barred from bringing any action in any forum (state or federal) against any of the Released Parties concerning any of the matters subject to the Release.

4.3 Monetary Relief to Settlement Class Members: Payments of Cash Refunds or Eligible Product Vouchers.

(a) The relief to be provided to each Settlement Class Member who submits a timely and valid Claim Form pursuant to the terms and conditions of this Agreement shall be a Payment either in the form of (i) a cash refund or (ii) a Voucher redeemable for Eligible Products. The Settlement Class Member may choose whether he or she wants (i) a cash refund or (ii) Vouchers for Eligible Products. The amount or value of the payment will vary based on: (i) the type and number (or value) of the Truvia Consumer Products that the Settlement Class Member purchased; (ii) whether the Settlement Class Member elects to receive a cash refund or a Voucher; (iii) whether the Settlement Class Member

submits a valid Claim Form for all qualifying purchases; and (iv) the total amount of valid claims submitted.

(b) Cash refunds will be paid by the Settlement Administrator pursuant to Section 4.5, via check.

(c) Vouchers will be paid by the Settlement Administrator pursuant to Section 4.5, via a printed Voucher booklet. One Voucher may be redeemed for any Eligible Product – specifically, a 40-count box of packets of Truvia Natural Sweetener, an 80-count box of packets of Truvia Natural Sweetener, a bag of Truvia Baking Blend, or a spoonable jar of Truvia Natural Sweetener. The Voucher shall look substantially similar to the example in Exhibit E.

4.4 Monetary Relief for Settlement Class.

On the Claim Form, a Settlement Class Member must state the type of Truvia Consumer Products purchased, the location purchased, and either the number or the approximate value (not including sales taxes and/or shipping charges paid by the Settlement Class Member) of Truvia Consumer Products purchased during the Class Period. The Initial Claim Amount depends on the number and type, or value, of Truvia Consumer Products purchased as described below and in Table 1, and is subject to upward or downward adjustment pursuant to Section 4.6. In the event that the number and types of Truvia Consumer Products purchased do not correspond with the value claimed,

the Settlement Claims Administrator shall have discretion to determine Initial Claim Amount.

(a) **Tier 1:** Subject to upward or downward adjustment pursuant to Section 4.6, a Settlement Class Member who purchased Seventy-Two Dollars and No Cents (\$72.00) or more worth of Truvia Consumer Products, or twelve (12) or more Truvia Consumer Products, may choose to receive, at his or her sole election, payment of either:

(i) Seventy-Two Dollars and No Cents (\$72.00) cash refund, or

(ii) Twenty (20) Vouchers, each of which can be redeemed for a free Eligible Product. Pursuant to the terms of this Agreement, the value of the Vouchers to the Settlement Class Member is One Hundred Twenty Dollars and No Cents (\$120.00), but the Vouchers may not be redeemed for cash from Cargill or from any retailer.

(b) **Tier 2:** Subject to upward or downward adjustment pursuant to Section 4.6, a Settlement Class Member who purchased Fifty-Four Dollars and No Cents (\$54.00) up to and including Seventy-One Dollars and Ninety-Nine Cents (\$71.99) worth of Truvia Consumer Products, or nine (9) to eleven (11) Truvia Consumer Products, may choose to receive, at his or her sole election, payment of either:

(i) Fifty-Four Dollars and No Cents (\$54.00) cash refund, or

(ii) Fifteen (15) Vouchers, each of which can be redeemed for a free Eligible Product. Pursuant to the terms of this Agreement, the value of the Vouchers to the Settlement Class Member is Ninety Dollars and No Cents (\$90.00), but the Vouchers may not be redeemed for cash from Cargill or from any retailer.

(c) **Tier 3:** Subject to upward or downward adjustment pursuant to Section 4.6, a Settlement Class Member who purchased Thirty-Six Dollars and No Cents (\$36.00) up to and including Fifty-Three Dollars and Ninety-Nine Cents (\$53.99) worth of Truvia Consumer Products, or six (6) to eight (8) Truvia Consumer Products, may choose to receive, at his or her sole election, payment of either:

(i) Thirty-Six Dollars and No Cents (\$36.00) cash refund, or

(ii) Ten (10) Vouchers, each of which can be redeemed for a free Eligible Product. Pursuant to the terms of this Agreement, the value of the Vouchers to the Settlement Class Member is Sixty Dollars and No Cents (\$60.00), but the Vouchers may not be redeemed for cash from Cargill or from any retailer.

(d) **Tier 4:** Subject to upward or downward adjustment pursuant to Section 4.6, a Settlement Class Member who purchased Eighteen Dollars and No Cents (\$18.00) up to and including Thirty-Five Dollars and Ninety-Nine Cents (\$35.99) worth of Truvia Consumer Products, or three (3) to five (5) Truvia

Consumer Products, may choose to receive, at his or her sole election, payment of either:

(i) Eighteen Dollars and No Cents (\$18.00) cash refund, or

(ii) Five (5) Vouchers, each of which can be redeemed for a free

Eligible Product. Pursuant to the terms of this Agreement, the value of Vouchers

to the Settlement Class Member is Thirty Dollars and No Cents (\$30.00), but the

Vouchers may not be redeemed for cash from Cargill or from any retailer.

(e) **Tier 5:** Subject to upward or downward adjustment pursuant to Section 4.6, a Settlement Class Member who purchased less than Eighteen Dollars and No Cents (\$18.00) worth of Truvia Consumer Products, or one (1) to two (2) Truvia Consumer Products, may choose to receive, at his or her sole election, payment of either:

(i) Ten Dollars and No Cents (\$10.00) cash refund, or

(ii) Three (3) Vouchers, which can be redeemed for free Eligible

Products. The value of the Vouchers to the Settlement Class Member is Eighteen

Dollars and No Cents (\$18.00), but the Vouchers may not be redeemed for cash

from Cargill or from any retailer.

Table 1

	Settlement Class Member Reports the Approximate Value of Truvia Consumer Products Purchased As:	<i>OR</i> Settlement Class Member Reports the Number of Truvia Consumer Products Purchased As:	Initial Claim Amount to Settlement Class Member, subject to upward or downward adjustment pursuant to Section 4.6
Tier 1	\$72.00 or more	12 or more	\$72.00 Cash Refund or 20 Vouchers for Eligible Products (estimated Voucher value: \$120.00)
Tier 2	\$54.00 to \$71.99	9 to 11	\$54 Cash Refund or 15 Vouchers for Eligible Products (estimated Voucher value: \$90.00)
Tier 3	\$36.00 to \$53.99	6 to 8	\$36 Cash Refund or 10 Vouchers for Eligible Products (estimated Voucher value: \$60.00)
Tier 4	\$18.00 to \$35.99	3 to 5	\$18 Cash Refund or 5 Vouchers for Eligible Products (estimated Voucher value: \$30.00)

Tier 5	Less than \$18.00	1 to 2	\$10 Cash Refund <i>or</i> 3 Vouchers for Eligible Products (estimated Voucher value: \$18.00)
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4.5 Distribution to Authorized Settlement Class Members.

(a) The Settlement Administrator shall begin paying timely, valid, and approved Claims via first-class mail no later than thirty (30) calendar days after the Effective Date. The Settlement Administrator may begin to pay timely, valid, and approved Claims sooner upon Cargill and Plaintiffs’ Counsel’s joint direction, but not before the Effective Date.

(b) The Settlement Administrator shall have completed the payment to Settlement Class Members who have submitted timely, valid, and approved Claims pursuant to the Claim Process no later than sixty (60) calendar days after the Effective Date, whichever is later.

4.6 Insufficient or Excess Funds in the Settlement or Administration Funds.

(a) If the total amount of the timely, valid, and approved Claims submitted by Settlement Class Members exceeds the available relief, considering any fees, payments, and costs set forth in this Agreement that must also be paid

from the Settlement Fund, each eligible Settlement Class Member's Initial Claim Amount shall be proportionately reduced on a *pro rata* basis, such that the aggregate value of the cash payments, Voucher payments, and costs of redeeming the Vouchers as measured by the number of Vouchers distributed does not exceed the Settlement Fund Balance. The Settlement Administrator shall determine each authorized Settlement Class member's *pro rata* share based upon each Settlement Class Member's Claim Form and the total number of valid Claims. Accordingly, the actual amount recovered by each Settlement Class Member will not be determined until after the Claim Period has ended and all Claims have been calculated.

(b) If, after the payment of all Notice and Claims Administration, funds remain in the Administration Fund, those funds will be transferred to the Settlement Fund.

(c) If, after the payment of all valid Claims, additional Notice and Administration costs, Attorneys' Fees and Expenses, Incentive Awards, and any other claim, cost, or fee specified by this Agreement, value remains in the Settlement Fund, it shall be called the Residual Fund. Any value remaining in the Residual Fund shall increase eligible Settlement Class Members' relief on a *pro rata* basis such that Settlement Class Members are entitled to receive an increased payment constituting up to fifty percent (50%) of the Eligible Settlement Class

Member's Initial Claim Amount, consistent with his or her election on the Claim Form. The Settlement Administrator shall calculate and make this distribution.

Examples include, but are not limited to:

(i) If enough remained in the Settlement Fund to pay each Eligible Settlement Class Member fifty percent (50%) more than his or her an Initial Claim Amount and a Claimant was eligible for a Tier 3 payment and elected a cash award of Thirty-Six Dollars and No Cents (\$36.00), that Claimant would be entitled to an additional Eighteen Dollars and No Cents (\$18.00), for a total cash award of Fifty-Four Dollars and No Cents (\$54.00).

(ii) If enough remained in the Settlement Fund to pay each Eligible Settlement Class Member fifty percent (50%) more than his or her an Initial Claim Amount and a Claimant was eligible for a Tier 3 payment and elected a Voucher award of Ten (10) Vouchers, that Claimant would be entitled to an additional Five (5) Vouchers, for a total of Fifteen (15) Vouchers, which is worth Ninety Dollars (\$90.00) pursuant to this Agreement.

(d) If there are any funds remaining in the Settlement Fund Balance following the calculation pursuant to the above Section 4.6(c), including any checks that were not cashed, then, upon approval by the Court pursuant to the cy pres doctrine, the Settlement Administrator shall equally distribute the Residual Funds to the following non-profit organizations: National Consumer

Law Center and Consumer Federation of America. Affidavits from these organizations are attached at Exhibits F and G. The Residual Funds will not be returned to the Cargill. Cargill represents and warrants that any payment of Residual Funds to any charities, non-profit organizations, or government entities shall not reduce any of its donations or contributions to any entity, charity, charitable foundation or trust, and/or non-profit organization.

4.7 Injunctive Relief: Modification of Truvia Consumer Products' Labels.

Cargill agrees to make the changes described below to its labeling on its Truvia Consumer Products, beginning within ninety (90) days after the Effective Date, but shall be able to continue to sell existing inventory pursuant to Section 4.7(c). Cargill agrees to modify the content of the Truvia website, www.Truvia.com, to correspond to the labeling changes. Cargill also agrees to add the additional language described below to the FAQ page of the Truvia website to provide more information to consumers about the ingredients in Truvia as follows:

(a) **Modification to "Nature's Calorie-Free Sweetener" Tagline on Packet Boxes and Spoonable Jar Labels.** Cargill will modify the "Nature's Calorie-Free Sweetener" tagline on certain areas of its packet boxes and

spoonable jar labels, in one of two ways, in combination or alone, at Cargill's sole discretion, as follows:

(i) Option One: add an asterisk immediately following the "Nature's Calorie-Free Sweetener" tagline on the Truvia Natural Sweetener packaging, along with adding the following statement or something substantially similar on the back panel of the Truvia Natural Sweetener packaging, below the ingredients panel: "*For more information about our ingredients go to Truvia.com/FAQ." On the box of packets, this will be done on both the front of the package and the top of the package if, at Cargill's sole discretion, the "Nature's Calorie-Free Sweetener" tagline is used.

(ii) Option Two: Change the tagline "Nature's Calorie Free Sweetener" on all Truvia Natural Sweetener packaging to one of the following options, or a substantially-similar phrase: "Calorie-Free Sweetener From the Stevia Leaf," or "Calorie-Free Sweetener from Stevia," or "Calorie-Free Sweetness From the Stevia Leaf," or "Calorie-Free Sweetness from Stevia."

(iii) Under either Option One or Option Two, Cargill will also add an asterisk after any language that says "Truvia Natural Sweetener provides the same sweetness as two teaspoons of sugar." Along with that asterisk, Cargill will add the following statement or something substantially similar on back of

the Truvia Natural Sweetener packaging, below the ingredients panel: “*For more information about our ingredients go to Truvia.com/FAQ.”

(b) Other Labeling Modifications.

(i) Cargill agrees to modify the description of erythritol on all Truvia Consumer Product packaging to replace the phrase “Erythritol is a natural sweetener, produced by a natural process, and is also found in fruits like grapes and pears.” Cargill will substitute the following or substantially similar language: “Erythritol is a natural sweetener, produced by a fermentation process. Erythritol is also found in fruits like grapes and pears.”

(ii) Cargill agrees to remove the phrase “similar to making tea” on all Truvia Consumer Product packaging, but may continue to use the description of how the stevia leaves are steeped in water, as is on current packaging.

(iii) On any Truvia Consumer Product packaging that describes erythritol or how the leaves are steeped in water per Sections 4.7(b)(i) and (ii) above, Cargill will include a reference to www.Truvia.com/FAQ on the same panel or side as the description, where consumers can find further information.

(iv) On packet boxes of Truvia Natural Sweetener, Cargill agrees to put an asterisk on the side panel either, at Cargill’s sole discretion, after

the phrase about erythritol referenced above in Section 4.7(b)(i) above or after the phrase currently on the label which reads “Natural flavors complement the clean sweet taste of Truvia natural sweetener.” The asterisk will reference “*For more information about our ingredients go to Truvia.com/FAQ.” described above in Section 4.7(a)(iii).

(v) On bags of Truvia baking blend, Cargill will include an asterisk, or a similar qualifying symbol, after “Natural Ingredients” on the front of the package. The asterisk, or similar qualifying symbol, will reference “*For more information about our ingredients go to Truvia.com/FAQ.” which Cargill will place on the back of the baking blend, near the ingredient panel.

(c) For purposes of this Agreement, sales of products already in inventory prior to the Final Approval or September 1, 2014, whichever is later, shall not constitute a violation of this Agreement.

4.8 Injunctive Relief: Modification of www.Truvia.com Website.

Cargill agrees to add the following, or substantially similar, language to the FAQ page of the Truvia website to provide more information to consumers about the ingredients in Truvia:

Q. What is Truvia® natural sweetener made from?

A. Truvia® natural sweetener in packet and spoonable form contains three ingredients: erythritol, stevia leaf extract and natural flavors.

Q. What is stevia leaf extract?

A. Stevia leaf extract is born from the sweet leaves of the stevia plant, which is a member of the chrysanthemum family and is native to South America. Today it is grown primarily in China. To extract the plant's intense natural sweetness, stevia leaves are harvested and dried. The leaves are then steeped in hot water. The resulting liquid extract is filtered, purified, and dried, resulting in the crystalized stevia leaf extract. Over 200 times sweeter than sugar, stevia leaf extract is the primary sweetening ingredient in Truvia® natural sweetener, and only a tiny amount is needed to deliver its clean sweet taste.

Q. Is it true that there's only a small amount of stevia leaf extract in Truvia® natural sweetener?

A. Yes. Stevia leaf extract is more than 200 times sweeter than sugar so only a small amount is needed.

Q. What is erythritol and why does Truvia® natural sweetener contain erythritol?

A. Erythritol is the largest ingredient in Truvia® natural sweetener by weight, and is used as an ingredient to provide bulk and the sugar-like crystalline appearance and texture for Truvia® natural sweetener. The erythritol used in Truvia® natural sweetener is produced through a natural fermentation process. Fermentation is the process by which an organism metabolizes or "digests" one or more food sources to produce a desired product. Fermentation occurs naturally in a variety of different foods given the right conditions and is used to produce wine, beer and yogurt. In the case of erythritol, a natural yeast, *Moniliella pollinis*, digests a simple sugar called dextrose and other nutrients and produces erythritol. After fermentation, the erythritol is filtered and dried into crystals. Erythritol is found naturally in a variety of fruits, such as grapes and pears, as well as in mushrooms, and certain fermented foods such as soy sauce and wine.

Q. Does Truvia® natural sweetener contain GMO? Is it genetically modified?

A. No. Truvia® natural sweetener is not GMO, and does not contain any genetically modified ingredients. There are no known varieties of genetically modified stevia available anywhere in the world. The carrier for the intensely sweet stevia leaf extract is called erythritol. As described above, the erythritol used in Truvia® natural sweetener is produced by a yeast organism that is found in nature. The yeast ferments or digests dextrose and other nutrients. In other words, dextrose is the food for the yeast – much like corn may be food for a cow that produces meat or milk. The dextrose used as the feedstock for the yeast is a simple sugar that is derived from the starch component of U.S.-grown corn. Although genetically enhanced corn and non-transgenic corn are grown in the U.S. today, erythritol is not derived from corn or dextrose feedstock (just as milk is not derived from cattle feed); it is derived from the yeast organism. Erythritol is not genetically modified, and does not contain any genetically modified proteins.

Q. Is it true that the stevia leaf extract and erythritol in Truvia® natural sweetener are highly processed or made with toxic chemicals?

A. As with almost all finished food products, the journey from field to table involves some processing. The sweet components of the stevia leaf need to be extracted from the leaf, like vanilla needs to be extracted from vanilla beans. The erythritol in Truvia® is made from a natural fermentation process. Like in other finished foods, including sugar, processing aids suitable for use in food are used in the production of both stevia leaf extract and erythritol. These aids help either extract, isolate or purify components of the ingredients. Under the U.S. Food and Drug Administration regulations, our processing aids are not subject to labeling requirements because they have no technical or functional effect in the

finished food and because they are either not present or are present at only insignificant levels in the finished product.

4.9 Other Injunctive Relief Terms and Conditions.

(a) Plaintiffs and the Settlement Class agree that the agreed modifications to the labeling, marketing, and advertising of the Truvia Consumer Products are satisfactory to Plaintiffs and the Settlement Class and alleviate each and every alleged deficiency with regard to the labeling, packaging, advertising, and marketing of the Truvia Consumer Products and their ingredients (and similar deficiencies, if any, with regard to other or future Truvia products) set forth in or related to the Complaint or otherwise. This includes the allegations that Cargill's labeling and marketing of Truvia and its ingredients of erythritol and stevia leaf extract as "natural," "Truvia Natural Sweetener," "Nature's Calorie-Free Sweetener," "natural sweetness," "naturally sweet," "naturally calorie-free," "Natural Ingredients," "natural sweetener," "From Nature," "Truvia Sweetness comes from nature," "Sweet, like/as nature intended," "Honestly Sweet®," "produced by a natural process," "Naturally Sweetened with Truvia," "From nature, for sweetness," "sweetness born from the leaves of the stevia plant," "naturally sweetened with," "Calorie-Free Sweetness from the Stevia Leaf," "Calorie-Free Sweetener from the Stevia Leaf,"

“Calorie-Free Sweetness from Stevia,” “Calorie-Free Sweetener from Stevia,” and similar statements were false, deceptive, and misleading.

(b) **Expiration.** The injunctive relief requirements by which Cargill agrees to abide as part of this Settlement Agreement and as described in Sections 4.7 and 4.8 shall expire on the earliest of the following dates: (i) the date upon which there are changes to any applicable statute, regulation, pronouncement, guidance, or other law that Cargill reasonably believes would require a modification to any of the Truvia Consumer Product labeling in order to comply with the applicable statute, regulation, pronouncement, guidance, or other law; or (ii) the date upon which there are any changes to any applicable federal or state statutes or regulations that would allow Cargill to label its Truvia Consumer Products “natural” without the labeling modifications set forth in this Agreement, including but not limited to changes in U.S. Food and Drug Administration (“FDA”), Federal Trade Commission, U.S. Department of Agriculture and other governmental agencies’ regulations, guidance, or pronouncements.

4.10 Permitted Conduct.

(a) Subject to the modifications set forth in this Agreement, Cargill shall be permitted to label, market, and advertise its Truvia Consumer Products using the following language: “natural,” “Truvia Natural Sweetener,”

“Nature’s Calorie-Free Sweetener,” “natural sweetness,” “naturally sweet,” “naturally calorie-free,” “Natural Ingredients,” “natural sweetener,” “From Nature,” “Truvia Sweetness comes from nature,” “Sweet, like/as nature intended,” “Honestly Sweet®,” “produced by a natural process,” “Naturally Sweetened with Truvia,” “From nature, for sweetness,” “sweetness born from the leaves of the stevia plant,” “naturally sweetened with,” “Calorie-Free Sweetness from the Stevia Leaf,” “Calorie-Free Sweetener from the Stevia Leaf,” “Calorie-Free Sweetness from Stevia,” and “Calorie-Free Sweetener from Stevia,” and Cargill shall also be permitted to continue to use, and to license and/or permit other entities to use, the trademarks, taglines, and/or descriptors “Truvia Natural Sweetener,” “Naturally Sweetened by Truvia,” and “Nature’s Calorie-Free Sweetener,” and other similar trademarks, taglines, and descriptors.

(b) Nothing in this Agreement shall prohibit or limit Cargill’s right or ability to use or permit others to use, in accordance with all applicable laws and regulations, its licenses, logos, taglines, product descriptors, or registered trademarks.

(c) Nothing in this Agreement shall preclude Cargill from making “natural flavor” claims in accordance with applicable FDA regulations.

(d) The parties specifically acknowledge that product packaging often changes. Nothing in this Agreement shall require Cargill to continue to use

the trademarks, taglines, and descriptions described in Section 4.7(a), and nothing in this Agreement shall preclude Cargill from making further disclosures or any labeling, marketing, advertising, or packaging changes that (i) Cargill reasonably believes are necessary to comply with any changes to any applicable statute, regulation, pronouncement, guidance, or other law of any kind (including but not limited to the Federal Food, Drug and Cosmetic Act, FDA regulations, U.S. Department of Agriculture regulations, Federal Trade Commission regulations, and/or the California Sherman Food, Drug, and Cosmetic Law); (ii) are necessitated by product changes and/or reformulations to ensure that Cargill provides accurate product descriptions; or (iii) do not materially differ from the taglines and product descriptions agreed to in this Agreement .

V. NOTICE TO CLASS AND ADMINISTRATION OF PROPOSED SETTLEMENT

5.1. Duties and Responsibilities of the Settlement Administrator.

Class Counsel and Cargill recommend and retain Dahl Administration, LLC to be the Settlement Administrator for this Agreement. The Settlement Administrator shall abide by and shall administer the Settlement in accordance with the terms, conditions, and obligations of this Agreement and the Orders issued by the Court in this Action.

(a) **Class Notice Duties.** The Settlement Administrator shall, in cooperation with the Parties, be responsible for consulting on and designing the Class Notice, Summary Class Notice, and Claim Form. After the Court's Preliminary Approval of this Agreement and Appointment of the Settlement Administrator, the Settlement Administrator shall also be responsible for disseminating the Class Notice, substantially in the form as described in the Notice Plan attached as Exhibit C to this Agreement, as specified in the Preliminary Approval Order, and as specified in this Agreement. The Class Notice and Summary Class Notice will comply with all applicable laws, including, but not limited to, the Due Process Clause of the Constitution. Class Notice duties include, but are not limited to:

(i) consulting on, drafting, and designing the Class Notice, Summary Class Notice, and Claim Form. Class Counsel and Cargill's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over these Notices and Form or any changes to the Notices and Form;

(ii) developing a Notice Plan, attached as Exhibit C to this Agreement. Class Counsel and Cargill's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over this Notice Plan or changes to this Notice Plan;

(iii) implementing and arranging for the publication of the Summary Settlement Notice and Class Notice via various forms of paper and electronic media, including implementing media purchases, all in substantial accordance with the Notice Plan, attached as Exhibit C. To the extent that the Settlement Administrator believes additional or different Notice should be undertaken than that provided for in the Notice Plan, Class Counsel and Cargill's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over any additional or different Notice;

(iv) establishing and publishing a website that contains the Class Notice and related documents, including a Claim Form capable of being completed and submitted on-line. The website, including the Class Notice, shall remain available for 120 days after the Effective Date;

(v) sending the Class Notice and related documents, including a Claim Form, via electronic mail or regular mail, to any potential Settlement Class Member who so requests and sending such Class Notice and documents to the list of direct consumers provided by Cargill;

(vi) responding to requests from Class Counsel and Cargill's Counsel; and

(vii) otherwise implementing and assisting with the dissemination of the notice of the Settlement.

(b) **Notice Duties to State and Federal Officials.** No later than ten (10) calendar days after this Agreement is filed with the Court, Cargill shall mail or cause the items specified in 28 U.S.C. § 1715(b) to be mailed to each State and Federal official, as specified in 28 U.S.C. § 1715(a).

(c) **Claims Process Duties.** The Settlement Administrator shall be responsible for implementing the terms of the Claim Process and related administrative activities, including communications with Settlement Class Members concerning the Settlement, Claim Process, and the options they have. Claims Process duties include, but are not limited to:

(i) executing any mailings required under the terms of this Agreement;

(ii) establishing a toll-free voice response unit to which Settlement Class Members may refer for information about the Action and the Settlement;

(iii) establishing a post office box for the receipt of Claim Forms, exclusion requests, and any correspondence;

(iv) receiving and maintaining on behalf of the Court all correspondence from any Settlement Class Member regarding the Settlement, and forwarding inquiries from Settlement Class Members to Class Counsel or their designee for a response, if warranted;

(v) receiving and maintaining on behalf of the Court any Settlement Class Member correspondence regarding any opt-out requests, exclusion forms, or other requests to exclude himself or herself from the Settlement, and providing to Class Counsel and Cargill's Counsel a copy within five (5) calendar days of receipt. If the Settlement Administrator receives any such forms or requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel and Cargill's Counsel with copies; and

(vi) receiving and maintaining any Settlement Class Member correspondence regarding objections to the Settlement and providing to Class Counsel and Cargill's Counsel a copy of any objection correspondence within five (5) calendar days of receipt.

(d) **Claims Review Duties.** The Settlement Administrator shall be responsible for reviewing and approving Claim Forms in accordance with this Agreement. Claims Review duties include, but are not limited to:

(i) reviewing each Claim Form submitted to determine whether each Claim Form meets the requirements set forth in this Agreement and whether it should be allowed, including determining whether a Claim by any Settlement Class Member is timely, complete, and valid;

(ii) working with Settlement Class Members who submit timely claims to try to cure any Claim Form deficiencies;

(iii) using all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, maintaining a database of all Claims Form submissions;

(iv) keeping an accurate and updated accounting via a database of the number of Claim Forms received, the amount claimed on each Claim Form, the name and address of the Settlement Class Members who made the claim, the type of claim – whether cash rebate or Voucher – made, whether the claim has any deficiencies, and whether the claim has been approved as timely and valid; and

(v) otherwise implementing and assisting with the Claim review process and payment of the Claims, pursuant to the terms and conditions of this Agreement.

(e) **Periodic Updates.** The Settlement Administrator shall provide periodic updates to Class Counsel and Cargill's Counsel regarding Claim Form submissions beginning within seven (7) business days after the commencement of the dissemination of the Class Notice or the Summary Settlement Notice and continuing on a monthly basis thereafter and shall provide such an update within seven (7) days before the Final Approval Hearing. The Settlement

Administrator shall also provide such updates to Class Counsel or Cargill's Counsel upon request, within a reasonable amount of time.

(f) **Claims Payment Duties.** The Settlement Administrator shall be responsible for sending payments to all eligible Settlement Class Members with valid, timely, and approved Claims pursuant to the terms and conditions of this Agreement. Claim Payment duties include, but are not limited to:

(i) Within seven (7) days of the Effective Date, provide a report to Class Counsel and Cargill's Council calculating the amount and number of valid and timely claims that requested refunds and the amount and number of valid and timely claims that requested Vouchers, including any to be paid pursuant to the Residual Funds described in Section 4.6;

(ii) Per Sections 4.3, 4.4, and 4.5, once the Settlement Fund has been funded, sending refund checks to Settlement Claim Members who submitted timely, valid, and approved Claim Forms;

(iii) Per Sections 4.3, 4.4, and 4.5, once Cargill has provided the appropriate number and amount of Vouchers to the Settlement Administrator, the Settlement Administrator shall send the requested Vouchers to Settlement Class Members; and

(iv) Once refund and/or Voucher payments have commenced to the Settlement Class pursuant to the terms and conditions of this Agreement,

the Settlement Administrator shall provide a regular accounting to Class Counsel and Cargill's Counsel that includes but is not limited to the number and amount of claims paid and whether they were paid in cash or Vouchers.

(g) **Reporting to Court.** Not later than ten (10) calendar days before the date of the Fairness Hearing, the Settlement Administrator and Notice Administrator shall file a declaration or affidavit with the Court that: (i) includes a list of those persons who have opted out or excluded themselves from the Settlement; and (ii) describes the scope, methods, and results of the notice program.

(h) **Duty of Confidentiality.** The Settlement Administrator shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity, except to the Parties or as provided for in this Agreement or by Court Order.

(i) **Right to Inspect.** Class Counsel and Cargill's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

(j) **Failure to Perform.** If the Settlement Administrator misappropriates any funds from the Administration or Settlement Funds or

makes a material or fraudulent misrepresentation to, or conceals requested material information from, Class Counsel, Cargill, or Cargill's Counsel, then the Party who discovers the misappropriation or concealment or to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Settlement Administrator immediately be replaced. If the Settlement Administrator fails to perform adequately on behalf of the Parties, the Parties may agree to remove the Settlement Administrator. Neither Party shall unreasonably withhold consent to remove the Settlement Administrator. The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith. If unable to so resolve a dispute, the Parties will refer the matter to the Court for resolution.

VI. REQUESTS FOR EXCLUSION

6.1 Settlement Class Members may elect to opt out of the monetary portion of the Class Settlement, relinquishing their rights to monetary compensation under this Agreement. Settlement Class Members who opt out of the Settlement will not release their claims for damages that accrued during the Class Period. Settlement Class Members wishing to opt out of the Settlement must send to the Class Action Settlement Administrator by U.S. Mail a personally signed letter including their name and address, and providing a clear statement communicating that they elect to be excluded from the Settlement

Class. Any request for exclusion or opt out must be postmarked on or before the opt-out deadline date specified in the Preliminary Approval Order. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. The Class Action Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and Cargill's Counsel. The Class Action Settlement Administrator shall file a list reflecting all requests for exclusion with the Court no later than ten (10) calendar days before the Settlement Hearing.

6.2 Any potential Settlement Class Member who does not file a timely written request for exclusion as provided in the preceding Section 6.1 shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release in this Action, even if he or she has litigation pending or subsequently initiates litigation against Cargill relating to the claims and transactions released in this Action.

VII. RELEASES

7.1 Upon the Effective Date of this Class Settlement Agreement, Plaintiffs and each member of the Settlement Class, and each of their successors, assigns, heirs, and personal representatives, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,

relinquished, and discharged all Released Claims against the Released Persons. The Released Claims shall be construed as broadly as possible to effect complete finality over this litigation involving the advertising, labeling, and marketing of the Truvia Consumer Products as set forth herein.

7.2 In addition, with respect to the subject matter of this Action, by operation of entry of the Final Order and Judgment, Plaintiffs Martin and Barry and each member of the Settlement Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, expressly waive any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including, without limitation, 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.

In addition to the foregoing, by operation of entry of the Final Order and Judgment, Plaintiffs and each member of the Settlement Class shall be deemed to have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or any foreign country, and any and all

principles of common law that are similar, comparable, or equivalent in substance or intent to Section 1542 of the California Civil Code.

7.3 Plaintiffs fully understand that the facts upon which this Class Settlement Agreement is executed may hereafter be other than or different from the facts now believed by Plaintiffs and Class Counsel to be true and nevertheless agree that this Class Settlement Agreement shall remain effective notwithstanding any such difference in facts.

7.4 To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement, including but not limited to any Related Actions.

VIII. ATTORNEY'S FEES AND EXPENSES AND CLASS REPRESENTATIVE INCENTIVE AWARDS

8.1 Class Counsel agrees to make and Cargill agrees not to oppose, an application for an award of Attorney's Fees and Expenses in the Action that will not exceed an amount equal to thirty percent (30%) of the total sum of the Administration Fund and Settlement Fund of \$5,300,00.00, which is One Million Five Hundred Ninety Thousand Dollars and No Cents (\$1,590,000.00). This shall be the sole aggregate compensation paid by Cargill for Class Counsel

representing the Class. The ultimate award of Attorney's Fees and Expenses will be determined by the Court.

8.2 The Settlement Administrator shall pay the Court-approved attorneys' fees to Class Counsel within 5 days of the Effective Date. Such payment shall be in full settlement of any claim for any attorneys' fees and expenses by the Settlement Class, Plaintiff Martin, Plaintiff Barry, Class Counsel, or any other plaintiff's counsel in the Action. The parties also agree that the final order on attorneys' fees submitted to the Court for approval shall state that the maximum amount for which Cargill will be liable to all plaintiffs' counsel in the Truvia Actions combined is the amount approved by the Court, not to exceed One Million Five Hundred Ninety Thousand Dollars and No Cents (\$1,590,000.00).

8.3 Class Counsel agrees that any award of Attorneys' Fees and Expenses will be sought solely and exclusively in the Action. Class Counsel agrees that they will not seek or accept more than One Million Five Hundred Ninety Thousand Dollars and No Cents (\$1,590,000.00) in Attorneys' Fees and Expenses.

8.4 Cargill will not appeal from any order with respect to the award of Attorneys' Fees and Expenses provided that the order does not award Attorneys' Fees and Expenses in excess of the amount stated in Section 8.1.

Cargill shall have the right to appeal in the event of an award of Attorneys' Fees and Expenses in excess of such amount. Cargill shall also have the right to withdraw from the settlement in the event of an award of Attorneys' Fees and Expenses in excess of such amount.

8.5 Within ten (10) days after the Effective Date, the Settlement Fund shall pay Incentive Awards of Two Thousand Dollars and No Cents (\$2,000.00) to both Plaintiff Martin and Plaintiff Barry.

IX. NO ADMISSION OF LIABILITY

9.1 Cargill has denied and continues to deny that the labeling, advertising, or marketing of its Truvia Consumer Products is false, deceptive, or misleading to consumers or violates any legal requirement, including but not limited to the allegations that Cargill engaged in unfair, unlawful, fraudulent, or deceptive trade practices, breached an express warranty, or was unjustly enriched. Cargill is entering into this Class Settlement Agreement solely because it will eliminate the uncertainty, distraction, burden, and expense of further litigation. The provisions contained in this Class Settlement Agreement and the manner or amount of relief provided to Settlement Class Members herein shall not be deemed a presumption, concession, or admission by Cargill of any fault, liability, or wrongdoing as to any facts or claims that have been or might be alleged or asserted in the Action, or in any other action or proceeding that has

been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received into evidence or otherwise used by any person in any action or proceeding, whether civil, criminal, or administrative, for any purpose other than as provided expressly herein.

9.2 In the event that the Court does not approve this Class Settlement Agreement substantially in the form submitted (or in a modified form mutually acceptable to the Parties), or this Class Settlement Agreement is terminated or fails to become effective or final in accordance with its terms, the Plaintiffs and Cargill shall be restored to their respective positions in the Action as of the date hereof. In such event, the terms and provisions of this Class Settlement Agreement shall have no further force and effect and shall not be used in the Action or in any other proceeding or for any purpose, and the Parties will jointly make an application requesting that any Judgment entered by the Court in accordance with the terms of this Class Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

9.3 By entering into this Class Settlement Agreement, Cargill is not consenting to or agreeing to certification of the Settlement Class for any purpose other than to effectuate the settlement of the Action. The parties agree that if the Court does not approve this Class Settlement Agreement substantially in the form submitted (or in a modified form mutually acceptable to the Parties),

including, without limitation, if the Court grants a fee application that would cause the total award for Attorneys' Fees and Expenses to exceed One Million Five Hundred Ninety Thousand Dollars and No Cents (\$1,590,000.00), or if this Class Settlement Agreement is terminated or fails to become effective or final in accordance with its terms, the Truvia Actions shall proceed as if no Party had ever agreed to such settlement, without prejudice to the right of any Party to take any and all action of any kind in the Truvia Actions.

X. ADDITIONAL PROVISIONS

10.1 Plaintiffs and Class Counsel warrant and represent to Cargill that they have no intention of initiating any other claims or proceedings against Cargill, or any of its affiliates, or any entity that manufactures, distributes, or sells Truvia Consumer Products or any other product that is marketed or labeled using the Truvia brand name, and, except for the claims hereby settled, Plaintiffs and Class Counsel warrant and represent to Cargill that they have no knowledge and are not aware of any factual or legal basis for any such claims or proceedings, other than claims or proceedings that may already be pending against Cargill.

10.2 The Parties agree that the terms of the Class Settlement Agreement were negotiated at arm's length and in good faith by the Parties and

reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

10.3 The Parties and their respective counsel agree to use their best efforts and to cooperate fully with one another (i) in seeking preliminary and final Court approval of this settlement; and (ii) in effectuating the full consummation of the settlement provided for herein.

10.4 Each counsel or other person executing this Class Settlement Agreement on behalf of any Party hereto warrants that such person has the authority to do so.

10.5 This Class Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Executed counterparts shall be deemed valid if delivered by mail, courier, electronically, or by facsimile.

10.6 This Class Settlement Agreement shall be binding upon and inure to the benefit of the settling Parties (including all Settlement Class Members), their respective agents, attorneys, insurers, employees, representatives, officers, directors, partners, divisions, subsidiaries, affiliates, associates, assigns, heirs, successors in interest, and shareholders, and any trustee or other officer appointed in the event of a bankruptcy, as well as to all Released Persons as defined in Section 2.27. The waiver by any Party of a breach of this Class

Settlement Agreement by any other Party shall not be deemed a waiver of any other breach of this Class Settlement Agreement.

10.7 This Class Settlement Agreement and any exhibits attached to it constitute the entire agreement between the Parties hereto and supersede any prior agreements or understandings, whether oral, written, express, or implied between the Parties with respect to the settlement.

10.8 No amendment, change, or modification of this Class Settlement Agreement or any part thereof shall be valid unless in writing, signed by all Parties and their counsel, and approved by the Court.

10.9 The Parties to this Class Settlement Agreement each represent to the other that they have received independent legal advice from attorneys of their own choosing with respect to the advisability of making the settlement provided for in this Class Settlement Agreement, and with respect to the advisability of executing this Class Settlement Agreement, that they have read this Class Settlement Agreement in its entirety and fully understand its contents, and that each is executing this Class Settlement Agreement as a free and voluntary act.

10.10 Except as otherwise provided herein, all notices, requests, demands, and other communications required or permitted to be given pursuant to this Class Settlement Agreement shall be in writing and shall be delivered

personally, by facsimile, by e-mail, or by overnight mail, to the undersigned counsel for the Parties at their respective addresses.

10.11 The titles and captions contained in this Class Settlement Agreement are inserted only as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Class Settlement Agreement or the intent of any of its provisions. This Class Settlement Agreement shall be construed without regard to its drafter, and shall be construed as though the Parties participated equally in the drafting of this Class Settlement Agreement.

10.12 The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Class Settlement Agreement and the Parties to the Class Settlement Agreement submit to the jurisdiction of the Court for those purposes.

10.13. To the extent Class Counsel wishes to issue any general or public communication about the settlement, any such public statement shall be limited to publically available information and documents filed in this action and/or in a form mutually agreed upon by Class Counsel and Cargill's Counsel.

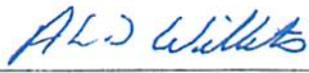
IN WITNESS WHEREOF, Cargill, Incorporated, and Molly Martin and Lauren Barry, on behalf of themselves and all others similarly situated, intending to be legally bound hereby, have duly executed this Class Settlement Agreement as of the date set forth below, along with their counsel.

Dated: 9/19/13

By: 

Jan M. Conlin, Esq.
Robins, Kaplan, Miller & Ciresi, L.L.P.
Attorneys for Cargill, Incorporated

Dated: 9/19/13

By: 

Alan Willits
Defendant Cargill, Incorporated
President, Business Unit Leader, Cargill
Corn Milling North America

Dated: _____

By: _____

Melissa Wolchansky, Esq.
Halunen & Associates
Attorneys for Plaintiffs Martin and
Barry and for the Settlement Class
Members

Dated: _____

By: _____

Kim Richman, Esq.
Reese Richman LLP
Attorneys for Plaintiffs Martin and
Barry and for the Settlement Class
Members

intending to be legally bound hereby, have duly executed this Class Settlement Agreement as of the date set forth below, along with their counsel.

Dated: _____

By: _____

Jan M. Conlin, Esq.
Robins, Kaplan, Miller & Ciresi, L.L.P
Attorneys for Cargill, Incorporated

Dated: _____

By: _____

Alan Willits
Defendant Cargill, Incorporated
President, Business Unit Leader, Cargill
Corn Milling North America

Dated: 9/19/13

By: _____

Melissa Wolchansky, Esq.
Halunen & Associates
Attorneys for Plaintiffs Martin and
Barry and for the Settlement Class
Members

Dated: September 19, 2013

By: _____

Kim Richman, Esq.
Reese Richman LLP
Attorneys for Plaintiffs Martin and
Barry and for the Settlement Class
Members

Dated: 9/19/13

By: Molly Martin
Plaintiff Molly Martin

Dated: _____

By: _____
Plaintiff Lauren Barry

Dated: _____

By: _____

Plaintiff Molly Martin

Dated: September 19, 2013

By:  _____

Plaintiff Lauren Barry

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

<p>MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>CARGILL, INCORPORATED,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 13-cv-2563 (RHK/JJG)</p> <p style="text-align: center;">ATTACHMENT TO THE CLASS SETTLEMENT AGREEMENT</p>
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EXHIBIT A

Section III – Purchase and Product Information

Based upon the information below, I elect to receive either a cash refund or Vouchers for free products (*check one*).

Class Members may elect to receive either a cash refund or Vouchers. Each Voucher can be redeemed for one Eligible Truvia Natural Sweetener products. Eligible Products for Voucher redemption are the 40-count and 80-count packages of Truvia Natural Sweetener packets, and any size of the Truvia Natural Sweetener spoonable jar and baking blend. The value of the cash refund and Vouchers vary according to the amount or quantity purchased as listed in this table:

	Approximate Value Purchased	Number of Products Purchased	Cash Refund or Vouchers Value
Tier 1	More than \$72.00	12 or more	\$72.00 Cash Refund <i>or</i> 20 Vouchers (est. value: \$120.00)
Tier 2	\$54.00 to \$71.99	9 to 11	\$54.00 Cash Refund <i>or</i> 15 Vouchers (est. value: \$90.00)
Tier 3	\$36.00 to \$53.99	6 to 8	\$36.00 Cash Refund <i>or</i> 10 Vouchers (est. value: \$60.00)
Tier 4	\$18.00 to \$35.99	3 to 5	\$18.00 Cash Refund <i>or</i> 5 Vouchers (est. value: \$30.00)
Tier 5	Less than \$18.00	1 to 2	\$10.00 Cash Refund <i>or</i> 3 Vouchers (est. value: \$18.00)

Section IV – Required Affirmation

With my signature below I declare, under penalty of perjury, that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased the Truvia Consumer Product(s) claimed above during the Class Period of July 1, 2008 to [date of Preliminary Approval Order]. I understand that my Claim Form may be subject to audit, verification, and Court review.

SIGNATURE: _____

DATE: _____

Note: The Settlement Administrator has the right to request verification or more information regarding the claimed purchase of Truvia Natural Sweetener products. If the Class Member does not timely comply or is unable to produce documents or information to substantiate the Claim Form and the Claim is otherwise not approved, the Settlement Administrator may disqualify the Claim.

**All Claim Forms must be postmarked if mailed or electronically submitted online
by February 13, 2014, to:**

TRUVIA SETTLEMENT ADMINISTRATOR **OR** at www.TruviaSweetenerLawsuit.com.
C/O DAHL ADMINISTRATION
PO BOX 3614
MINNEAPOLIS MN 55403-0614

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

<p>MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>CARGILL, INCORPORATED,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 13-cv-2563 (RHK/JJG)</p> <p style="text-align: center;">ATTACHMENT TO THE CLASS SETTLEMENT AGREEMENT</p>
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EXHIBIT B

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

**A class action settlement
involving Truvia® Natural Sweetener
may provide benefits to those who qualify.**

*A court authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued.*

If you are a Class Member, your legal rights are affected whether you act or don't act.

PLEASE READ THIS NOTICE AND THE ENCLOSED CLAIM FORM CAREFULLY.

- You may be a class member in a proposed settlement class of purchasers of Truvia Natural Sweetener consumer products and may be entitled to participate in the proposed settlement. The United States District Court for the District of Minnesota (the "Court") has ordered the issuance of this notice in a lawsuit entitled *Martin and Barry, et al. v. Cargill, Inc.* ("*Martin v. Cargill*"). Defendant Cargill denies any wrongdoing in this lawsuit. The Court has not ruled on the merits of Plaintiffs' claims.
- You may be eligible for Vouchers for free Truvia Natural Sweetener products or a cash refund if you qualify and timely submit a valid Claim Form.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to get Vouchers for free Truvia Natural Sweetener products or a cash refund under the settlement. You must submit a Claim Form to the Settlement Administrator to be eligible to receive money or Vouchers from the settlement.
EXCLUDE YOURSELF	Get no Vouchers for free products and no cash refund. This is the only option that allows you to ever be a part of any other lawsuit against Defendant about the legal claims in this case.
OBJECT	Write to the Court about why you don't like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no Vouchers for products and no cash refund, and give up your legal rights.

- These rights and options, **and the deadlines to exercise them**, are explained in this Notice.
- The Court in charge of *Martin v. Cargill* still has to decide whether to approve the settlement of this case. Distribution of Vouchers for free Truvia Natural Sweetener products and cash payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

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- 1. Why was this Notice issued?
- 2. Which company is part of the settlement?
- 3. What is this lawsuit about?
- 4. Why is this a class action?
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- 9. What does the settlement provide?
- 10. Which Eligible Products can be redeemed with a Voucher?
- 11. Are there any other limitations that apply to the Voucher?
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- 13. How can I get a cash refund or Voucher?
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- 16. How do I get out of the settlement?
- 17. If I don't exclude myself, can I sue Defendant for the same thing later?
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- 19. Do I have a lawyer in the case?
- 20. How will the lawyers be paid?

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- 21. How do I tell the Court that I don't like or object to the settlement?
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- 23. When and where will the Court decide whether to approve the settlement?
- 24. Do I have to come to the Hearing?
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BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about a proposed settlement of this class action, including the right to make a claim for Vouchers for free Truvia Natural Sweetener products or a cash refund, and about all of your options, before the Court decides whether to give “final approval” to the settlement. If the Court approves the parties’ Class Settlement Agreement (“Settlement Agreement”), and after any objections and appeals are resolved, Vouchers or cash refunds will be distributed to those who qualify and submit a valid claim.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available under the settlement, who is eligible for them, and how to get them.

Judge Richard H. Kyle of the United States District Court for the District of Minnesota is overseeing this class action. This case is known as *Molly Martin and Lauren Barry, et al. v. Cargill, Inc.*, Civil Action No. 0:13-cv-02563. The persons who sued are called the Plaintiffs, and the company they sued is called the Defendant.

2. Which company is part of the settlement?

This settlement involves Cargill, Inc. (“Cargill”). This Notice also sometimes refers to Cargill as “Defendant.”

3. What is this lawsuit about?

The lawsuit challenges the labeling and marketing of Cargill’s Truvia Natural Sweetener products. Plaintiffs allege that they purchased Truvia Natural Sweetener products and were misled by statements on the labels describing the Truvia Consumer Products and their ingredients—including stevia leaf extract and erythritol—as “natural.” Plaintiffs allege that the Truvia Natural Sweetener products they purchased were not “natural” because they contained ingredients that were “highly processed” and/or derived from genetically modified organisms (“GMOs”) and that the descriptions of the products, and of the ingredients of which these products were made, were inaccurate or misleading. Plaintiffs allege Cargill violated several Minnesota and California consumer protection laws as well as the breach-of-warranty laws of various states. Plaintiffs’ lawsuit sought money damages and certain changes in the labeling of Truvia Natural Sweetener products and sought to represent a nationwide class of consumers who purchased these products.

Cargill vigorously denies that its marketing, advertising, and/or labeling of Truvia Consumer Products is false, deceptive, or misleading to consumers or violates any laws. Cargill believes that its Truvia Natural Sweetener products are truthfully described as “natural” and are easily distinguishable from other artificial, zero-calorie sweeteners on the market.

4. Why is this a class action?

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Molly Martin and Lauren Barry) sue on behalf of people who have similar claims. The people together are a “Class” or “Class Members.” One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the settlement.

5. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant, and has not found that Cargill did anything wrong. Cargill does not admit any wrongdoing. Instead, both sides agreed to a settlement. That way, the parties avoid the risk and cost of a trial, and the people affected will get compensation. The Class Representatives and Class Counsel think that the settlement is in the best interest of the Class and that the settlement is fair, adequate, and reasonable. ***The settlement does not mean that Cargill did anything wrong. No trial has occurred, and no determinations on the merits of the claims have been made.***

WHO IS IN THE SETTLEMENT

To see if you are eligible under this settlement, you first have to decide if you are a member of the Class, as explained below.

6. How do I know if I am part of the settlement?

The Class includes all persons who, from July 1, 2008, through [date of Preliminary Approval Order] (the “Class Period”) resided in the United States and purchased in the United States any of the Truvia Natural Sweetener products for their household use or personal consumption and not for resale.

See Question 7 below for exceptions to the Class definition. Also, a complete definition of the Settlement Class can be found at Paragraph __ of the Order Preliminarily Approving the Class Action Settlement (available at www.TruviaSweetenerLawsuit.com).

7. Are there exceptions to being included?

Excluded from the Settlement Class are:

- (a) Cargill’s board members or executive-level officers, including its attorneys;
- (b) governmental entities;
- (c) the Court presiding over this settlement, the Court’s immediate family, and the Court staff;
- (d) any person that timely and properly excludes himself or herself from the Settlement Class; and
- (e) any person who bought Truvia Natural Sweetener for resale or for a use other than individual or household use.

8. I’m not sure if I am included.

If you are not sure whether you are included, you can get free help. You can call the Settlement Administrator toll-free at 1-___-___-___; send an e-mail to mail@TruviaSweetenerLawsuit.com; or visit www.TruviaSweetenerLawsuit.com for more information. Or you can fill out and return the Claim Form enclosed with this Notice or submit a Claim electronically at the website listed above to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

9. What does the settlement provide?

The settlement provides that Class Members who submit a timely and valid claim form will receive a cash refund valued at up to \$72.00 or Vouchers valued at up to \$120.00. Each Voucher can be redeemed for one free Eligible Product.

10. Which Eligible Products can be redeemed with a Voucher?

A Voucher can be redeemed for 40-count or 80-count packages of Truvia Natural Sweetener packets or any size Truvia Natural Sweetener spoonable jars and baking blends.

11. What amount of cash refund or Voucher value can I receive?

The value of the cash refund or Voucher for which a Class Member is eligible depends upon the number and type, or value, of the Truvia Natural Sweetener products that the Class Member purchased. See the table below:

Tier	Approximate Value of Truvia Consumer Products Purchased	<i>OR</i> Number of Truvia Consumer Products Purchased	Maximum Initial Claim Amount (subject to adjustment)
Tier 1	\$72.00 or more	12 or more	\$72.00 Cash Refund <i>or</i> 20 Vouchers (est. value: \$120.00)

Tier 2	\$54.00 to \$71.99	9 to 11	\$54.00 Cash Refund <i>or</i> 15 Vouchers (est. value: \$90.00)
Tier 3	\$36.00 to \$53.99	6 to 8	\$36.00 Cash Refund <i>or</i> 10 Vouchers (est. value: \$60.00)
Tier 4	\$18.00 to \$35.99	3 to 5	\$18.00 Cash Refund <i>or</i> 5 Vouchers (est. value: \$30.00)
Tier 5	Less than \$18.00	1 to 2	\$10.00 Cash Refund <i>or</i> 3 Vouchers (est. value: \$18.00)

12. What else has Cargill agreed to do in this settlement?

Cargill firmly believes that its marketing, labeling, and advertising of Truvia Natural Sweetener has been accurate and truthful. In addition to agreeing to pay for cash refunds or Vouchers for eligible Class Members who submit valid and timely Claim Forms, however, Cargill has also agreed to make certain changes to the labels of its Truvia Natural Sweetener products and to add language to the www.Truvia.com website to further describe the ingredients in these products. More information about these changes is available in Section 4.7 and 4.8 of the Settlement Agreement, which is available at www.TruviaSweetenerLawsuit.com.

**HOW YOU GET A CASH REFUND OR VOUCHERS FOR FREE PRODUCTS –
SUBMITTING A CLAIM FORM**

13. How can I get a cash refund or Vouchers for free products?

To be eligible to receive Vouchers for free Truvia Natural Sweetener products or a cash refund, you must submit a valid and timely Claim Form. A Claim Form is included with this mailing. You may also get a Claim Form on the Internet at www.TruviaSweetenerLawsuit.com, by calling 1-___-___-___, by sending an e-mail to mail@TruviaSweetenerLawsuit.com, or by requesting a Claim Form by mail at the address below.

You should read the instructions on the Claim Form carefully and fill out the entire Claim Form. You'll need to include your full name, mailing address, telephone number, type of Truvia Natural Sweetener product(s) purchased, location of purchase(s), and an attestation under penalty of perjury that you purchased the products(s) between July 1, 2008, and November 15, 2013.

The Claim Form must be submitted online or, if mailed, postmarked **no later than February 13, 2014**. If you are submitting your Claim Form by mail, send it to the following address:

Truvia Settlement Administrator
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

Do not send a copy of the Claim Form to the Court, the Judge, or the Defendant. If you mail your Claim Form so that it is not received by the deadline, you will not be eligible to receive any Vouchers or cash refunds from this settlement. It is recommended that you keep a copy of the completed Claim Form.

The Settlement Administrator may request verification of the Truvia Natural Sweetener product purchase(s) you claim. This may include a request for purchase documentation. If you don't comply with a request for verification, the Settlement Administrator may deny your Claim.

14. When will I get my cash refund or Voucher?

The cash refunds and Vouchers for free products will be mailed to eligible Class Members who submit valid and timely Claim Forms after the claims period has expired and the Court has granted "final approval" of the settlement and after any appeals are resolved.

The Court will hold a hearing on _____ at _____. to decide whether to approve the settlement (see the section below titled "The Court's Final Approval Hearing"). If Judge Kyle approves the settlement, there may be appeals. Resolving any appeals that are made can take a long time. Please be patient. Please check the settlement website, www.TruviaSweetenerLawsuit.com, for updates and other important information about the settlement. You may also call 1-____-____-____ toll-free or send an e-mail to mail@TruviaSweetenerLawsuit.com for settlement updates.

15. What am I giving up if I get a cash refund or Vouchers or if I do nothing and stay in the Class?

Unless you exclude yourself, you are staying in the Class, and cannot sue or be part of any other lawsuit against Defendant about the legal claims asserted in this case. And, unless you exclude yourself, all of the Court's orders will apply to you and legally bind you. If you submit a Claim Form, or simply stay in the Class, you will have agreed to release and discharge all claims against Cargill, as described in Section VII of the Settlement Agreement.

A complete copy of the Settlement Agreement can be obtained at www.TruviaSweetenerLawsuit.com, or by calling 1-____-____-____ toll-free. The Settlement Agreement specifically describes the Released Claims in necessarily accurate legal terminology. Speak with Class Counsel (see the section below on "The Lawyers Representing You") or your own lawyer if you have questions about the Released Claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a cash refund or Vouchers from this settlement, but you want to keep the right to sue Defendant on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself or is sometimes referred to as "opting out" of the Class.

16. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter to the Settlement Administrator by U.S. Mail including a clear statement that you want to be excluded from the *Martin v. Cargill* settlement.

Be sure to include your name, address, telephone number, and your signature. You must sign the exclusion.

You must mail your exclusion request, **postmarked no later than January 14, 2014**, to:

Truvia Settlement Administrator
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

You can't exclude yourself by telephone, by e-mail, or on the website. If you ask to be excluded, you will not get a cash refund or any Vouchers from the settlement, and you cannot object to the settlement or intervene in the case. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendant.

17. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the any of the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

Remember, the deadline to postmark your exclusion request is **January 14, 2014**.

18. If I exclude myself, can I get a cash refund or Vouchers from this settlement?

No. If you exclude yourself, do not send in a Claim Form to ask for a cash refund or Vouchers for free products.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

The Court has appointed the following attorneys and law firms to represent you and other Class Members:

Clayton D. Halunen
Melissa W. Wolchansky
Halunen & Associates
80 South 8th Street, Suite 1650
Minneapolis, MN 55402

Kim E. Richman
Reese Richman LLP
875 Avenue of the Americas, 18th Floor
New York, NY 10001

These lawyers are called Class Counsel. You will not be charged for services performed by Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

Class Counsel will ask the Court to approve a payment of up to \$1,590,000 for attorneys' fees and expenses. Class Counsel will also ask for a payment of \$2,000 each to Plaintiffs Molly Martin and Lauren Barry for their services as Class Representatives. The Court may award less than these amounts. Defendant has agreed not to oppose the request for fees and expenses up to these amounts. The Defendant will also pay all costs to administer the settlement.

OBJECTING TO THE SETTLEMENT

If you are a Class Member and do not exclude yourself, you can tell the Court that you don't agree with the settlement or some part of it.

21. How do I tell the Court that I don't like or object to the settlement?

If you're a Class Member and you don't exclude yourself from the settlement, you can object to the proposed settlement if you don't like it. You must stay in the Settlement as a Class Member to submit an objection.

You can give reasons why you think the Court should not approve the settlement. The Court will consider your views. To object, you must

(a) **file** your objection with the Court **no later than January 14, 2014** at the following address:

Address of Court to Send Objections to Settlement:

Civil Action No. 0:13-cv-02563
United States District Court
District of Minnesota
316 North Robert Street
772 Federal Building
St. Paul, MN 55101;

and (b) mail a copy of your objection to the designated Class Counsel and the Settlement Administrator, listed below, so that it is **postmarked by January 14, 2014:**

**Address of Designated Class Counsel to Send
Copy of Objections to Settlement:**

Melissa W. Wolchansky
Halunen & Associates
80 South 8th Street, Suite 1650
Minneapolis, MN 55402

**Address of Truvia Settlement
Administrator to Send Copy of
Objections to Settlement:**

Truvia Settlement Administrator
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

Your objection must state your: (i) full name and current address; (ii) the date and location of your purchase(s) of the Truvia Consumer Products; (iii) a written statement of objections, as well as the specific reason(s), if any, for each objection, including any legal and factual support the Settlement Class Member wishes to bring to the Court's attention; (iv) any evidence or other information the Settlement Class Member wishes to introduce in support of the objections; (v) a statement of whether the Settlement Class Member intends to appear and argue at the Fairness Hearing; and (vi) your signature. With your objection, you must provide copies of any documents you intend to rely upon, the names and addresses of any witnesses who will appear at the hearing, and the name of any counsel representing you as an objector. If you intend to appear personally at the Final Approval Hearing, you must include with the objection a notice of your intention to appear at the hearing.

Only persons in the Class who have filed and served valid and timely notices of objection shall be entitled to be heard at the Final Approval Hearing. See Question 25 below.

22. What's the difference between objecting and excluding yourself?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object, because the case no longer affects you. If you object and the Court approves the settlement anyway, you will still be legally bound by the result. You can still complete and submit a valid and timely Claim Form to be eligible for the cash refund or Vouchers for free products if you file an objection.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing called a "Final Approval Hearing" (also known as a "Fairness Hearing") to decide whether to approve the settlement. If you have not excluded yourself from the settlement, you may attend the Final Approval Hearing and you may ask to speak by complying with the procedures in Question 21, but you don't have to.

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

The Court will hold a Final Approval Hearing to decide whether to finally approve the proposed settlement. You may attend and you may ask to speak, but you don't have to do either one.

The Final Approval Hearing will be on _____ before Judge Richard H. Kyle, at 316 North Robert Street, 772 Federal Building in St. Paul, Minnesota.

At this Hearing, the Court will consider whether the proposed settlement and all of its terms are adequate, fair, and reasonable. If there are objections, the Court will consider them. The Court may listen to people who have asked for permission to speak at the Hearing and complied with the other requirements for objections explained in Question 21 above. The Court may also decide how much to award Class Counsel for fees and expenses for representing the Class and whether and how much to award the Class Representative for representing the Class.

At or after the Hearing, the Court will decide whether to finally approve the proposed settlement. There may be appeals after that. We do not know how long these decisions will take.

The Court may change deadlines listed in this Notice without further notice to the Class. To keep up on any changes in the deadlines, please contact the Settlement Administrator or review the settlement website, www.TruviaSweetenerLawsuit.com.

24. Do I have to come to the Hearing?

No. Class Counsel will answer any questions asked by the Court. But, you are welcome to come at your own expense. If you intend to have a lawyer appear on your behalf at the Final Approval Hearing, your lawyer must enter a written notice of appearance of counsel with the Clerk of the Court no later than _____, and you must comply with all of the requirements explained above in Question 21.

If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time and complied with the other requirements for a proper objection, the Court will consider it.

25. May I speak at the Hearing?

If you submitted a proper written objection to the settlement, you or a lawyer acting on your behalf may speak at the Hearing. To do so, you must send a Notice of Intention to Appear and follow the procedures set out above in Question 21. Your Notice of Intention to Appear must be filed with the Court no later than _____. You must also copy the designated Class Counsel and Settlement Administrator on your Notice of Intention to Appear. See Question 21 for the addresses. You cannot speak at the Hearing if you exclude yourself.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you do nothing, you will get no cash refund and no Vouchers for free products from this settlement, and you will be legally bound by the Court's decisions in this settlement. Unless you exclude yourself, you won't be able to sue or be part of any other lawsuit against the Defendant about the legal issues in this case, ever again.

GETTING MORE INFORMATION

27. How do I get more information about the settlement?

You may obtain additional information by:

- Calling the Settlement Administrator toll-free at 1-___-___-_____.
- E-mailing the Settlement Administrator at mail@TruviaSweetenerLawsuit.com.
- Writing to the Settlement Administrator at the following address:

Truvia Settlement Administrator
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

- Visiting the settlement website, www.TruviaSweetenerLawsuit.com, where you will find answers to frequently asked questions about the settlement, a Claim Form, settlement documents, plus other information to help you.
- Reviewing legal documents that have been filed with the Clerk of Court in this lawsuit at the Court offices provided in Question 21 during regular office hours.
- Contacting Class Counsel listed in Question 19 above.

PLEASE DO NOT CALL THE JUDGE OR THE COURT CLERK TO ASK QUESTIONS ABOUT THIS LAWSUIT OR NOTICE.

THE COURT WILL NOT RESPOND TO LETTERS OR TELEPHONE CALLS. IF YOU WISH TO ADDRESS THE COURT, YOU MUST FILE AN APPROPRIATE PLEADING OR MOTION WITH THE CLERK OF THE COURT IN ACCORDANCE WITH THE COURT'S USUAL PROCEDURES.

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

<p>MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>CARGILL, INCORPORATED,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 13-cv-2563 (RHK/JJG)</p> <p style="text-align: center;">ATTACHMENT TO THE CLASS SETTLEMENT AGREEMENT</p>
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EXHIBIT C

notice plans for more than 300 class actions involving securities, product liability, fraud, property, employment and discrimination. I have experience in all areas of settlement administration including notification, claims processing and distribution. I have also served as a Distribution Fund Administrator for the U.S. Securities and Exchange Commission.

3. A true and correct copy of Dahl's firm background is attached hereto as Exhibit 1.

4. Mark Fellows from Dahl's Media Notice team and I designed the Notice Plan for the Settlement in the above-captioned action. I am responsible for directing Dahl's execution of the Notice Plan.

5. This affidavit describes (a) the methodology used to create the proposed Notice Plan; (b) the proposed Notice Plan; (c) the Notice design; (d) the direct mailed Notice; (e) published print Notice; (f) the web-based Notice; (g) web-based Notice targeted using keyword search terms; (h) web-based Notice targeted using social media interest areas; (i) earned media; (j) the toll-free helpline; and (k) the Settlement website.

METHODOLOGY

6. Working with our media partner, FRWD, Mark Fellows and I designed a Notice Plan that utilizes mail, print, and web-based media to reach Settlement Class Members. In formulating the Notice Plan, we took account of the powerful data showing that individuals now spend far more time seeking and consuming information on the Internet than from print sources, and we will employ

sophisticated methods of reaching and exposing Settlement Class Members to the Notice that are available to marketers in the digital, online sphere.

7. A true and correct copy of the Affidavit of John Grudnowski, the founder and CEO of FRWD, is attached hereto as Exhibit 2.

8. The Affidavit of John Grudnowski provides detailed information regarding online advertising in general and describes in detail the digital component of the Notice Plan for this Settlement.

9. The proposed Notice Plan uses the methods that have been and are currently used by the nation's largest advertising media departments to target and place billions of dollars in advertising. These methods include both print placement of the Notice and the sophisticated targeting capabilities of digital marketing technologies to meet and reach Settlement Class Members at the websites they visit most frequently.

PROPOSED NOTICE PLAN

10. The objective of the proposed Notice Plan is to provide notice of the Proposed Settlement to members of the Proposed Settlement Class ("Settlement Class Members" or "Class") that satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure.

11. I understand that the Settlement Class Members generally are persons who reside in the United States and purchased in the United States any Truvia Consumer Products for their household use or personal consumption and not for resale, between July 1, 2008 and the date the Court issues an order preliminary

approving the Settlement. It is not possible to determine the exact Class size, but Defendant Cargill, Incorporated (“Cargill”) estimates that membership in the Settlement Class may include approximately five million persons.

12. Dahl met with Cargill representatives to determine the characteristics of the Settlement Class. Based on information provided, this Notice Plan has been aligned with the targeting done by the Truvia Natural Sweetener brand using the same channels and segmentation. Consistent with the characteristics of the Settlement Class as identified by Cargill, Dahl targeted adults aged 25–54, noting that Class membership skews somewhat toward the older (45–55) end of this range. Demographically, the Settlement Class is estimated to be 64% female and 36% male, with an estimated average household income of over \$78,000. Approximately 72% of the Class is married and 54% of the Class has children. From a psychographic perspective, while Truvia Natural Sweetener products are nationally distributed through all retail grocery channels, Truvia consumers – and thus potential Settlement Class Members – shop more often at Target stores than an average consumer. Websites commonly visited by Settlement Class Members include ESPN.com, HGTV.com, FoodNetwork.com, and WeightWatchers.com. Using the demographic and psychographic information above, we have designed this Notice Plan to target print publications, a selection of websites, relevant search interest keywords, and specific social media interest areas that match the characteristics of the Settlement Class.

13. Since the names and addresses for most Settlement Class Members are not readily available, providing notice directly to every Settlement Class Member by mail is not a reasonable or feasible option, though we will provide written notice to the potential Settlement Class Members for whom we have addresses per paragraph 16 below.

14. We have designed a Notice Plan that includes eight elements:

- a. Direct mail Notice to any potential Settlement Class Members that can be identified from Cargill's records;
- b. Published Notice through the use of paid print media;
- c. Web-based Notice using paid banner ads on targeted websites;
- d. Additional web-based Notice using "keyword" searches displaying banner ads;
- e. Social media ads targeting relevant interest areas;
- f. National earned media through the issuing of a press release distributed nationwide through PR Newswire;
- g. A dedicated, informational website through which Settlement Class Members can obtain more detailed information about the Settlement and access case documents; and
- h. A toll-free telephone helpline by which Settlement Class Members can obtain additional information about the Settlement and request a copy of the Notice.

15. The Notice Plan has been designed to obtain over 147 million individual print and digital impressions targeted to approximately 28 million persons in order to achieve sufficient scale and impression frequency to target the estimated approximately five million Settlement Class Members. Coverage and exposure will be further increased by the earned media campaign, the website, and the toll-free helpline.

16. At the conclusion of the Notice Plan, Dahl will provide a final report verifying implementation of the Notice Plan and provide the final reach and frequency results.

NOTICE DESIGN

17. Rule 23(c)(2) of the Federal Rules of Civil Procedure requires that class action notices be written in “plain, easily understood language.” The proposed Notices have been designed to be noticed, read, and understood by potential Settlement Class Members. Both the Summary Notice and the Long Form Notice, which will be available to those who call the toll-free helpline or visit the website, contain substantial, easy-to-understand descriptions containing all key information about the Settlement and Settlement Class Members’ rights and options. A copy of the proposed Summary Notice is attached to the Settlement Agreement as Exhibit D. A copy of the proposed Long Form Notice is attached to the Settlement Agreement as Exhibit B.

DIRECT MAILED NOTICE

18. Upon Preliminary Approval, Cargill will provide Dahl with the names and addresses for approximately 3,000 individual direct purchasers who are potential Settlement Class Members. Dahl will mail a Long-Form Notice and Claim Form to each of these individuals.

PRINT PUBLICATION NOTICE

19. The print component of the Notice Plan will include a one-third page Summary Notice (5" x 5") inserted once into *People Magazine* and a one-eighth page Summary Notice (5.36" x 5.5") inserted once into *USA Today*. *People* has a total national circulation of approximately 3,475,000 with a readership of approximately 42 million. It reaches one in four adult consumers, one in four mothers, and more relatively affluent adults than any other magazine. With a readership median age of 44.6 years and median household income of over \$67,000, *People* is the best match among national print publications to the characteristics of this Settlement Class. *USA Today* has a national circulation of 1,662,766 with a readership of over 3 million. As the largest daily print circulation publication in the U.S., and with a median readership age of 50 and median household income over \$89,000, *USA Today* is an excellent complement to *People* in ensuring that the proposed Media Plan reaches the target audience.

WEB-BASED NOTICE

20. To reach as many of the estimated 5 million Settlement Class Members as possible, a web-based notice campaign utilizing banner-style notices

with a link to the Settlement website will supplement the print notice. Banner notices measuring 728 x 90 pixels and 300 x 250 pixels will appear on a subset of two groups of websites known as the FRWD Reach Channel and Foodie Sites. The Reach Channel provides placements across the top 2,000 most trafficked websites, and provides the ability to reach 95% of the Settlement Class. The Foodie Sites group provides placement across the top food and related websites and provides higher-impact and more contextually-relevant placements with regard to this Settlement Class. The banner notices will run on websites when the site's demographics match our target audience.

21. A true and correct list of the website domains that are included in the FRWD Reach Channel and Foodie Sites and will be utilized in this notice campaign is attached hereto as Exhibit 3.

22. True and correct samples of the banner ads that will be placed are attached hereto as Exhibit 4.

23. The Grudnowski Affidavit attached as Exhibit 2 provides more detailed information about the technologies and methods that we will use to implement and track this component of the Notice Plan.

USING KEYWORD SEARCH TERMS

24. The proposed Notice Plan will include banner ads targeted to display in response to the entry of specific keywords related to the Truvia Consumer Products and other similar products and interests on major search engine websites, including the keywords "Truvia," "Stevia," "Cargill," and other similar words.

USING SOCIAL MEDIA INTEREST AREAS

25. The proposed Plan will include banner ads that will be displayed to users of the Facebook social media network. These banner ads will appear on Facebook web pages displayed to Facebook users who have previously expressed interest using Facebook “Likes” and otherwise in areas such as “Truvia,” “Stevia,” “Sweet & Low,” “Purevia,” “Sugar Substitute,” etc. In previous notification plans, this method of targeting has led to significant increases in overall claims.

EARNED MEDIA

26. The proposed Notice Plan will also include earned media to supplement the paid media portion of the Plan and will be targeted to a national audience. “Earned media” refers to promotional efforts outside of direct, paid media placement. The earned media efforts will provide additional notice of the Settlement to potential Settlement Class Members, though the effect is not measurable as it is with the impressions accumulated with the paid media portion of the Notice campaign.

27. Concurrent with the launch of the print and online Notices, Dahl will release a national press release via PR Newswire. The press release will be distributed by PR Newswire to 5,815 newspapers, television stations, radio stations and magazines. In addition, PR Newswire will send the press release to approximately 5,400 websites and online databases, including all major search engines.

28. A true and correct copy of the text of the proposed press release is attached hereto as Exhibit 5.

TOLL-FREE HELPLINE

29. Prior to the launch of the print and web-based media campaigns, Dahl will also establish a toll-free Settlement helpline to assist potential Settlement Class Members and any other persons seeking information about the Settlement. The helpline will be fully automated and will operate 24 hours per day, seven days per week. Callers will also have the option to leave a message in order to speak with the Settlement Administrator.

30. The toll-free helpline will include a voice response system that allows callers to listen to general information about the Settlement, listen to responses to frequently asked questions (“FAQs”), or request a Long-Form Notice.

31. Dahl will work with Counsel to prepare responses to the FAQs to provide accurate answers to anticipated questions about the Settlement.

SETTLEMENT WEBSITE

32. Prior to the launch of the print and web-based media campaigns, Dahl will coordinate and integrate into the Notice Plan a Settlement website at www.TruviaSweetenerLawsuit.com.

33. Dahl will work with Counsel to develop the content for the Settlement website. The website will provide Settlement Class Members with general information about the Settlement, answers to frequently asked questions, a means to submit an electronic Claim Form or download a Claim Form, important date and

deadline information, a summary of Settlement benefits, a means by which to review and print copies of certain Settlement documents (including the Long Form Notice), and a link to contact the Settlement Administrator via email.

CONCLUSION

34. It is my opinion that the proposed Notice Plan, by producing more than 147 million print and digital impressions that are targeted using methods universally employed in the advertising industry at persons that match characteristics of the Settlement Class, provides sufficient Notice to the estimated five million members of the Settlement Class.

35. It is also my opinion that the proposed Notice Plan is fully compliant with Rule 23 of the Federal Rules of Civil Procedure and meets the notice guidelines established by the Federal Judicial Center's Manual for Complex Litigation, 4th Edition (2004), as well the Federal Judicial Center's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide (2010), and is consistent with notice programs approved previously by both State and Federal Courts.

EXHIBITS

36. Attached hereto are true and correct copies of the following exhibits:

Exhibit 1: Background information on Dahl Administration

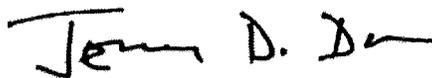
Exhibit 2: Affidavit of John Grudnowski in Support of the Settlement
Notice Plan

Exhibit 3: List of Websites on which Banner Ads may be placed

Exhibit 4: Sample Banner Ads

Exhibit 5: Press Release text

I declare under penalty of perjury, that the foregoing is true and correct to the best of my knowledge. Executed this 19th day of September, 2013 in Minneapolis, Minnesota.



Jeffrey D. Dahl
President
Dahl Administration, LLC

Sworn to and Subscribed before me
this 19th day of September, 2013.



Notary Public

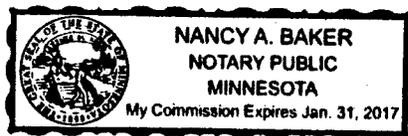


Exhibit 1

OUR FIRM



OUR FIRM

OUR HISTORY

Dahl, Inc., which is now Dahl Administration LLC (“Dahl”), was founded in early 2008 with a group of professionals experienced in settlement administration, process development, document and script development, data and image capture, quality control review, accounting, project management, and distribution. Dahl offers innovative and cost-effective solutions for all aspects of settlement administration.

Jeff Dahl was a founding partner and co-owner of Rust Consulting, a large national claims administration firm, and is a nationally recognized expert in the claims administration industry for his expertise administering class action settlements. Kristin Dahl was a senior project manager and the second employee at Rust Consulting. During their 15 years at Rust Consulting, Jeff and Kristin managed over 300 cases of all types including insurance, product liability, property, employment, mass tort, asbestos, and securities.

After 15 years of working for a large firm, Jeff and Kristin had a desire to return to their roots as hands-on project management consultants providing specialized settlement distribution services for a group of key clients. They realized that a niche existed in which a small, creative group of professionals could assist the courts, regulatory agencies, law firms and special masters with settlement project planning, data analysis, class member communications, claim processing, quality control, and distribution.

Today, Dahl specializes in high quality, fast turnaround and low cost settlement services – all with a personal touch. Our goal is to utilize our unsurpassed experience and unique processing methods to help clients:

- Reduce fees;
- Improve service;
- Obtain higher accuracy levels; and
- Reduce the length of time required from notice to distribution.



OUR FIRM

OUR PHILOSOPHY

The Dahl professionals share a common goal – to listen to our clients and provide project solutions that exceed our clients’ needs and expectations. We are committed to managing successful projects that are completed on time, on budget, and with the highest level of quality in the industry.

That means we are:

- Available
- Responsive
- Innovative
- Committed
- Efficient
- Cost-effective

OUR SERVICES

Dahl provides project management and settlement distribution services to attorneys, distribution agents, special masters, governmental agencies, and the courts.

Our services include:

- Settlement Administration Planning and Design
- Project Management
- Cost Analysis
- Claimant Notification
- Claim Document Development and Layout
- Website and Call Center Services
- Document Imaging and Data Capture
- Claim Evaluation
- Reporting
- Quality Assurance Review
- Problem Identification and Resolution
- Distribution Management

SELECTED CASES



OUR CASES

STATION NIGHTCLUB FIRE SETTLEMENT - \$176 MILLION

Dahl staff provided onsite claim evaluation services at 11 law firms in Providence, Rhode Island to determine claim validity and final claim values for over 300 death and personal injury claims. The review included analysis of authority documents and medical records by a staff of Registered Nurses and senior level project managers. Jeff Dahl is the court-appointed Neutral Expert responsible for final determinations of all claims for this settlement.

Lead Counsel: Mark S. Mandell, Law firm of Mandell, Schwartz & Boisclair, Providence, RI

METLIFE CLASS CERTIFICATION NOTICE – 1 MILLION POTENTIAL CLASS MEMBERS

Dahl was selected to provide Class Notice for the Bower v. MetLife class action. Dahl mailed notice to over 900,000 potential class members, and processed incoming correspondence and opt outs.

Plaintiff Counsel: Jeffrey Goldenberg, Goldenberg Schneider LPA, Cincinnati, OH and Brian Dershaw, Beckman Weil Shepardson LLC, Cincinnati, OH

Defense Counsel: James Comodeca, Dinsmore & Shohl LLP and James Griffith, Jr., Akin Gump Strauss Hauer & Feld LLP

AMERICAN UNITED LIFE INSURANCE COMPANY SETTLEMENT – 565,000 CLASS MEMBERS

Dahl was the Settlement Administrator for the American United Life Insurance class action settlement and was responsible for the distribution of mailed notice to more than 565,000 class members, implementation of a published notice campaign, operation of an information call center, processing election forms and correspondence submitted by class members, mailing post-settlement claim forms, and providing claim review services.

In-House Counsel: Stephen Due, Assistant General Counsel, American United Life Insurance Company, Indianapolis, IN

Defense Counsel: Hamish Cohen, Barnes & Thornburg, Indianapolis, IN

Plaintiff Counsel: Jennifer Young, Milberg LLP, New York, NY



OUR CASES

RODENBAUGH V. CVS PHARMACY SETTLEMENT – 400,000 CLASS MEMBERS

Dahl is the Settlement Administrator for the Rodenbaugh v. CVS Pharmacy class action settlement and was responsible for the distribution of mailed notice to more than 400,000 class members, implementation of a published notice campaign, operation of an information phone line, processing of claim forms and correspondence submitted by class members, and providing claim review services.

Defense Counsel: Roman Wuller, Thompson Coburn LLP, St. Louis, MO and Edward Hardin Jr., Burr & Forman LLP, Birmingham, AL

Plaintiff Counsel: John Edgar, Edgar Law Firm LLC, Kansas City, MO and Carles McCallum III and R. Brent Irby, McCallum, Hoaglund Cook & Irby LLP, Vestavia Hills, AL

MARTIN V. TWIN CITY FIRE/HARTFORD INSURANCE SETTLEMENT — \$7.5 MILLION

Dahl was selected to be the Settlement Administrator for the Martin v. Twin City Fire Insurance Company class action settlement and was responsible for the settlement's CAFA notification, the distribution of mailed notice to more than 24,000 class members, implementation of a published notice campaign, operation of an information call center, processing claim forms and correspondence submitted by class members, providing claim review services, and distributing settlement payments.

Defense Counsel: Marci Eisenstein and William Meyer, Jr., Schiff Hardin LLP, Chicago, IL

Plaintiff Counsel: Debra Brewer Hayes, Reich & Binstock, Houston, TX

WOODS V. QC FINANCIAL SERVICES INC DBA QUIK CASH — 330,000 CLASS MEMBERS

Dahl is the Settlement Administrator for the QuikCash class action settlement and provided mailed notice to more than 325,000 class members, operation of an information call center, processing web and phone claims, responding to correspondence submitted by class members, providing claim review services, and distributing payments.

Plaintiff Counsel: John Campbell, The Simon Law Firm, St. Louis, MO

Defense Counsel: Rebecca Schwartz, Shook Hardy & Bacon LLP, Kansas City, MO

OUR CASE EXPERIENCE



CASE CITES

CURRENT CASES – DAHL

CONSUMER

Applewhite v. Capital One Bank, No. 4:06-cv-69 (U.S. Dist. Ct. N.D. Miss.)

Banner v. Law Offices of David J. Stern, No. 9:11-cv-80914 (U.S. Dist. Ct. S.D. Fla.)

In re Bisphenol-A (BPA) Polycarbonate Plastic Products Liability Litigation, No. 4:08-md-1967 (U.S. Dist. Ct. W.D. Mo.)

Brandon v. Van Chevrolet-Cadillac, In., No. 1031-CV14654 (Mo. Cir Ct. Greene Cnty.)

Brannon v. Capital One, No. 3:07-cv-1016 (U.S. Dist. Ct. M.D. Fla.)

Bryant v. Motors Liquidation Co., No. 09-50026 (Bankr. S.D. N.Y.)

Brown v. Suntrup Ford, Inc., No. 08SL-CC05103 (Mo. Cir. Ct. St. Louis Cnty.)

Busby v. RealtySouth, No. 2:04-cv-2799 (U.S. Dist. Ct. N.D. Ala.)

Charron v. Pinnacle Grp. N.Y., No. 1:07-cv-6316 (U.S. Dist. Ct. S.D. N.Y.)

Grant v. Onyx Acceptance Corp., No. 07-20315 (Fla. Cir. Ct. Broward Cnty.)

Hewitt v. Law Offices of David J. Stern, No. 50-2009-CA-036046-XXXXX (Fla. Cir. Ct. Palm Beach Cnty.)

Hooper v. Suntrup Buick-Pontiac-GMC Truck, Inc., No. 0811-CV10921 (Mo. Cir. Ct. Saint Charles Cnty.)

Johnson v. Washington University, No. 2:10-cv-4170 (U.S. Dist. Ct. W.D. Mo.)

Jones v. Wells Fargo, N.A., No. BC337821 (Cal. Super. Ct. L.A. Cnty.)

Jones v. West County BMW, Inc., No. 08SL-CC05222-01 (Mo. Cir. Ct. St Louis Cnty.)

Gentry v. Reliable Auto., Inc., No. 0831-CV06073 (Mo. Cir. Ct. Greene Cnty.)

Gregg v. Check Into Cash of Mo., Inc., No. 4:11-cv-368 (U.S. Dist. Ct. W.D. Mo.)

Green v. Major Infiniti, Inc., No. 1116-CV09583 (Mo. Cir Ct. Jackson Cnty.)

Kreilich v. JL Autos, Inc., No. 09SL-CC0172 (Mo. Cir. Ct. St. Louis Cnty.)

Lewellen v. Reliable Imports and RV, Inc., No. 1031-CV11926 ((Mo. Cir. Ct. Greene Cnty.)



CASE CITES

CONSUMER – CONTINUED

- Livingston v. Capital One**, No. 3:07-CV-266 (U.S. Dist. Ct. J.D. Fla.)
- Love v. LendingTree Claims Admin.**, No. 2009CV009598 (Wis. Cir. Ct. Milwaukee Cnty.)
- Lundy v. Mid-America Credit, Inc.**, No. 1116-CV02060 (Mo. Cir Ct. Jackson Cnty.)
- Mayfield v. Thoroughbred Ford of Platte City, Inc.**, No. 08AE-CV00467 (Mo. Cir Ct. Platte Cnty.)
- Metcalf v. Marshall Ford Sales, Inc.**, No. 0811-CV11381 (Mo. Cir. Ct. St. Charles Cnty.)
- Miller v. Capital One Bank**, No. 3:07-cv-265 (U.S. Dist. Ct. M.D. Fla.)
- Mortgage Store, Inc. v. LendingTree Loans**, No. 06CC00250 (Cal. Super. Ct. Orange Cnty.)
- Naes v. Tom Pappas Toyota, Inc.**, No. 0711-CV09005 (Mo. Cir. Ct. St. Charles Cnty.)
- N. Star Capital Acquisitions v. Krig**, No. 3:07-CV-264 (U.S. Dist. Ct. M.D. Fla.)
- In re Philips/Magnavox Television Litig.**, No.2: 09-cv-3072 (U.S. Dist. Ct. N.J.)
- Redd v. Suntrup Hyundai, Inc.**, No. 09SL-CC00173 (Mo.Cir. Ct. St. Louis Cnty.)
- Richards v. Lou Fusz Auto. Network, Inc.**, No. 08SL-CC04594 (Mo. Cir. Ct. St. Louis Cnty.)
- Richardson v. Weber Chevrolet Co.**, No. 09SL-CC00170 (Mo. Cir Ct. St. Louis Cnty.)
- Rizzo v. Hendrick Auto. Grp.**, No. 4:08-cv-137 (U.S. Dist. Ct. W.D. Mo.)
- Rhodenbaugh v. CVS Pharmacy, Inc.**, No. 091-CV09631 (Mo. Cir. Ct. Jackson Cnty.)
- Roberts v. Source for Public Data**, No. 2:08-cv-4167 (U.S. Dist. Ct. W.D. Mo.)
- Sams v. Adams Auto Corp.**, No. 0916-CV1521 (Mo. Cir. Ct. Jackson Cnty.)
- Shaffer v. Royal Gate Dodge**, No. 07SL-CC00949 (Mo. Cir Ct. St. Louis Cnty.)
- Shirley v. Reliable Chevrolet, Inc.**, No. 0831-CV06082 (Mo. Cir Ct. of Greene Cnty.)
- Sims v. Rosedale Cemetery Co.**, No. 03-C-506 (W. Va. Cir. Ct. Berkeley Cnty.)
- Stasko v. City of Chicago**, No. 09-CH17167 (Ill. Cir. Ct. Cook Cnty.)
- Stevens v. Bommarito Nissan, Inc.** No. 09SL-CC00167 (Mo. Cir. Ct. St. Louis Cnty.)
- Tortora v. Guardian Prot. Servs., Inc.**, No. MID-L-1041-10 (N.J. Super. Ct. Middlesex Cnty.)
- In re Dissolution of Nexus Fiduciary Trust Corp.**, No. 29D03-1003-CC-323 (Ind. Super. Ct. Hamilton Cnty.)
- Wade v. Thoroughbred Ford, Inc.**, No. 10AE-CV04323 (Mo. Cir. Ct. Platte Cnty.)



CASE CITES

CONSUMER – CONTINUED

Walczak v. ONYX Acceptance Corp., No. 03 CH 0693 (Ill. Cir. Ct. Lake Cnty.)

Wiles v. S.W. Bell Tel. Co., No. 2:09-cv-4236 (U.S. Dist. Ct. W.D. Mo.)

Woods v. QC Financial Services, Inc., No. 11-148-01395-09 (Am. Arbitration Ass'n)

Woodward v. Ozark Kenworth, Inc., No. 1031-CV02203 (Mo. Cir Ct. Greene Cnty.)

Yaakoby v. EagleRider, No. 1:09-cv-5772 (U.S. Dist. Ct. N.D. Ill.)

EMPLOYMENT

Agatep v. Forest Lawn Mortuary, No. BC433744 (Cal. Super. Ct. L.A. Cnty.)

Ayon v. Cintas Corp., Inc., No. BC310696 (Cal. Super. Ct. L.A. Cnty.)

Berg v. Zumiez, Inc., No. BC408410 (Cal. Super. Ct. L.A. Cnty.)

Bult-Ito v. Univ. of Alaska, No. 3AN 09-7875CI (Alaska Super. Ct. Anchorage)

Calhoun v. Gen. Petroleum Corp., No. BC425216 (Cal. Super. Ct. L.A. Cnty.)

Cherry v. Mayor and City Council of Baltimore City, No. 1:10-cv-01447 (U.S. Dist. Ct. Md.)

Diaz v. Alco Iron & Metal Co., No. HG10517616 (Cal. Super. Ct. Alameda Cnty.)

Flournoy v. 3S Network, Inc., No. C09-00113 (Cal. Super. Ct. Contra Costa Cnty.)

Magee v. Am. Residential Servs., LLC, No. BC423798 (Cal. Super. Ct. L.A. Cnty.)

Myart v. AutoZone, Inc., No. 05CC03219 (Cal. Super. Ct. Orange Cnty.)

Park v. Staples The Office Superstore LLC, No. BC449815 (Cal. Super. Ct. L.A. Cnty.)

Scaglione v. M.O. Dion & Sons, Inc., No. BC425216 (Cal. Super. Ct. San Bernardino Cnty.)

Stevenson v. Falcon Critical Care Transport, No. CIVMSC09-00862 (Cal. Super. Ct. Contra Costa Cnty.)

Veliz v. Cintas Corp., No. 5:03-cv-1180 (U.S. Dist. Ct. N.D. Cal.)



CASE CITES

INSURANCE

Abrahams-Goullub v. United States Auto. Assoc., No. 3AN-09-6693CI (Alaska Super. Ct. Anchorage)

Allen v. Buehrer, No. CV-07-644950 (Ohio C.P. Cuyahoga Cnty.)

Appel v. Liberty Am. Ins. Co., No. 1:08-cv-20385 (U.S. Dist. Ct. S.D. Fla.)

Bower v. MetLife, No. 1:09-cv-351 (U.S. Dist. Ct. S.D. Ohio)

Casey v. Coventry Health Care of Kansas, Inc., No. 4:08-cv-201 (U.S. Dist. Ct. W.D. Mo.)

Childs v. Unified Life Ins. Co., No. 4:10-cv-23 (U.S. Dist. Ct. N.D. Okla.)

Douglass v. Am. United Life Ins. Co., No. 29D03-9810-CP-00568 (Ind. Super. Ct. Hamilton Cnty.)

Holling-Fry v. Coventry Health Care of Kansas, Inc., No. 4:07-cv-0092 (U.S. Dist. Ct. W.D. Mo.)

Martin v. Twin City Fire Insurance Co., No. 3:08-cv-5651 (U.S. Dist. Ct. W.D. Wash.)

SECURITIES

Capgrowth v. Franklin Elec. Publishers, Inc., No. BUR-C-043-09 (N.J. Super. Ct. Ch. Div. Burlington Cnty.)

PERSONAL INJURY

Gray v. Derderian, No. 1:04-cv-312 (U.S. Dist. Ct. R.I.)



CASE CITES

PREVIOUS CASES – JEFF AND KRISTIN DAHL

BANKRUPTCY

In re Celotex Corp., No. 90-10016-8B1, 90-10017-8B1 (U.S. Dist. Ct. M.D. Fla.)

In re Raytech Corp., Case No. 89-00293 (Bankr. Ct. Conn.)

In re the Babcock & Wilcox Co., No. 00-0558 Bankr Case No. 00-10992 Sect: "R" (5) (U.S. Dist. Ct. E.D. La.)

In re U.S. Brass Corp., No. 94-40823S (Bankr. Ct. E.D. Tex.)

In re W.R. Grace & Co., No. 01-01139 (Bankr. Ct. Del.)

CONSUMER

Aks v. Southgate Trust Co., No. 92-2193-L (U.S. Dist. Ct. Kan.)

Alachua Gen. Hospital v. Greene, No. 90-3359-CA (Fla. Cir. Ct. Alachua Cnty.)

Gray v. Derderian, No. 04-312L (U.S. Dist. Ct. R.I.)

Arcscott v. Humana Hospital Daytona Beach, No. 91-2478-CI-CI (Fla. Cir. Ct. Volusia Cnty.)

Benacquisto v. Am. Express Fin. Corp., No.00-1980 DSD (U.S. Dist. Ct. Minn.)

Bokusky v. Edina Realty, Inc., No. 3-92--223 (U.S. Dist. Ct. Minn.)

Bonilla v. Trebol Motors Corp., No. 92-1795(JP) (U.S. Dist. Ct. P.R.)

Bunch v. Rent-A-Center, Inc., No. 00-0364-CV-W-3 (U.S. Dist. Ct W.D. Mo.)

Burney v. Thorn Ams., Inc., No. 97-CV.-1596 (Wis. Cir. Ct. Racine Cnty.)

Circle Plumbing v. Ferguson, No. 92-036478 (Tex. Dist. Ct. Harris Cnty.)

Cook v. LADA, No. 94-1730 (U.S. Dist. Ct. W.D. L.A.)

Crocker v. Sunshine Corp., No. 93-2224-H/A (U.S. Dist. Ct. W.D. Tenn.)

Dismuke v. Edina Realty, Inc., No. 92-8716 (Minn. Dist. Ct. Hennepin Cnty.)

Dyson v. Flagstar Corp., No. DKC93-1503 (U.S. Dist. Ct. Md.)

Fed. Trade Comm'n v. Mylan Labs., Inc., No. 1:98-CV-3114 (TFH) No. 990276 (TFH/JMF)

Garcia v. Houston Nw. Medical Ctr., Inc., No. H-94-2276, (U.S. Dist. Ct. S.D. Tex.)

George v. BancOhio Nat'l Corp., No. C2-92-314 (U.S. Dist. Ct. S.D. Ohio)

Gutterman v. Am. Airlines, Inc., No. 95 CH 982 (Ill. Cir. Ct. Cook Cnty.)

Hartings v. Am. Express Co., No. 88-0744 (U.S. Dist. Ct. W.D. Pa.)

Hinton v. ColorTyme Inc., No. 94-CV. 5198 (Wis. Cir. Ct. Milwaukee Cnty.)



CASE CITES

CONSUMER – CONTINUED

In re Compact Disc Minimum Advertised Price Antitrust Litig., No. 1361 (U.S. Dist. Ct. Me.)

In re Toys R US Antitrust Litig., No. 98 M. D. L. 1211 (NG) (JLC) (U.S. Dist. Ct. E.D. N.Y.)

LaMontagne v. Hurley State Bank, No. 97-30093-MAP (U.S. Dist. Ct. Dist. Mass.)

Nitti v. Edina Realty, Inc., No. 3-92--386 (U.S. Dist. Ct. Minn.)

Ridgeway v. Denny's California, No. C93-20202 JW (PV.T) (U.S. Dist. Ct. N.D. Cal.)

Rowland v. Goldkist, Inc., No. CV. 94-106 (Ala. Cir. Ct. Walker Cnty.)

Sparano v. Southland Corp., No. 04 C 2098 (U.S. Dist. Ct. N.D. Ill.)

Connecticut v. Mylan Labs., Inc., No. 1:98-CV-3115 (TFH) Misc. No. 990276 (TFH/JMF) (U.S. Dist. Ct. D.C.)

Thomas v. Charles Schwab & Co., Inc., No. 66,7000 (La. Dist. Ct. Natchitoches Parish)

Toledo Fair Housing Ctr. v. Nat'l Mut. Ins. Co., No. 93-1685 (Ohio C.P. Lucas Cnty.)

U.S. v. Am. Family Mut. Ins., No. 90-C-0759 (U.S. Dist. Ct. E.D. Wis.)

Weiss v. Washington, No. 99-2-11807-3 KNT (Wash. Super. Ct. King Cnty.)

Weissberg v. Delta Air Lines, Inc., No. 88 CH 4846 (Ill. Cir. Ct. Cook Cnty.)

Whitson v. Heilig-Meyers Furniture Co., No. CV. 94-PT-0309-E (U.S. Dist. Ct. N.D. Ala.)

Wolens v. Am. Airlines, Inc., No. 88CH 7554 (Ill. Cir. Ct. Cook Cnty.)

Woosley v. California, No. CA 000499 (Cal. Super. Ct. L.A. Cnty.)

Yoel v. New Jersey National Bank, No. 94-4675 (MLP) (U.S. Dist. Ct. N.J.)

EMPLOYMENT

Allen v. Thorn Ams., Inc., Case No. 97-1159-CV.-W-SOW (U.S. Dist. Ct. W.D. Mo.)

Babbitt v. Albertson's Inc., No. C92-1883 WHO (U.S. Dist. Ct. N.D. Cal.)

Berquist v. Am. Family Mut. Ins. Co., No. 96CV (Wis. Cir. Ct. St. Croix Cnty.)

Borja v. Wal-Mart Stores, Inc., No.98-CV-119 (Colo. Dist. Ct. Las Animas Cnty.)

Brunson v. City of New York, No. 94 Civ. 4507 (LAP) (U.S. Dist. Ct. S.D. N.Y.)

Forbush v. J. C. Penney Co., No. 3:90-2719-X, No. 3:92-0109-X (U.S. Dist. Ct. N.D. Tex.)

Hofer v. Capitol Am. Life Ins. Co., No. 336 (Wyo. Dist. Ct. Goshen Cnty.)

Hoffman v. Sbarro, Inc., No. 982 F. Supp. 249 (U.S. Dist. Ct. S.D. N.Y.)

Khan v. Denny's Holdings, Inc., No. BC 177254 (Cal. Super. Ct. L.A. Cnty.)

Merk v. Jewel Foods, No. 85 C 7876 (U.S. Dist. Ct. N.D. Ill.)



CASE CITES

EMPLOYMENT – CONTINUED

OCAW v. Am. Home Prods., No. 92-1238 (JP) (U.S. Dist. Ct. P.R.)

Stender v. Lucky Stores, Inc., No. 88-1467 (U.S. Dist. Ct. N.D. Cal.)

Taylor v. O' Charley's, No. 3-94-0489 (US Dist. Ct. M.D. Tenn.)

Wooten v. Dillard's Inc., No. 99-0990-CV-W-3-ECF

INSURANCE

Barnicle v. Am. Gen. Corp., No. EC 011 865 (Cal. Super. Ct. San Diego Cnty.)

Beavers v. Am. Gen. Fin., Inc., No. CV.-94-174 (Ala. Cir. Ct. Walker Cnty.)

Blanke v. Lincoln Nat'l Life Ins. Co., No. 512,048 Div. K (La. Dist. Ct. Jefferson Parrish)

Bussie v. Allmerica, No. 97-40204 (U.S. Dist. Ct. Mass.)

Danko v. Erie Ins. Exch., No. 298 1991 G.D. (Pa. C.P. Fayette Cnty.)

Elkins v. Equitable Life Ins. Co. of Iowa, No. 96-296-CIV.-T-17B (U.S. Dist. Ct. M.D. Fla.)

Garst v. Franklin Life Ins. Co., No. 97-C-0074-S (U.S. Dist. Ct. N.D. Ala.)

Green v. Metro. Ins., No. 969547 (Cal. Super. Ct. S.F. Cnty.)

Hearth v. First Nat'l Life Ins. Co. of Am., No. 95-818- T-21A (U.S. Dist. Ct. M.D. Fla.)

In re Lutheran Brotherhood Variable Ins. Prods. Co., No. 99-MD-1309 (PAM/JGL)

In re Metro. Life Ins. Co., No. 96-179 MDL No. 1091 (U.S. Dist. W. D. Pa.)

In re Nat'l Life Ins. Co., No. 2-97-CV.-314 (U.S. Dist. Ct. Vt.)

Jordan v. State Farm Life Ins., No. 97 CH 11 (Ill. Cir. Ct. McLean Cnty.)

Kolsrud v. Equitable Life Ins. Co. of Iowa, No. 320838 (Ariz. Super. Ct. Pima Cnty.)

Kreidler v. W.-S. Life Assurance Co., No. 95-CV-157 (Ohio C.P. Erie Cnty.)

Lee v. USLIFE Corp., No. 1:97CV. -55-M (U.S. Dist. Ct. W.D. Ky.)

Levin v. Am. Gen. Life Ins. Co., No. 3-98-0266 (U.S. Dist. Ct. M.D. Tenn.)

Ludwig v. Gen. Am. Life Ins. Co., No. 4:97CV.18920 CDP (U.S. Dist. Ct. E.D. Mo.)

McNeil v. Am. Gen. Life & Accident Co., No. 3-99-1157 (U.S. Dist. Ct. M.D. Tenn.)

Reyes v. Country Life Ins. Co., No. 98 CH 16502 (Ill. Cir. Ct. Cook Cnty.)

Thompson v. Metro. Life Ins. Co., No. 00 Civ. 5071 (HB) Also applies to No.00 Civ., 9068, No.01-2090 & No. 01 Civ. 5579 (U.S. Dist. Ct. S.D. N.Y.)

Woodley v. Protective Life Ins. Co., No. CV. 95-005 (Ala. Cir. Ct. Fayette Cnty.)



CASE CITES

PRODUCT LIABILITY

Ahearn v. Fibreboard, No. 6:93cv.526 (U.S. Dist. Ct. E.D. Tex.)

Cox v. Shell Oil Co., No. 18,844 (Tenn. Ch. Ct. Obion Cnty.)

Garza v. Sporting Goods Props. Inc., No. SA 93-CA-1082 (U.S. Dist. Ct. W.D. Tex.)

Hart v. Central Sprinkler Corp., No. BC176727 (C.A. Super. Ct. L.A. Cnty.)

In re Louisiana-Pacific Corp. Inner-Seal Oriented Strand Board Trade Practices Litig., No. C96-2409 VRW (Mellett), No. C96-2468 VRW (Stewart) No. C95-3178 VRW(Aguis)

In re Rio Hair Naturalizer Prods. Liability Litig., No. 1055 (U.S. Dist. Ct. E.D. Mich.)

Ruff v. Parex, Inc., No. 96-CV.-500-59 (U.S. Dist. Ct. E.D. N.C.)

Salah v. Consolidated Indus., Inc., No. CV 738376 (Cal. Super. Ct. Santa Clara Cnty.)

PROPERTY

Anderson v. Cedar Grove Composting, Inc., No. 97-2-22820-4SEA (Wash. Super. Ct. King Cnty.)

Black v. Fag Bearings Corp., No. CV.396-264CC (Mo. Cir. Ct. Newton Cnty.)

Branin v. Asarco, Inc., No. C93-5132 (B) WD (U.S. Dist. Ct. W.D. Wash.)

Brighton v. Cedar Grove Composting, No. 97-2-21660-5 SEA (Wash. Super. Ct. King Cnty.)

Campbell v. Paducah & Louisville Railway, Inc., No. 93-CI-05543 (Ky. Cir. Ct. Jefferson Cnty.)

Comfort v. Kimberly-Clark Corp., No. DV. -90-616 (Ala. Cir. Ct. Shelby Cnty.)

Vicwood v. Skagit, No. 00-2-00665-6 (Wash. Super. Ct. Thurston Cnty.)

SECURITIES

Eilers Furs of Rapid City v. US West Commc'ns, Inc., No. 92-5121 (U.S. Dist. Ct. S.D.)

Finucan v. Egghead, Inc., No. C93-1268WD (U.S. Dist. Ct. W.D. Wash.)

Global Research Analyst Settlement, (U.S. Dist. Ct. M.D. N.Y.)

In re Chambers Dev. Corp. Sec. Litig., No. 982 (U.S. Dist. Ct. W.D. Pa.)

U.S. SEC v. HealthSouth Corp., No. CV-03-J-06515S (U.S. Dist. Ct. N.D. Ala.)

In re Banc of America Sec. LLC, File No. 3-12591 (U.S. Securities and Exchange Commission Administrative Proceeding)

U.S. SEC v. MBIA, No. 07Civ. 658 (LLS) (U.S. Dist. Ct. S.D. N.Y.)

SEC v. Fed. Nat'l Mortg. Assoc., No. 1:06-CV-00959 (RJL) (U.S. Dist. Ct. D.C.)

Exhibit 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

MOLLY MARTIN and LAUREN
BARRY, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

CARGILL, INCORPORATED,

Defendant.

Civil Action No. 0:13-cv-02563

**AFFIDAVIT OF JOHN GRUDNOWSKI IN SUPPORT OF
THE SETTLEMENT NOTICE PLAN**

I, John Grudnowski, being duly sworn and deposed, say:

1. I am over 21 years of age and am not a party to this action. I have personal knowledge of the facts stated herein and, if called as a witness, could and would testify competently thereto.

2. I am Founder and CEO of FRWD Co. (“FRWD”), a digital marketing firm based in Minneapolis, Minnesota. My firm has been asked by Dahl Administration, LLC (“Dahl”) to partner in the design and execution of the Notice Plan for the settlement in the above-captioned action (the “Settlement”).

3. I have more than 17 years of experience in marketing and public relations. In the past 11 years, I have focused exclusively on digital media. In addition to founding FRWD in 2009, I also co-founded and serve as the “vision chair” of a Minneapolis-based

media organization, i612, which provides educational content to the Minneapolis/St. Paul marketing community. In that role, I am charged with outlining the future of media delivery, including technologies and services best practices, and tying those to our conferences and educational events.

4. My work has involved designing, executing, and validating digital media advertising and communications campaigns. The technologies and tools described herein are well-accepted, leading practices in the digital advertising world and are directly transferable and applicable to the execution of an effective class action notice plan.

5. This affidavit describes advertising industry trends and practices as well as the media approach and methodology for the Notice Plan for the Settlement.

6. FRWD and Dahl constructed the Notice Plan to be consistent with, and to take advantage of, how individuals consume media and locate information today. Specifically, we are leveraging both print and digital components, as described in the Affidavit of Jeffrey D. Dahl. Leveraging how today's consumer accesses media enables us to construct a more robust, action-oriented notification plan. In addition, as we constructed the Notice Plan, we focused on demographic and psychographic information provided by Cargill specific to their Truvia Consumer Product customer. This information on core purchasers of the Truvia Natural Sweetener product lines enables us to better reach potential class members because tactics used in the proposed Notice Plan align with methods used by Cargill to communicate to its customer base. Specifically, while some of our Notice efforts will reach a nationwide, general audience, we focused on women 25–54, married with kids with a household income of \$78,000+. Additionally,

we focused on shoppers at stores such as Target. The core target population our notification plan will reach is 28 million persons.

7. Between the online and print components of the Notice Plan, our tools indicate we will produce over 147 million impressions that are closely targeted to reach an audience with the characteristics of the Settlement Class.

FRWD BACKGROUND

8. Over the past four years, my company has planned, managed, executed, and reported on thousands of individual digital media executions for some of the world's largest brand advertisers and business-to-business organizations. FRWD clients have included American Express, Best Buy, General Mills, Colgate, and 3M.

9. "Digital media executions" are advertising, communications, or marketing activities directed at the online audience. Digital media executions can be a single event or a more coordinated, long-term campaign, and are done using online advertising tactics such as paid search, display, video, social media, and other forms of paid media. Each of these approaches is designed to reach a defined target audience in the online spaces where people increasingly seek and obtain information. In executing this Notice Plan, FRWD will employ display tactics—specifically, placing banner advertisements on specific websites—to reach our intended audience.

10. In my past four years as CEO of FRWD, and in my previous seven years in digital media marketing, I have overseen all aspects of digital media executions, ranging from strategic and creative design, to planning, to identification of technology partners, to integration of technology, to media buying, to optimizations of digital media executions.

I have personally managed more than \$100 Million in digital media executions. I have been hired by Fortune 500 clients to train their internal teams on digital media technology and management. I have hired and trained more than 100 employees and personally integrated third-party, industry-leading technologies such as DoubleClick DFA, comScore, Quantcast, DoubleVerify, and others which enable greater control of reach/frequency management, audience targeting, and verification, all of which will be applied in this case to implement an effective class action Notice Plan. In addition to digital media executions, I have personally overseen advertising programs that included digital and print as well as and digital and television. In 2000, I personally managed newspaper advertising placements for Northwest Airlines. This experience at all stages of a media campaign, from planning through execution and training, provides a solid foundation of experience that informs my work on this Notice Plan.

11. As part of FRWD's execution of multimedia campaigns, we have planned, designed, built, placed, and reported on thousands of individual web-based creative assets such as banner ads, websites, Facebook landing pages, and other forms of content development.

12. Areas of special expertise and focus for FRWD include local (city and state level) and national advertising focused on achieving specific reach and frequency targets. We use all of the digital tactics listed above. Over the past four years, FRWD has completed more than 750 individual digital media campaigns focused on a specific locale (geo-footprint), combined with audience targeting and very specific reach and frequency

goals. We have done so for brands including Cheerios, Wheaties, Yoplait, Covergirl, Olay, Charmin, and Colgate.

ADVERTISING TRENDS

13. In the past decade, and specifically within the past few years, consumers have significantly shifted their consumption of media from print-based consumption to online-based consumption. In response to this consumer shift in consumption, advertisers have shifted their advertising spending from print-based advertising to online-based advertising.

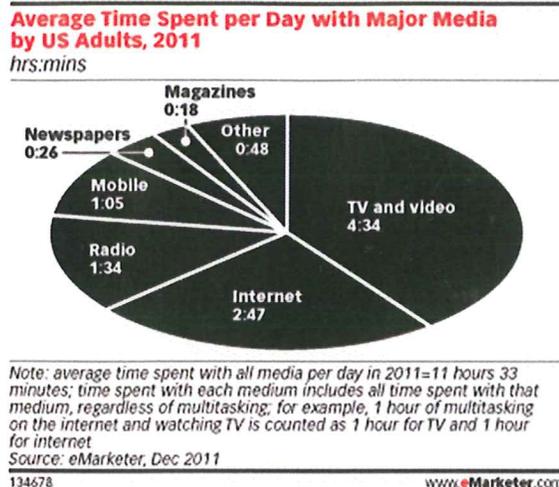
14. The major driver behind these shifts is technology and its impact on consumers' time with media each day. As reported by eMarketer,¹ U.S. adults in 2008 spent a combined 63 minutes every day reading magazines and newspapers.² In 2011, that number had declined to 44 minutes per day, a decline in usage of 30%.³ During that same time period, daily time spent online increased 21%, to 167 minutes per day on average. When including mobile Internet usage, that number jumps to a 37% increase and a total of 232 minutes per day for the average U.S. adult.⁴ Thus, people presently are spending about four to five times more time consuming information online than reading newspapers and magazines.

¹ eMarketer aggregates more than 4,000 sources of digital marketing and media research and publishes objective analysis of internet market trends. For more than a decade, leading brands and agencies have relied on eMarketer as a recognized resource for data, analysis, and insights on digital marketing, media, and commerce. eMarketer clients include Google, General Motors, and Kimberly Clark. FRWD is also a client.

² Source: eMarketer, Dec., 2011.

³ *Id.*

⁴ *Id.*



15. The data on the total percentage of the average U.S. adult's interaction with media are similar. Time online (mobile + traditional Internet) in 2010 made up 33.3% of the average person's total media consumption each day. Newspapers and magazines combined for 8.2% of the average person's consumption, down from 10.8% in 2008.⁵

16. This shift in consumer consumption of media has led to widespread adoption of online advertising and a concurrent decline in reliance on print media. Industry-wide, this impact is evident from another eMarketer study. In the year 2000, advertisers spent a collective \$72.68 billion on magazine and newspaper advertising.⁶ In 2005, this number increased to \$74.14 billion. It has since been on a significant and steady decline, totaling \$51.54 billion in 2009 and projecting to \$31.42 billion in 2012.⁷

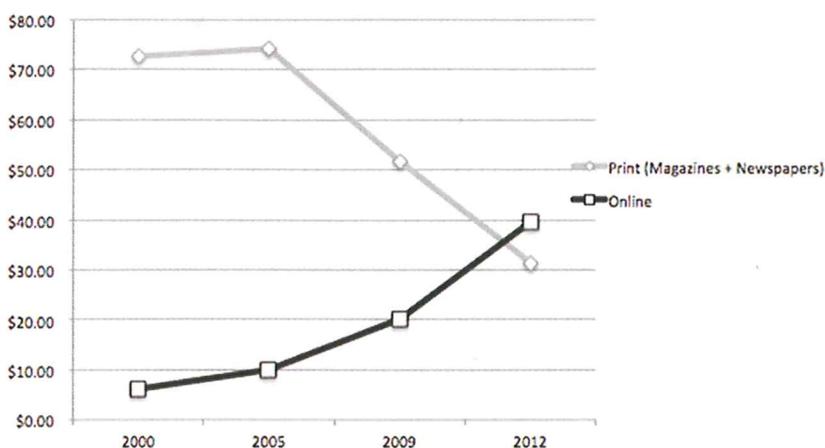
⁵ *Id.*

⁶ ZenithOptimedia, Apr. 7, 2010; provided to eMarketer by StarcomMediaVest Group, June 1, 2010.

⁷ *Supra* note 5.

17. Unsurprisingly, advertisers have shifted their expenditures to meet consumers where they are: online. In 2000, advertisers spent \$6.0 billion online. In 2005, that number increased to \$10.0 billion. In 2009, the amount dedicated to online advertising reached \$20.3 billion.⁸ In 2012, the amount dedicated to online advertising reached \$36.6 billion.⁹

US Advertising Expenditures: 2000 - 2012



Numbers in Billions
Source: [eMarketer](http://www.emarketer.com)

18. I have personally participated in this evolution from print to digital advertising and understand advantages that digital media tools offer. It is my opinion that using digital advertising, supplemented with selected print advertising, in this Notice Plan offers an effective route to reach Settlement Class Members and inform them about the Settlement.

⁸ *Supra* note 6.

⁹ Internet Advertising Bureau Revenue Report, <http://www.iab.net/AdRevenueReport>.

DEFINITION OF TARGET: AUDIENCE TARGETING AND VERIFICATION

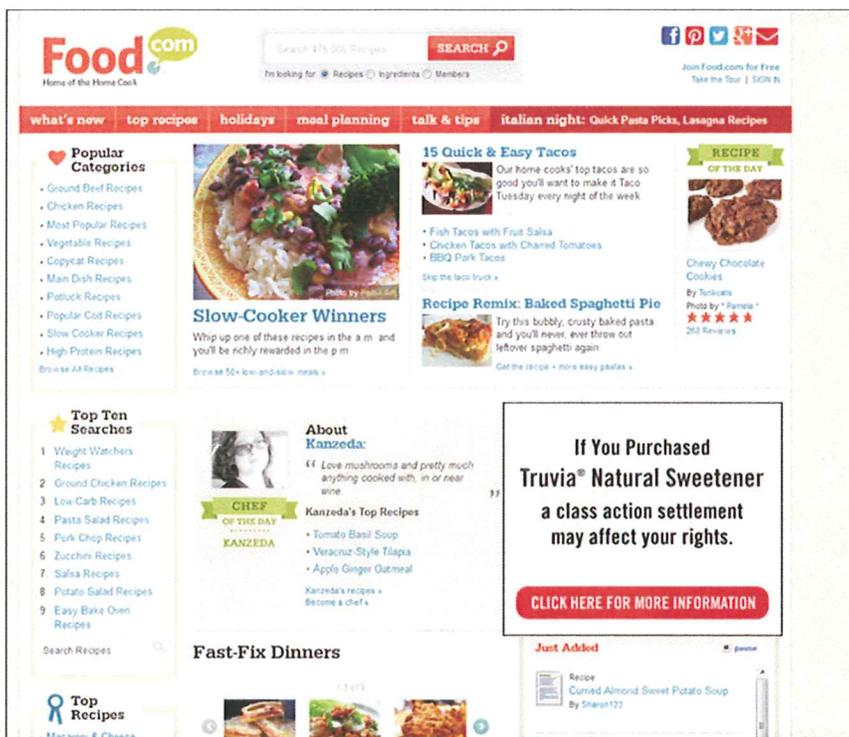
19. Online advertising affords multiple options to reach and verify that the Settlement Class Members were exposed to the Notice. In the course of targeting, FRWD worked with Dahl to balance targeting and efficiency in reaching Settlement Class Members most effectively.

20. We have the ability to target individuals according to different demographic and psychographic (lifestyle and interest) characteristics. This is done by focusing our notification advertising on specific websites (domains) which index high against our core target. As indicated in paragraph 6 above, this notification plan is focused primarily on women 25–54, married with kids within a house-hold income of \$78,000+. Leveraging industry leading digital tools such as comScore, FRWD has selected hundreds of websites on which our audience visits at a rate of 50% greater than the typical Internet population. These custom lists are a best practice in consumer advertising and will further strengthen our ability to provide notice to Settlement Class Members in this plan. In this case, control of the websites that show the Notice, and where the Notice banner will appear on those websites, provides a higher likelihood of successfully exposing Settlement Class Members to the Notice.

21. A full list of specific website domains on our list of potential targets is included as Exhibit 3 to the Affidavit of Jeffrey D. Dahl.

22. In addition to selecting specific websites, we are leveraging Facebook Interest Targeting¹⁰ which provides the opportunity to reach Settlement Class Members based on information they have added to their Facebook timelines. This considers information such as the Facebook Pages they like, apps they use, and other information they have added to their timelines. For this Notice Plan, interests we are leveraging include sugar substitutes and natural sweeteners.

23. Please find examples of our contemplated placement of online Notices below:



¹⁰ Facebook, <https://www.facebook.com/help/131834970288134/>.

The screenshot shows the Chicago Tribune Business page. At the top, there is a navigation bar with links for Home, News, Business, Sports, A&E, Lifestyles, Opinion, Real Estate, Cars, and Jobs. A search bar and a 'Sign In or Sign Up' link are also present. A prominent banner ad at the top reads: "If you purchased Truvia® Natural Sweetener a class action settlement may affect your rights. You could be entitled to up to \$72 in cash or \$120 worth of Vouchers." with a red button that says "CLICK HERE FOR MORE INFORMATION". Below the banner, there is a market data section showing DJIA, NASDAQ, and S&P500 indices. The main content area features a "TOP STORIES" section with the headline "Beanie Baby creator Ty Warner charged with tax evasion" and a photo of Ty Warner. To the right of the article are several "BREAKING" news items, including "Kraft exec replaces long-time president of Oscar Mayer", "Wall Street ends at record, Fed maintains stimulus", "Judge orders TV pitchman held in custody", "Facebook 'like' deserves free speech protection, court rules", and "Blackberry could lay off up to 40 pct staff". There is also a MetLife advertisement and a video placeholder.

Please find examples of the banner ads to be used to provide notice below:

This banner ad features the text: "If you purchased Truvia® Natural Sweetener a class action settlement may affect your rights. You could be entitled to up to \$72 in cash or \$120 worth of Vouchers." On the right side, there is a red button with the text "CLICK HERE FOR MORE INFORMATION".

This banner ad features the text: "If You Purchased Truvia® Natural Sweetener a class action settlement may affect your rights. You could be entitled to up to \$72 in cash or \$120 worth of Vouchers." At the bottom, there is a red button with the text "CLICK HERE FOR MORE INFORMATION".

24. The majority of inventory (98%) purchased will be priced on a CPM basis and price will vary based on specific inventory, meaning price will vary by website on

which our advertising is placed. The effective CPM (called the “eCPM”) for this notification, combined digital and print, is planned at \$1.86.

25. The remaining 2% of inventory will be purchased based upon keyword search targeting on Google. This portion of the plan will be priced on a “cost-per-click” (“CPC”) basis and the price will vary by keyword searched. As pricing per click is variable, we have budgeted for an average CPC of \$1.00 which is a standard cost estimate for keywords used in this notification plan.

CONNECTION TO THE NOTICE WEBSITE

26. All digital communication in the form of web-based banners will be connected to our notice website. This will provide the ability to connect Settlement Class Members directly to online communication providing greater detail on this Settlement Notice. Specifically, our banner advertisements will list the Settlement website, and users who click on our banner advertisements will be routed directly to the Settlement website, where they will find information in greater detail. This combination of reaching our audience and connecting to greater detail via the Settlement website provides us with a comprehensive approach to reaching Settlement Class Members.

27. In addition, FRWD will leverage Google Analytics¹¹ (“GA”) on the Settlement website. By using GA, FRWD can showcase reporting on the engagement of the Settlement Class Members on our Settlement website. Specifically, GA will measure

¹¹ Google Analytics is a service offered by Google that generates detailed statistics about the visitors to a website. GA can track visitors from all referring websites, including search engines, display advertising, pay-per-click networks, email marketing, and other traffic sources.

the most highly trafficked content and the total number of Settlement Class Members performing specific actions, such as the number of visitors, the number of pages viewed, the time spent, and the number of documents downloaded by type.

CONCLUSION

28. Based on my experience in designing and executing digital outreach and marketing plans, as well as industry best practices, it is my opinion that the digital media component of the Notice Plan will effectively reach Settlement Class Members.

I declare under penalty of perjury, that the foregoing is true and correct to the best of my knowledge. Executed this 19th day of September, 2013 in Minneapolis, Minnesota.



John Grudnowski
CEO
FRWD Co.

Sworn to and Subscribed before me
this 19th day of September, 2013.



Notary Public

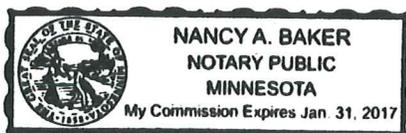


Exhibit 3

EXHIBIT 3

101COOKBOOKS.COM	AMERICANPROFILE.COM	BLESSTHISMESSPLEASE.COM
247MOMS.COM	ANDROIDCENTRAL.COM	BLINGCHEESE.COM
411.COM	ANDROIDFORUMS.COM	BLISS.COM
5DOLLARDINNERS.COM	ANNIESRECIPES.COM	BLIZZARD.COM
6PM.COM	ANSWERBAG.COM	BLOOMBERG.COM
8TRACKS.COM	AOL.COM	BOATTRADER.COM
9GAG.COM	APARTMENTS.COM	BODYBUILDING.COM
9JAFOODIE.COM	AREACONNECT.COM	BOINGBOING.NET
9NEWS.COM	ARMORGAMES.COM	BONAPPETIT.COM
AARP.ORG	AROUNDMYFAMILYTABLE.COM	BOOKINGBUDDY.COM
ABC7CHICAGO.COM	ARSTECHNICA.COM	BOOKIT.COM
ABCNEWS.COM	ASK.COM	BOOKRAGS.COM
ACCESSHOLLYWOOD.COM	ASKMEFAST.COM	BORED.COM
ACCUWEATHER.COM	ASKMEN.COM	BOSTON.COM
ACESHOWBIZ.COM	ATT.NET	BOSTONGLOBE.COM
A-CROCK-COOK.COM	AUTOBLOG.COM	BOSTONHERALD.COM
ADDAPINCH.COM	AUTOPARTSWAREHOUSE.COM	BOXOFFICEMOJO.COM
ADDICTIVETIPS.COM	AUTOTRADER.COM	BRADSDEALS.COM
ADLSOFT.NET	AVCLUB.COM	BRAINYQUOTE.COM
AETV.COM	AZCENTRAL.COM	BRAVOTV.COM
AFAMILYFEAST.COM	AZLYRICS.COM	BREAK.COM
AFEWSHORTCUTS.COM	BABBLE.COM	BREITBART.COM
AGAINSTALLGRAIN.COM	BABYCENTER.COM	BUDGETBYTES.COM
AGAME.COM	BACKTOHERROOTS.COM	BUDGETGOURMETMOM.COM
AJC.COM	BALTIMORESUN.COM	BUDGETSAVVYDIVA.COM
ALANSKITCHEN.COM	BARRONS.COM	BUSINESSINSIDER.COM
ALLCOOKINGANDRECIPES.COM	BARSTOOLSPORTS.COM	BUSINESSWEEK.COM
ALLDAYIDREAMABOUTFOOD.COM	BASEBALL-REFERENCE.COM	BUSTEDCOVERAGE.COM
ALLMUSIC.COM	BEAUTYANDBEDLAM.COM	BUY.COM
ALLVOICES.COM	BECOME.COM	BUZZYA.COM
ALTERNET.ORG	BEESEQ.NET	CAFEMOM.COM
AMANDASCOOKIN.COM	BEFOODSMART.COM	CARDOMAIN.COM
AMANDATHEVIRTUOUSWIFE.COM	BETTERRECIPES.COM	CARE2.COM
AMAZINGRECIPEZ.COM	BIGGIRLSSMALLKITCHEN.COM	CAREERBUILDER.COM
AMAZINGRIBS.COM	BIGREDKITCHEN.COM	CBSNEWS.COM
AMAZON.COM	BILLBOARD.COM	CDKITCHEN.COM
AMBITIOUSKITCHEN.COM	BIZRATE.COM	CDUNIVERSE.COM
AMCTV.COM	BLACKPLANET.COM	CELEBRATING-FAMILY.COM
AMEESSAVORYDISH.COM	BLEACHERREPORT.COM	CELEBSPIN.COM

CHACHA.COM	COUPONS.COM	DIYPINTEREST.COM
CHAOSINTHEKITCHEN.COM	CRACKED.COM	DOGBREEDINFO.COM
CHARLOTTEOBSERVER.COM	CRACKLE.COM	DOITYOURSELF.COM
CHEAPCOOKING.COM	CRAVEONLINE.COM	DREAMJOBBER.COM
CHEFTALK.COM	CRAZYFOOD.NET	DREAMSTIME.COM
CHICAGOTRIBUNE.COM	CREATIVEKIDSNACKS.COM	DRJAYS.COM
CHOW.COM	CROCKINGIRLS.COM	DRUDGEREPORT.COM
CIRCLEOFMOMS.COM	CROCKPOTLADIES.COM	DRUGS.COM
CITYSEARCH.COM	CRUNCHYROLL.COM	DRUGSTORE.COM
CLEVELAND.COM	CULINARYADVENTURESINTHEKITCHEN.COM	DWELLONJOY.COM
CLIFFSNOTES.COM	CUPCAKERECPES.COM	EASY-COOKBOOK-RECIPES.COM
CLIPARTOF.COM	CUTEFOODFORKIDS.COM	EASY-FRENCH-FOOD.COM
CLOSETCOOKING.COM	CWTV.COM	EATATHOMECOOKS.COM
CLUBPENGUIN.COM	CYCLETRADER.COM	EATBETTERAMERICA.COM
CMT.COM	DAILYGLOW.COM	EATBYDATE.COM
CNET.COM	DAILYKOS.COM	EATDRINKBETTER.COM
CNETTV.COM	DAILYMOTION.COM	EATDRINKEAT.COM
COLLEGERECIPES.COM	DAILYRX.COM	EAT-DRINK-LOVE.COM
COLLIDER.COM	DALLASNEWS.COM	EATER.COM
COMICBOOKMOVIE.COM	DAMNDELICIOUS.NET	EATGOOD4LIFE.COM
COMICVINE.COM	DAVESGARDEN.COM	EATING-MADE-EASY.COM
COMPLEX.COM	DAYDREAMKITCHEN.COM	EATINGWELL.COM
CONSTANTCONTACT.COM	DEALTIME.COM	EATLIVERUN.COM
CONTACTMUSIC.COM	DEDEMED.COM	EATSALEM.COM
CONTENKO.COM	DELISH.COM	EAT-YOURSELF-SKINNY.COM
COOKBOOK-RECIPES.ORG	DELISHMISH.COM	EATYOURWORLD.COM
COOKEATDELICIOUS.COM	DENVERPOST.COM	ECOLLEGE.COM
COOKEATSHARE.COM	DETNEWS.COM	ECONOMIST.COM
COOKFOODEAT.COM	DETOXINISTA.COM	EDUCATION.COM
COOKINGCACHE.COM	DEVIANTART.COM	EDUCATIONCONNECTION.COM
COOKINGCHANNELTV.COM	DEVILEDEGGS.COM	EDUCATION-PORTAL.COM
COOKINGCLUB.COM	DICTIONARY.COM	EGOTASTIC.COM
COOKINGLIGHT.COM	DIGG.COM	EHEALTHFORUM.COM
COOKINGRECIPECENTRAL.COM	DINEANDDISH.NET	ELLENSKITCHEN.COM
COOKPAD.COM	DINERRESTAURANTCOM.COM	EMEDICINEHEALTH.COM
COOKS.COM	DINNERSDISHESANDDESSERTS.COM	EMEDTV.COM
COOKSINFO.COM	DIRECTORSLIVE.COM	EMPOWHER.COM
COOKSRECIPES.COM	DISCUSSCOOKING.COM	ENCYCLOPEDIA.COM
COOKYOURFOOD.ORG	DISHTIP.COM	ENDLESSAPPETIZERS.COM
COOLMATH.COM	DIVASCANCOOK.COM	ENGADGET.COM
COOLMOMPICKS.COM	DIVINECAROLINE.COM	ENOTES.COM
COOLROM.COM	DIYFASHION.COM	EPICMEALTIME.COM
COUPONALERT.COM	DIYNETWORK.COM	EPINIONS.COM

EPRIZE.NET	FOODCHANNEL.COM	FUNBRAIN.COM
ESPNRADIO.COM	FOODEPIX.COM	FUNDSXPRESS.COM
ESPNSOCCERNET.COM	FOODGAWKER.COM	FUNNY-GAMES.BIZ
EVENTBRITE.COM	FOODIEPORTAL.COM	FUNNYJUNK.COM
EVENTFUL.COM	FOODISTA.COM	FUNTRIVIA.COM
EVERYDAYHEALTH.COM	FOODLOVESWRITING.COM	GARDENGUIDES.COM
EVILCHILI.COM	FOODLVE.COM	GARDENWEB.COM
EZINEARTICLES.COM	FOODNDRECIPE.COM	GATHER.COM
FAB.COM	FOODNETWORK.COM	GETGLUE.COM
FABULOUSFOODS.COM	FOODNETWORKFANS.COM	GIFTS.COM
FAMILY.COM	FOODNETWORKGOSSIP.COM	GIGAOM.COM
FAMILYBUILDER.COM	FOODONTHETABLE.COM	GILT.COM
FAMILYCOOKBOOKPROJECT.COM	FOODPANTRIES.ORG	GIMMESOMEOVEN.COM
FAMILYCORNER.COM	FOODPICSTIME.COM	GIRLMAKESFOOD.COM
FAMILYFRESHMEALS.COM	FOODRANDOM.COM	GLASSDOOR.COM
FAMILYOVEN.COM	FOODREPUBLIC.COM	GLOBALGOURMET.COM
FANNATION.COM	FOODSUBS.COM	GLOBALGRIND.COM
FANPOP.COM	FOODTERMS.COM	GLOGSTER.COM
FANTAGE.COM	FOODVANNET.COM	GODVINE.COM
FAQS.ORG	FOODVEE.COM	GOFREE.COM
FARK.COM	FOOL.COM	GOGECAPITAL.COM
FATFREEVEGAN.COM	FORCE.COM	GOGOANIME.COM
FATWALLET.COM	FORLOCATIONS.COM	GOLF.COM
FAUZIASKITCHENFUN.COM	FORMSPRING.ME	GOLFLINK.COM
FINDARTICLES.COM	FORRENT.COM	GOODCHOLESTEROLCOUNT.COM
FINDLAW.COM	FORTHELOVEOFCOOKING.NET	GOODHOUSEKEEPING.COM
FINDTHEBEST.COM	FORUMOTION.COM	GOODREADS.COM
FINDTHERIGHTJOB.COM	FORVO.COM	GOODRECIPESONLINE.COM
FINECOMB.COM	FOTOFLEXER.COM	GOSSIPCOP.COM
FINECOOKING.COM	FOTOSEARCH.COM	GOTOMEETING.COM
FINEDININGS.COM	FOURMARRSONEVENUS.COM	GOURMANDIA.COM
FINGERLICKINRECIPES.COM	FREEBIECLUBS.COM	GOURMETSLEUTH.COM
FITNESSMAGAZINE.COM	FREECAUSE.COM	GQ.COM
FITSUGAR.COM	FREEFOOD.ORG	GRADESAVER.COM
FIXYA.COM	FREEONLINEGAMES.COM	GRANTLAND.COM
FLY.COM	FREESCORE360.COM	GRASSCITY.COM
FODORS.COM	FREESCOREONLINE.COM	GREATPARTYRECIPES.COM
FOOD.COM	FREESHIPPING.COM	GREAT-SALSA.COM
FOOD-4TOTS.COM	FRIV.COM	GREATSCHOOLS.ORG
FOODANDWINE.COM	FROMMERS.COM	GREENDOT.COM
FOODBANTER.COM	FROSTWIRE.COM	GRINDTV.COM
FOODBUZZ.COM	FRYS.COM	GROCERYBUDGET101.COM
FOODBYCOUNTRY.COM	FUNANDFOODCAFE.COM	GROCERYSMARTS.COM

GROUPRECIPES.COM
GUYISM.COM
GWENS-NEST.COM
HALF.COM
HALFHOURMEALS.COM
HARBORFREIGHT.COM
HARK.COM
HBOGO.COM
HEALTH.COM
HEALTHBOARDS.COM
HEALTHCENTRAL.COM
HEALTHGRADES.COM
HEALTHGURU.COM
HEALTHIERHABITS.NET
HEALTHLINE.COM
HEALTHY-DELICIOUS.COM
HEALTHYFOODHOUSE.COM
HEANDSHEEATCLEAN.COM
HEATHERSDISH.COM
HEAVY.COM
HELIUM.COM
HELPWITHCOOKING.COM
HERDAILY.COM
HGTV.COM
HGTVREMODELS.COM
HIGHBEAM.COM
HILLBILLYHOUSEWIFE.COM
HLNTV.COM
HOLLYSCOOP.COM
HOLLYWIRE.COM
HOLLYWOOD.COM
HOLLYWOODLIFE.COM
HOLLYWOODREPORTER.COM
HOLYCOWVEGAN.NET
HOMEAWAY.COM
HOMEFINDER.COM
HOMEMADESIMPLE.COM
HOMES.COM
HOMESTEAD.COM
HOMETOWNLOCATOR.COM
HOODAMATH.COM
HOOVERS.COM
HOTELPLANNER.COM
HOTELSONE.COM
HOTFILE.COM
HOTNEWHIPHOP.COM
HOTPADS.COM
HOTTOPIC.COM
HOTWIRE.COM
HOUSEHOLDBANK.COM
HOZZ.COM
HOWDOESSHE.COM
HOWSTUFFWORKS.COM
HOWSWEETEATS.COM
HOWTOGEEK.COM
HRDEPARTMENT.COM
HRSACCOUNT.COM
HRW.COM
HSBCCREDITCARD.COM
HSN.COM
HUBPAGES.COM
HULKSHARE.COM
HUMORSWITCH.COM
HUNGRYHEALTHYHAPPY.COM
HUNGRYMONSTER.COM
HYPSTER.COM
IAMCATWALK.COM
IAPPLICANTS.COM
ICE-CREAM-RECIPES.COM
ICHEF.COM
IEGALLERY.COM
IMESH.COM
IMGFAVE.COM
IMINENT.COM
IMOTORS.COM
IN.COM
INBOX.COM
INBOXDOLLARS.COM
INC.COM
INCREDIBAR.COM
INDYSTAR.COM
INFO.COM
INFOPLEASE.COM
INFORMER.COM
INMAMASKITCHEN.COM
INNATTHECROSSROADS.COM
INQUISITR.COM
INSIDERPAGES.COM
INSTANTCHECKMATE.COM
INSTRUCTABLES.COM
INSTYLE.COM
INTERIORCOMPLEX.COM
IOWAGIRLEATS.COM
IPLAY.COM
IREPORT.COM
ISOHUNT.COM
IVILLAGE.COM
IWIN.COM
JACKHENRY.COM
JALOPNIK.COM
JAMIEOLIVER.COM
JANGO.COM
JDANIEL4SMOM.COM
JEANETTESHEALTHYLIVING.COM
JEST.COM
JEZEBEL.COM
JOB.COM
JOBAMATIC.COM
JOBRAPIDO.COM
JOBSONLINE.NET
JOBSRADAR.COM
JOBS-TO-CAREERS.COM
JOBUNGO.COM
JOIN.ME
JOYSTIQ.COM
JR.COM
JSTOR.ORG
JUSTANSWER.COM
JUSTAPINCH.COM
JUSTFAB.COM
JUSTFRUITRECIPES.COM
JUSTGETOFFYOURBUTTANDBAKE.COM
JUSTHERFOOD.COM
JUSTIA.COM
JUSTJARED.COM
JUSTVEGETABLERECIPES.COM
KABAM.COM
KABOODLE.COM
KABOOSE.COM

KANSASCITY.COM	LIVE.COM	MANTA.COM
KARMALOOP.COM	LIVEJOURNAL.COM	MANUALSONLINE.COM
KATHEATS.COM	LIVELEAK.COM	MAPS4PC.COM
KAYAK.COM	LIVEMIXTAPES.COM	MAPSGALAXY.COM
KICKSTARTER.COM	LIVEMOREDAILY.COM	MAPSOFWORLD.COM
KIDSHEALTH.ORG	LIVENATION.COM	MARKETWATCH.COM
KIDSKUBBY.COM	LIVESCIENCE.COM	MAXGAMES.COM
KIDSSTUFFWORLD.COM	LIVESTREAM.COM	MAXPREPS.COM
KILLERHIPHOP.COM	LIVING-FOODS.COM	MCAFFEE.COM
KING.COM	LIVINGSOCIAL.COM	ME.COM
KING5.COM	LOCAL.COM	MEALPLANNING101.COM
KITCHENDAILY.COM	LOCALBUZZ.US	MEALPLANNINGMAGIC.COM
KITCHENMEETSGIRL.COM	LOCALGUIDES.COM	MEALSFORYOU.COM
KITCHENTREATY.COM	LOCALHEALTH.COM	MEALTRAIN.COM
KIZI.COM	LOCALPAGES.COM	MEDIAFIRE.COM
KNOWYOURMEME.COM	LOCKERZ.COM	MEDIAITE.COM
KOMONEWS.COM	LOGMEIN.COM	MEDIATAKEOUT.COM
KONGREGATE.COM	LOLZBOOK.COM	MEDICALNEWSTODAY.COM
KOTAKU.COM	LONELYPLANET.COM	MEDICINENET.COM
KRAFTRECIPES.COM	LOOPNET.COM	MEDSCAPE.COM
KROGER.COM	LORISCULINARYCREATIONS.COM	MEETME.COM
KRONOSTM.COM	LOVEFOODIES.COM	MEETUP.COM
KSL.COM	LOVETOKNOW.COM	MEFEEDIA.COM
KTLA.COM	LOVINGMYNEST.COM	MEGAMILLIONS.COM
KUALI.COM	LOWFARES.COM	MEGAUPLOAD.COM
KUDZU.COM	LUMOSITY.COM	MELSKITCHENCAFE.COM
LAST.FM	LYCOS.COM	MEMEBASE.COM
LATIMES.COM	LYNSKITCHENADVENTURES.COM	MEMECENTER.COM
LAURAINTHEKITCHEN.COM	LYRICS007.COM	MENTALFLOSS.COM
LAWYERS.COM	LYRICSFREAK.COM	MENUISM.COM
LDS.ORG	LYRICSMANIA.COM	MENUPAGES.COM
LEAWO.COM	LYRICSMODE.COM	MERCHANTCIRCLE.COM
LEGACY.COM	LYRICSTIME.COM	MERCURYNEWS.COM
LIFE123.COM	MADAMENOIRE.COM	METACAFE.COM
LIFEHACKER.COM	MAHALO.COM	METACRITIC.COM
LIFESAMBROSIA.COM	MAKEDINNEREASY.COM	METAFILTER.COM
LIFESCRIPT.COM	MAKERS.COM	METRIC-CONVERSIONS.ORG
LIGHTINTHEBOX.COM	MAKEUSEOF.COM	METROLYRICS.COM
LIJIT.COM	MAMASLEBANESEKITCHEN.COM	METROMIX.COM
LILLUNA.COM	MANDATORY.COM	METROPCS.COM
LISASDINNERTIMEDISH.COM	MANGAFOX.ME	MEVIO.COM
LISTAL.COM	MANGAHERE.COM	MGID.COM
LISTVERSE.COM	MANJULASKITCHEN.COM	MIAMIHERALD.COM

MIDWESTLIVING.COM
MILB.COM
MINIMALISTBAKER.COM
MLXCHANGE.COM
MMO-CHAMPION.COM
MNN.COM
MOCOSPACE.COM
MODELMAYHEM.COM
MODERNHOMEMODERNBABY.COM
MODERNMOM.COM
MODERNPARENTSMESSYKIDS.COM
MOM.ME
MOMMYMIXING.COM
MOMSCONFESION.COM
MOMSWHOTHINK.COM
MOMTASTIC.COM
MONEYNEWS.COM
MONKEYQUEST.COM
MONTHLYMEALPLANNER.COM
MOSHIMONSTERS.COM
MOSTLYHOMEMADEMOM.COM
MOTIFAKE.COM
MOTORTREND.COM
MOVIEFONE.COM
MOVIEROOMREVIEWS.COM
MOVIES.COM
MOVIESTARPLANET.COM
MOVIETICKETS.COM
MOVIEWEB.COM
MRFOOD.COM
MTA.INFO
MULTIPLY.COM
MUSICIANSFRIEND.COM
MUSICNOTES.COM
MUZY.COM
MYDAILYMOMENT.COM
MYDISH.COM
MYFITNESSPAL.COM
MYFOXNY.COM
MYFRIDGEFOOD.COM
MYFRIENDSGREETINGS.COM
MYFUNCARDS.COM
MYHEALTHYDISH.COM
MYHOMEMSN.COM
MYHONEYSPPLACE.COM
MYLIFE.COM
MYLIFETIME.COM
MYNEWPLACE.COM
MYNEWSLETTERBUILDER.COM
MYPCBACKUP.COM
MYPODSTUDIOS.COM
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MYXER.COM
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NANCYSKITCHEN.COM
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NATIONALJOURNAL.COM
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NATURALNEWS.COM
NATURE.COM
NAVER.COM
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PARTYCITY.COM	POPCAP.COM	REALCAJUNRECIPES.COM
PARTYPINCHING.COM	POPSUGAR.COM	REALCLEARPOLITICS.COM
PARTY-RECIPES-AND-IDEAS.COM	POPTROPICA.COM	REALMOMKITCHEN.COM
PASTEBIN.COM	PORTUGUESEDINER.COM	REALSIMPLE.COM
PAWNATION.COM	POST-GAZETTE.COM	REALTOR.COM
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PCMAG.COM	PREVENTION.COM	RECIPE.COM
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PENNY-ARCADE.COM	PRICELINE.COM	RECIPEBEST.COM
PEOPLE.COM	PRIMARYGAMES.COM	RECIPEBYPHOTO.COM
PEOPLECLICK.COM	PROBOARDS.COM	RECIPECHART.COM
PEOPLEFINDERS.COM	PRODUCTMADNESS.COM	RECIPECIRCUS.COM
PEOPLEPETS.COM	PRODUTOOLS.COM	RECIPEGIRL.COM
PEOPLESMART.COM	PRONTO.COM	RECIPEHUB.COM
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PHYSICSFORUMS.COM	QUICK-AND-EASY-DINNER.COM	REDBUBBLE.COM
PICMONKEY.COM	QUICKBOOKS.COM	REDENVELOPE.COM
PIPL.COM	QUICKMEME.COM	REFERENCE.COM
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PLAYSTATION.COM	RADIO.COM	RESTAURANT.COM
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POCKETCHANGEGOURMET.COM	RANKINGSANDREVIEWS.COM	REVERBNATION.COM
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RIGHTDIAGNOSIS.COM	SENDEARNINGS.COM	SMUGMUG.COM
RIVALGAMING.COM	SENDORI.COM	SNACK-GIRL.COM
RIVALS.COM	SENDSPACE.COM	SNAGAJOB.COM
ROADFOOD.COM	SERIOUSEATS.COM	SNOPES.COM
ROBLOX.COM	SERVICEMAGIC.COM	SOCKSHARE.COM
ROCKETLAWYER.COM	SEVENFORUMS.COM	SODAHEAD.COM
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RODALE.COM	SFGATE.COM	SOHU.COM
ROLLINGSTONE.COM	SHAPE.COM	SOMEECARDS.COM
RUNESCAPE.COM	SHAREBEAST.COM	SONGKICK.COM
RUNNINGTOTHEKITCHEN.COM	SHARECARE.COM	SONGLYRICS.COM
RUSHCARD.COM	SHEKNOWS.COM	SONGMEANINGS.NET
RXLIST.COM	SHMOOP.COM	SORTEDFOOD.COM
SACBEE.COM	SHOCKWAVE.COM	SOUNDCLOUD.COM
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SALARY.COM	SI.COM	SPANISHDICT.COM
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SALON.COM	SILKROAD.COM	SPENDWITHPENNIES.COM
SANJEEVKAPOOR.COM	SIMON.COM	SPIKE.COM
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SBNATION.COM	SKINNYMOM.COM	SPRINGERLINK.COM
SCHOOLFEED.COM	SKINNYMS.COM	SPRYLIVING.COM
SCHOOLLOOP.COM	SKINNYTASTE.COM	SQUARESPACE.COM
SCOUT.COM	SLACKER.COM	SQUIDOO.COM
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TOPIX.COM
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TRAILS.COM	VERYCULINARY.COM	WEEKLYSTANDARD.COM
TRANSLATEYE.COM	VIBE.COM	WEEWORLD.COM
TRANSUNION.COM	VICE.COM	WEHEARTIT.COM
TRAVELANDLEISURE.COM	VIDBUX.COM	WELLCOOKED.NET
TRAVELCHANNEL.COM	VIDDLER.COM	WELLHABITS.COM
TRAVELMATH.COM	VIDEOBASH.COM	WELLNESS.COM
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TRENDMICRO.COM	VIETNAMESE-RECIPES.COM	WHATSFORDINNER.NET
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TUDOU.COM	VULTURE.COM	WILEY.COM
TUNEIN.COM	VUREEL.COM	WIMP.COM
TURBOBIT.NET	W3SCHOOLS.COM	WINDOWSMEDIA.COM
TURNITIN.COM	WAHOHA.COM	WINPORTAL.COM
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USCELLULAR.COM	WEBKITCHEN.COM	WOMENSHEALTHBASE.COM
USMAGAZINE.COM	WEBEX.COM	WOMENSHEALTHMAG.COM
USNEWS.COM	WEBFETTI.COM	WOMENWORLDBLOG.COM
USSEARCH.COM	WEBKINZ.COM	WONDERHOWTO.COM
USTREAM.TV	WEBPRONWS.COM	WOOT.COM
UTORRENT.COM	WEBS.COM	WORDREFERENCE.COM
V2CIGS.COM	WEBSHOTS.COM	WORLDATLAS.COM
VACATIONRENTALS.COM	WE-CARE.COM	WORLDSTARHIPHOP.COM
VAHREHVAH.COM	WEDDINGBEE.COM	WORLDWINNER.COM
VANGUARD.COM	WEDDINGCHANNEL.COM	WORTHPOINT.COM

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WSJ.COM
WTHR.COM
WTSP.COM
WUFOO.COM
WUNDERGROUND.COM
XE.COM
XEGEN.COM
XKCD.COM
Y8.COM
YAHOO.COM
YAKAZ.COM
YARDBARKER.COM
YARDELLR.COM
YELLOWBOOK.COM
YELLOWBOT.COM
YELLOWNOW.COM
YELLOWPAGES.COM
YELP.COM
YEPI.COM
YESIWANTCAKE.COM
YFROG.COM
YIDIO.COM
YOLASITE.COM
YOUBEAUTY.COM
YOURAVON.COM
YOURDICTIONARY.COM
YOURTANGO.COM
YOUSENDIT.COM
YUKU.COM
YUMMLY.COM
YUMMYHEALTHYEASY.COM
YUMSUGAR.COM
ZAP2IT.COM
ZAZZLE.COM
ZBIDDY.COM
ZDNET.COM
ZENDESK.COM
ZILLOW.COM
ZIMBIO.COM
ZIPPYSHARE.COM
ZIPREALTY.COM
ZMOVIE.TV

ZOCDOC.COM
ZOOSK.COM

Exhibit 4

EXHIBIT 4

**If you purchased Truvia® Natural Sweetener
a class action settlement may affect your rights. You could
be entitled to up to \$72 in cash or \$120 worth of Vouchers.**

**CLICK HERE
FOR MORE
INFORMATION**

**If You Purchased
Truvia® Natural Sweetener
a class action settlement may
affect your rights. You could be
entitled to up to \$72 in cash
or \$120 worth of Vouchers.**

CLICK HERE FOR MORE INFORMATION

Exhibit 5

EXHIBIT 5

Settlement Administrator Dahl Administration Announces Class Action Settlement in the *Martin v. Cargill* Litigation (Minneapolis, MN)

If you purchased Truvia[®] Natural Sweetener products, you could receive compensation from a class action settlement.

A settlement has been reached in a class action lawsuit against Cargill, Incorporated (“Cargill”), the manufacturer of Truvia Natural Sweetener. The lawsuit claims that Cargill mislabeled its Truvia Natural Sweetener products by describing the products and their ingredients as “natural.” Cargill denies the allegations in the suit, asserts it has not violated any laws, and believes that it has accurately described the products and their ingredients as natural. To avoid further litigation, the Parties have reached a class action settlement, which was preliminarily approved by the United States District Court for the District of Minnesota on _____.

Under the terms of the settlement, you may be entitled to compensation if you purchased Truvia Natural Sweetener in the U.S. from July 1, 2008, through [date of Preliminary Approval Order], for individual or household use. Excluded from the Class are Cargill and its board members, officers, and attorneys; governmental entities; the Court presiding over the settlement; and those persons who timely and validly request exclusion from the Settlement Class.

What Does The Settlement Provide? Settlement Class Members may submit a properly completed Claim Form and be eligible to receive a cash refund of up to \$72 or Vouchers valued at up to \$120 that can be exchanged for certain Truvia Natural Sweetener products. Cargill has also agreed to make certain changes to Truvia Natural Sweetener product labels and to modify the www.Truvia.com website to further describe how the products and their ingredients are manufactured.

How Do You Submit A Claim? To qualify for payment, you must submit a Claim Form by February 13, 2014. Claim Forms can be obtained and returned by mail to Truvia Settlement Administrator, P.O. Box 3614, Minneapolis, MN 55403-0614, or online at www.TruviaSweetenerLawsuit.com. Claim Forms can also be obtained by calling 1-____-____-_____.

What Are Your Other Options? If you don’t want to be legally bound by the settlement, you must exclude yourself (“opt-out”) by January 14, 2013. The detailed notice available at www.TruviaSweetenerLawsuit.com or by calling 1-____-____-_____ explains how to exclude yourself from the settlement. If you exclude yourself, you will not get any settlement payment and you cannot object to the settlement. You also will not be bound by the settlement and may be able to sue (or continue to sue) Cargill regarding the claims in this lawsuit.

If you're a Class Member, you may object to any part of the settlement you don't like, and the Court will consider your views. Your objection must be timely, in writing and must provide evidence of your membership in the Class. Procedures for submitting objections are set out in the detailed notice available at www.TruviaSweetenerLawsuit.com or by calling 1-____-____-____.

The Court will hold a Final Fairness Hearing at a.m./p.m. on _____ in _____, Minnesota. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and whether to approve the Class Representatives' incentive awards up to of \$2,000 each and attorneys' fees and expenses up to \$1,590,000. You may attend the hearing, and you may hire your own lawyer, but you are not required to do either. The Court will consider timely written objections and will listen to people who have made a prior written request to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement.

What To Do If You Have Questions. This Notice is just a summary. Detailed notice, as well as the Settlement Agreement and other documents filed in this lawsuit, can be found online at www.TruviaSweetenerLawsuit.com. For more information, you may call or write to the Truvia Settlement Administrator at 1-____-____-____, P.O. Box 3614, Minneapolis, MN 55403-0614 or mail@TruviaSweetenerLawsuit.com.

QUESTIONS? CALL 1-____-____-____ or VISIT www.TruviaSweetenerLawsuit.com

MEDIA: Jeff Dahl, 952-562-3601

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

<p>MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>CARGILL, INCORPORATED,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 13-cv-2563 (RHK/JJG)</p> <p style="text-align: center;">ATTACHMENT TO THE CLASS SETTLEMENT AGREEMENT</p>
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EXHIBIT D

If you purchased Truvia® Natural Sweetener products, you could receive compensation from a class action settlement.

A settlement has been reached in a class action lawsuit against Cargill, Incorporated (“Cargill”), the manufacturer of Truvia Natural Sweetener. The lawsuit claims that Cargill mislabeled its Truvia Natural Sweetener products by describing the products and their ingredients as “natural.” Cargill denies the allegations in the suit, asserts it has not violated any laws, and believes that it has accurately described the products and their ingredients as natural. To avoid further litigation, the Parties have reached a class action settlement, which was preliminarily approved by the United States District Court for the District of Minnesota on _____.

Under the terms of the settlement, you may be entitled to compensation if you purchased Truvia Natural Sweetener in the U.S. from July 1, 2008, through [date of preliminary approval order], for individual or household use. Excluded from the Class are Cargill and its board members, officers, and attorneys; governmental entities; the Court presiding over the settlement; and those persons who timely and validly request exclusion from the Settlement Class.

What Does The Settlement Provide?

Settlement Class Members may submit a properly completed Claim Form and be eligible to receive a cash refund of up to \$72 or Vouchers valued at up to \$120 that can be exchanged for certain Truvia Natural Sweetener products. Cargill has also agreed to make certain changes to Truvia Natural Sweetener product labels and to modify the www.Truvia.com website to further describe how the products and their ingredients are manufactured.

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To qualify for payment, you must submit a Claim Form by February 13, 2014. Claim Forms can be obtained and returned by mail to Truvia Settlement Administrator, P.O. Box 3614, Minneapolis, MN 55403-0614, or online at www.TruviaSweetenerLawsuit.com. Claim Forms can also be obtained by calling 1-____-____-_____.

What Are Your Other Options?

If you don’t want to be legally bound by the settlement, you must exclude yourself (“opt-out”) by [date ordered by Court]. The detailed notice available at www.TruviaSweetenerLawsuit.com or by calling 1-____-____-_____ explains how to exclude yourself from the settlement. If you exclude yourself, you will not get any settlement payment and you cannot object to the settlement. You also will not be bound by the settlement and may be able to sue (or continue to sue) Cargill regarding the claims in this lawsuit.

If you’re a Class Member, you may object to any part of the settlement you don’t like, and the Court will consider your views. Your objection must be timely, in writing and must provide evidence of your membership in the Class. Procedures for submitting objections are set out in the detailed notice available at www.TruviaSweetenerLawsuit.com or by calling 1-____-____-_____.

The Court will hold a Final Fairness Hearing at _____ a.m./p.m. on _____ in _____, Minnesota. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and whether to approve the Class Representatives’ incentive awards up to of \$2,000 each and attorneys’ fees and expenses up to \$1,590,000. You may attend the hearing, and you may hire your own lawyer, but you are not required to do either. The Court will consider timely written objections and will listen to people who have made a prior written request to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement.

What To Do If You Have Questions

This Notice is just a summary. Detailed notice, as well as the Settlement Agreement and other documents filed in this lawsuit, can be found online at www.TruviaSweetenerLawsuit.com. For more information, you may call or write to the Truvia Settlement Administrator at 1-____-____-_____, P.O. Box 3614, Minneapolis, MN 55403-0614 or mail@TruviaSweetenerLawsuit.com.

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

<p>MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>CARGILL, INCORPORATED,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 13-cv-2563 (RHK/JJG)</p> <p style="text-align: center;">ATTACHMENT TO THE CLASS SETTLEMENT AGREEMENT</p>
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EXHIBIT E



 from nature, for sweetness™

Good for one **FREE** package of Truvia® natural sweetener (40 ct., 80 ct., spoonable) or Truvia® Baking Blend with sugar

Find it at your grocery store. Discover more at truvia.com

MANUFACTURER'S COUPON
DO NOT DOUBLE

EXPIRES
6/01/15



Good for one **FREE** package
Truvia® natural sweetener (40 ct., 80 ct., spoonable)
or Truvia® Baking Blend with sugar

\$

RETAILER: Write in retail price paid.
[Maximum value \$10.00]

CONSUMER: Good for one free package of Truvia® natural sweetener (40 ct. 80 ct, spoonable) or Truvia® Baking Blend with sugar. DO NOT DOUBLE. The maximum value of this coupon is restricted to \$10.00. Vouchers cannot be redeemed for cash from Cargill or any retailer. Consumer pays sales tax where applicable. No other coupon may be used in conjunction with this offer. Void where taxed or prohibited. Void if copied. For in-store purchases only. Not valid for online purchases. Any other use constitutes fraud. **RETAILER:** Cargill, Incorporated will reimburse you for the face value of this coupon plus 8¢ if submitted in compliance with the terms of this offer. Valid only if redeemed by distributor of our merchandise or one especially authorized by Cargill, Incorporated. Cash value 1/100 of 1¢. For redemption mail to: Truvia® natural sweetener, CMS Dept #13600, One Fawcett Drive, Del Rio, TX 78840. ©2013 Cargill, Incorporated. All Rights Reserved. Truvia® and from nature for sweetness™ are registered trademarks of The Truvia Company, LLC.

0013600-098157



**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

<p>MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>CARGILL, INCORPORATED,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 13-cv-2563 (RHK/JJG)</p> <p style="text-align: center;">ATTACHMENT TO THE CLASS SETTLEMENT AGREEMENT</p>
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EXHIBIT F

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

MOLLY MARTIN and LAUREN BARRY, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

CARGILL, INCORPORATED,

Defendant.

Case No. 0:13-cv-02563 (RHK/JJG)

**DECLARATION OF WILLARD P. OGBURN IN SUPPORT OF UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, CERTIFICATION OF SETTLEMENT CLASS, APPROVAL OF
NOTICE PLAN, AND SCHEDULING OF DATE FOR FINAL FAIRNESS
HEARING**

Pursuant to 28 U.S.C. § 1746, I, Willard P. Ogburn, do hereby declare as follows:

1. I am the Executive Director of the National Consumer Law Center (“NCLC” or the “Center”), a 501(c)(3) non-profit organization that focuses on the consumer and energy problems facing low-income people. I respectfully submit this declaration in support of the Unopposed Motion for Preliminary Approval of Class Action Settlement, Certification of Settlement Class, Approval of Notice Plan, and Scheduling of Date for Final Fairness Hearing. The matters set forth herein are of my own personal knowledge and, if called and sworn as a witness, I could competently testify regarding them.

2. NCLC is based in Boston and operates a branch office in Washington, D.C.

As Executive Director of NCLC, I am responsible for priority setting, project assignments, and quality of work at the organization and direct all research, policy, and advocacy projects as well as Center policy-making, hiring, fundraising, and budgetary planning.

3. I am submitting this declaration in support of plaintiffs' motion for *cy pres* distribution. NCLC will use any *cy pres* award this Court approves to support projects to benefit the Settlement Class in this case, or similarly situated persons, and to promote the law consistent with the objectives and purposes of this case's underlying causes of action. In particular, NCLC will use any such award to help advance the rights of consumers around the country to be free of deceptive and unfair practices and to enforce—and help others enforce—consumer rights and consumer protection laws.

4. This declaration will describe my background and experience and the activities of NCLC in some detail, with a particular emphasis on our successful advocacy on behalf of consumers nationwide.

My Background and Experience

5. I received a B.A. with honors in Political Science in 1969 from Brown University and a J.D. in 1973 from the University of Chicago Law School.

6. After law school, I worked for the Law Reform Unit at Cleveland Legal Aid from 1973 to 1975, where I was responsible for issues of consumer and health law. I joined NCLC as a staff attorney in 1975.

7. From 1978 to 1979, I was the Deputy Commissioner for Consumer Credit at the Massachusetts Banking Commission. In that position, I directed a staff of 40 in

four divisions and was responsible for the supervision and regulation of consumer finance licensees (including all small loan companies, insurance premium finance companies, sales financiers, and collection agencies); the examination of all regulated banks, savings institutions, and credit unions for compliance with consumer protection laws (including Truth in Lending, Equal Credit Opportunity, and Fair Housing); and consumer assistance functions of the office.

8. I returned to NCLC as the Deputy Director from 1979 to 1987, and I have served as Executive Director from 1987 to the present. As Executive Director, I have personally undertaken legislative and policy advocacy on the national and state levels; litigated on the state level and in federal district courts; represented low-income consumers in administrative proceedings; drafted model state laws; authored policy studies, numerous articles on consumer law, and several consumer law treatises including *Fair Credit Reporting Act* (4th and earlier editions); and presented, trained, and spoken at national and state conferences, seminars, and continuing legal education courses.

9. I currently am a member in good standing in the U.S. District Court for the Northern District of Ohio, 1973 (inactive); the Supreme Judicial Court of Massachusetts, 1976; the U.S. Court of Appeals for the Fifth Circuit, 1977; the U.S. Court of Appeals for the Seventh Circuit, 1979; and the Supreme Court of the United States, 1979. My personal honors include a three-year term on the Federal Reserve Board's Consumer Advisory Council (I was appointed Chairman in 1984). I have served on the Consumer Federation of America's Board of Directors (vice-president), the National Association of Consumer Advocates' Board of Directors (executive committee), and Consumer Reports.

I received the Lifetime Achievement Award (1999) from the National Association of Consumer Advocates and the William J. Proxmire Lifetime Achievement Award (2001) from the American College of Consumer Financial Services Lawyers.

General Background about the National Consumer Law Center

10. NCLC was founded at the Boston College School of Law in 1969. On our staff of 20 attorneys, the median attorney has over 20 years of specialized consumer law expertise. NCLC addresses the most significant consumer problems faced daily by low-income families, such as unfair and deceptive sales practices, credit card problems, debt collection harassment, unfair arbitration clauses in consumer contracts, credit report errors, abusive car sales and financing practices, high-cost banking and credit transactions, home utility terminations, telecommunications issues, and many others. For more than four decades, NCLC has been a leading source of legal and public policy expertise on consumer issues for lawyers, federal and state policymakers, consumer advocates, journalists, and front-line providers of human services.

11. NCLC is dedicated to promoting fairness and justice in the marketplace. We focus on unfair and deceptive acts and practices that hurt low-income and economically disadvantaged individuals, families, and neighborhoods. Unfair practices squeeze precious dollars from the poor and undermine their efforts to build wealth and financial security. NCLC helps struggling individuals and families to make smart financial decisions and stabilize their finances after going through a crisis.

12. The National Consumer Law Center is governed by a volunteer national board of directors, which includes a past president of the American Bar Association, a

former Arizona Solicitor General, as well as bar association representatives and clients from low-income communities. NCLC's staff of experts provides a wide range of direct assistance to consumer attorneys, including consultation on legal issues, co-counseling, expert testimony, legal research, continuing legal education, and widely respected legal treatises. NCLC gives priority to providing case assistance and training targeted at legal aid and *pro bono* attorneys representing low-income clients. We are a national organization providing support of consumer advocates working on behalf of low-income families. NCLC has trained and advised thousands of advocates, appeared in cases throughout the nation, as well as working with state and federal commissions and legislatures, and testified upon invitation.

13. NCLC is a frequent recipient of *cy pres* funds. Since 1997, we have received over 300 *cy pres* and class action settlement awards. Funding from *cy pres* awards is used to protect the rights of economically vulnerable consumers.

14. NCLC has received court awards from cases every year for the last twelve years, which has allowed us to devote additional resources to the needs of consumers throughout the country.

NCLC Leadership in the Legal Community

15. NCLC has provided substantial leadership in the legal community. The American Bar Journal review of NCLC's *Consumer Credit and Sales Legal Practice Series* of treatises described them as “. . . a monumental undertaking comparable to but more practical than the Restatement of Laws.” NCLC staff has appeared as counsel and *amicus curiae* before the United States Supreme Court, all of the United States Courts of

Appeal, and numerous state courts. Our legal expertise was cited by United States Court of Appeals in *Besta v. Beneficial Loan Co.*, 855 F. 2d 532, 534 (8th Cir. 1988) (expert testimony of K. Keest); and *Crossley v. Lieberman*, 868 F.2d 566, 569 (3rd Cir. 1989) (citation to Robert Hobbs, “leading commentator”); our treatise *Unfair and Deceptive Acts and Practices* cited in *Gibbons v. J. Nuckolls, Inc.*, 216 S.W.3d 667, 670 n.13 (Mo. 2007), (citation to NCLC, “national experts”); our treatise *Truth in Lending* cited in *Pfennig v. Household Credit Services, Inc.*, 295 F.3d 522, 530 (6th Cir. 2002); and our treatise *Consumer Class Actions* in *State v. Homeside Lending, Inc.*, 2003 VT 17, 175 Vt. 239, 253 n.11, 254 n.13, 255, 826 A.2d 997, 1009 n.11, 1010 n.13, 1010 (2003).

16. Staff attorneys at NCLC have been appointed to many prestigious boards and committees, including: the Judicial Conference Bankruptcy Rules Committee (appointed by Chief Justice Roberts), the American College of Bankruptcy Fellows, the National Conference of Commissioners on Uniform State Laws, the American Bar Association Business Law Section, and the Energy and Transportation Task Force of the President’s Council on Sustainable Development. More NCLC staff have been appointed by the Board of Governors of the Federal Reserve System to their statutory Consumer-Industry Advisory Committee than any two other organizations combined. Present and former NCLC staff have held or hold public, appointed positions of authority.

17. NCLC has received funding from a diverse group of foundations, corporations, and government agencies, including: the Ford Foundation; Annie E. Casey Foundation; National Conference of Bankruptcy Judges Endowment for Education; American College of Bankruptcy; Boston Bar Foundation; Massachusetts Bar

Foundation; California Consumer Protection Foundation; Fannie Mae Foundation; Open Society Institute; W.K. Kellogg Foundation; Boston Foundation; Paul and Phyllis Fireman Charitable Foundation; Mifflin Memorial Fund; Energy Foundation; Freddie Mac; NeighborWorks America; Sandler Foundation; the United States Departments of Energy, Health and Human Services, Housing and Urban Development, and Justice; AARP; Consumers Union; and the Massachusetts Legal Assistance Corporation.

18. NCLC is recognized nationally as a preeminent expert in consumer credit law and policy and has drawn on this expertise to provide information, analysis, and market insights to federal and state legislatures, administrative agencies, and the courts. Examples of legislative areas where NCLC has provided such assistance include:

a. The Military Lending Act of 2006. NCLC helped draft the substantive protections that were included in the Act. A 36-percent interest rate cap was imposed on certain loans made to active duty members of the armed forces and their dependents. The law covers consumer credit extended on or after October 1, 2007, except for residential mortgages and purchase money loans secured by a car or other personal property. The law also bans lenders from inserting mandatory arbitration clauses into loans for the military.

b. The Home Ownership and Equity Protection Act of 1994 (“HOEPA”). HOEPA was the Congressional response to the increased incidence of “equity-skimming”—*i.e.*, using abusive terms in credit transactions as a means of tapping the equity in the homes of financially unsophisticated consumers. NCLC participated in the drafting of the original bill and its amendments and provided analysis to staff and

testimony to Congressional committees.

c. The Truth in Lending Act Amendments of 1995. The Truth in Lending Act Amendments of 1995 included provisions giving mortgage lenders some retroactive immunity from liability for certain Truth in Lending errors and a sizeable increase in the tolerance for error in disclosing the finance charge, applicable both retroactively and prospectively. NCLC's expertise was crucial in drafting a bill that preserved essential consumer protections in the Truth in Lending Act.

d. The Fair Debt Collection Practices Act. The Fair Debt Collection Practices Act, enacted in 1978 and amended since, responded to widespread and notorious debt collection practices by setting forth national standards for third-party debt collection activities. The final version relied heavily upon language drafted by NCLC staff and, like other later chapters of the federal Consumer Credit Protection Act, reflects the testimony and expert comments of the Center.

19. An essential element of our advocacy is our close relationship with thousands of legal services advocates who work directly with low-income consumers. These advocates share their experiences with us and give us direct contact with the day-to-day experiences of their clients. This information from the "ground up" informs our advocacy with policymakers.

NCLC's Legal Treatises

20. NCLC is author of the widely praised *Consumer Credit and Sales Legal Practice Series*. This 20-volume set of treatises on consumer law is widely used by legal aid offices (at a substantial discount) throughout the country and the private bar, and it is

available by subscription. The manuals detail state legislation and case law in all 50 states, with analysis of federal laws, regulations, cases, agency interpretations, and letters. All manuals come with a companion website are revised or supplemented every year. Here is a short summary of just six of the 20 volumes:

a. *Unfair and Deceptive Acts and Practices* (8th ed. 2012). The most important consumer statute is a state's unfair and deceptive acts and practices ("UDAP") statute, which covers a wide array of deceptive or abusive practices—auto repair and sales, insurance, landlord/tenant, credit, leases, mobile homes, utilities, debt collection, foreclosures, business opportunities, and much more. NCLC's manual has been universally recognized for over 20 years as the essential guide in this area.

b. *Fair Debt Collection* (7th ed. 2007 and 2013 Supp.). Consumer attorneys rely on this treatise for the latest thinking and definitive analyses of the federal Fair Debt Collection Practices Act. For 23 years, this groundbreaking work has been the basic reference in the field.

c. *Truth in Lending* (8th ed. 2012.). For over 30 years, NCLC has been the nation's premier expert on Truth in Lending ("TIL"), and this volume is the definitive work in its field. It provides the leading discussion of TIL rescission rights that allow homeowners to cancel mortgages and offers the most thorough, up-to-date, and innovative chapter on HOEPA, the key federal law dealing with predatory mortgages. The volume also covers credit card, open-end, closed end, variable rate, and home equity loan disclosure rules.

d. *Fair Credit Reporting* (7th ed 2010 and 2012 Supp.). Over 150

million Americans have credit files with the major credit reporting agencies. As many as 50 million of these files contain errors, even though consumers view these files as one of their most important assets. This volume is the leading book, not only on Fair Credit Reporting Act litigation, but on practical steps short of litigation that lawyers can take to help their clients deal with their credit rating problems.

e. *Consumer Arbitration Agreements* (6th ed. 2011 and 2012 Supp.).

An ever growing number of consumer lawsuits are being forced into binding arbitration based upon mandatory, pre-dispute provisions in their original contracts that seek to shield corporations from class actions, punitive damages awards, discovery, and other consumer remedies. This volume has been prepared as a collaboration between NCLC and Public Justice, a leading advocate for consumers in resisting binding arbitration clauses. The manual provides in-depth case law analysis and innovative ways to test an arbitration clause's enforceability.

21. NCLC's legal treatises are supplemented by NCLCeReports, eight to ten online articles each month, which are free for treatise subscribers.

Amicus Curiae Briefs

22. In view of its widely recognized expertise, NCLC is frequently asked to appear as *amicus curiae* in consumer law cases before trial and appellate courts and does so in appropriate circumstances. Among the many cases in which NCLC has prepared briefs *amicus curiae* or appeared as counsel, the most notable include: *Miller v. Bank Of America* (Cal. Court of Appeals Jan. 2006) (asking court to uphold decision that bank violated Social Security Act and state policy by taking exempt social security funds out

of senior citizens' checking and savings accounts without the depositor's permission to pay overdraft loans and fees to bank); *American Bankers Assoc. v. Lockyer* (E.D. Cal. Oct. 2002) (arguing that credit card disclosures required by California were preempted or invalidated for national banks by the National Bank Act); *Kawaauhau v. Geiger*, 118 S. Ct. 974 (1998) (only torts done with intent to cause injury are non-dischargeable in bankruptcy); *Heintz v. Jenkins*, 115 S. Ct. 1489, 131 L. Ed. 2d 395 (1995) (federal Fair Debt Collection Practices Act requires that bank's attorney not misrepresent the amount of the debt); *Taylor v. Freeland & Kronz*, 112 S. Ct. 1644 (1992) (debtor exemption allowed by operation of law); *Pennsylvania Dep't of Public Assistance v. Davenport*, 110 S. Ct. 2126 (1990) (meaning of "debt" within bankruptcy code); *Memphis Light, Gas & Water Division v. Craft*, 431 U.S. 1 (1978) (establishing due process right to notice prior to termination of municipal utility service); *Fuentes v. Shevin*, 409 U.S. 902 (1972) (recognizing due process rights and protections in the repossession of consumer property where state action is involved); and *Swarb v. Lennox*, 403 U.S. 928 (1971) (due process rights relating to confession of judgment clauses in consumer credit contracts).

Technical Assistance and Case Consulting

23. NCLC offers in-depth case consulting services to lawyers representing low- and moderate-income consumers. We help lawyers: a) to identify factual and legal issues and relevant case law; b) to analyze contract documents (including complex mortgage documents), do credit math, and spot hidden overcharges; c) to develop and/or review draft pleadings, memoranda, and discovery; d) to conduct legal research; e) by offering legal theories, settlement strategies, and litigation tips; and f) by offering legal practice

publications at a substantial discount. NCLC's help can save an attorney hours or even days of work. To further improve communication and share advocacy strategies on a host of topics, NCLC and a sister organization operate nine specialized e-mail list serves.

Training of Lawyers and Advocates

24. Since January 2012, NCLC has trained over 20,000 lawyers, government workers, human services providers, and other advocates at training workshops, conferences, webinars, and other events. Our annual Consumer Rights Litigation Conference is the main source of continuing legal education for attorneys representing individual consumers. The 22nd annual conference will be held November 7–10, 2013, in Washington, D.C. Over 800 consumer attorneys are expected to attend.

Consumer Education

25. Apart from our publications for attorneys, NCLC writes books and other educational materials for consumers themselves and for our large network of lay advocates and service providers. Written in clear and direct language, these materials give practical advice on how to make smart choices in the face of serious consumer problems.

26. *The NCLC Guide to Surviving Debt* (2013 edition) is written for consumers overwhelmed by financial hardship. It offers authoritative yet easy-to-understand information for people dealing with a wide range of consumer financial problems, including car repossessions, credit card debt, student loans, and much more.

27. Other publications for advocates include guides to *Consumer Rights for Domestic Violence Survivors*, *Mobile Homes*, *Consumer Rights for Immigrants*, and *Bank*

Accounts and Consumer Rights.

28. In addition, NCLC has written and disseminated scores of brochures on common consumer troubles, many of which have been translated into multiple languages (Spanish, Chinese, Korean, Russian, and Vietnamese), including: *Cashing Checks*; *Borrower Beware: The High Cost of Small Loans Pawn Brokers and Rent-to-Own Stores*; *The Truth About Credit Reports*; *Money Wiring*; and *Beware of Dishonest Immigration Consultants*. With funding from the U.S. Administration on Aging and other sources, NCLC develops consumer education brochures on consumer frauds and abuses and consumer law rights, for distribution by local agencies, programs, and community groups.

29. NCLC responds to requests from journalists for information and disseminates policy papers on important consumer issues. We are consulted and quoted regularly by The New York Times, The Wall Street Journal, USA Today, The Los Angeles Times, The Washington Post, National Public Radio, and other major news organizations. We work with the media to alert consumers to potential scams and provide tips on practical steps to take to avoid abusive transactions and to obtain relief.

30. Through all of its activities, NCLC is committed to promoting equal access to justice for consumers. Funding is used for the benefit of consumers, especially low-income consumers, who are treated unfairly in the consumer marketplace and need legal help. NCLC's expertise is made available to public officials, attorneys, and other advocates nationwide who protect the consumer rights of Americans.

NCLC's Work on Issues Involving Unfair and Deceptive Acts and Practices

31. NCLC publishes the treatise, *Unfair and Deceptive Acts and Practices* (8th ed. 2012). For over 30 years it has been considered the essential legal manual for lawyers practicing in the area. In exhaustive detail, it covers unfairness standards, the scope of each state's UDAP statute, the liability of third parties for UDAP violations, and much more. It has been cited by many courts. It includes a 50-state analysis of bait and switch, deceptive pricing, and "free" offers.

32. The UDAP treatise summarizes the relevant caselaw for cases involving false and deceptive advertising (including the mislabelling of food), as well as unsubstantiated claims, deceptive pricing inducements, misrepresentations regarding a product's or seller's characteristics, high-pressure or intrusive sales techniques, breach of contract or warranty, misrepresentation of the consumer's legal rights, delay and nondelivery, misrepresentation that used goods are new, other deceptive performance practices, and deceptive billing practices.

33. NCLC publishes the treatise, *Federal Deception Law* (2012), a new treatise on Federal Trade Commission and Consumer Financial Protection Bureau regulations, the Federal RICO statute, and other key federal standards that regulate consumer transactions.

34. We published a special report, *Consumer Protection in the States: A 50-State Report on Unfair and Deceptive Acts and Practices Statutes* (2009), which analyzed the strengths and weaknesses of state unfair and deceptive acts and practices statutes. It analyzes their substantive prohibitions, their scope, the remedies they provide for the

state enforcement agency, and the remedies they provide for consumers. The report identifies a number of measures that states can take to strengthen consumer protections. In addition, the report includes an appendix with a detailed analysis of each state's UDAP law.

35. We have written or joined amicus briefs on unfair and deceptive acts and practices (UDAP) issues, including one about the scope of the Michigan UDAP statute before the Michigan Supreme Court.

36. NCLC has filed comments with the Federal Trade Commission ("FTC") on rules that involve false advertising. For example, we filed comments when the FTC proposed to amend the telemarketing sales rule to address debt relief services. We have filed comments with the Consumer Financial Protection Bureau regarding financial exploitation of seniors that covers advertising issues.

37. NCLC writes up the definitive analysis of the Credit CARD Act's requirements for credit card advertising, as well as auto leasing and other consumer leasing advertising and vocational school advertising.

38. NCLC presented testimony before the U.S. House Financial Services Committee in 2009 concerning "Legislative Solutions for Preventing Loan Modification and Foreclosure Rescue Fraud," which included information on false advertising.

39. In 2010, NCLC published a fact sheet for elder advocates on home improvement scams, which included a section on false advertising.

40. NCLC also regularly issues investigative reports on a wide range of important emerging issues that have a direct impact on low income consumers. Copies of

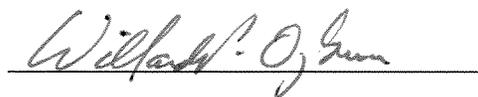
these reports may be found at NCLC's website, www.nclc.org.

Conclusion

41. In addition to the information set forth above, extensive further background information on NCLC's staff and activities is available on our web site at www.nclc.org.

42. A *cy pres* award to the NCLC will benefit the Settlement Class, or similarly situated persons, and will promote the law consistent with the objectives and purposes of the underlying causes of action in this case. NCLC will use any such award to protect and advance the rights of consumers in Minnesota and around the country, including their rights to be free of deceptive and unfair practices. I would be more than pleased to provide any additional information directly to the Court that it might require.

I declare, under penalty of perjury under the laws of the State of Minnesota, that the foregoing is true and correct. Executed this 19th day of September, 2013, in Boston, Massachusetts.



Willard P. Ogburn

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

<p>MOLLY MARTIN and LAUREN BARRY, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>CARGILL, INCORPORATED,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 13-cv-2563 (RHK/JJG)</p> <p style="text-align: center;">ATTACHMENT TO THE CLASS SETTLEMENT AGREEMENT</p>
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EXHIBIT G

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

<p>Molly Martin and Lauren Barry, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>Cargill, Incorporated,</p> <p style="text-align: center;">Defendant.</p>	<p>Civil Action No. 13-cv-2563</p> <p>DECLARATION OF STEPHEN BROBECK IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT</p>
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I, Stephen Brobeck, hereby state and declare:

1. I am Executive Director and CEO of the Consumer Federation of America (CFA) and have been since the spring of 1980 at the decision of the CFA Board of Directors. I make this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.
2. CFA is a non-profit, 501(c)(3) corporation founded in 1968. The main office of CFA is at 1620 I Street, NW, Suite 200, Washington, D.C. 20006. The phone number is 202-387-6121. The website www.consumerfed.org.
3. CFA is an association of nearly 300 non-profit member groups. CFA's mission, as a non-profit public policy organization, is to advance the consumer interest through research, advocacy, and education. CFA's some 270 non-profit members, who elect the Board of Directors and establish its policy positions, include a broad range of organizations, including, the National Consumer Law Center, AARP, over 100 state and local consumer groups, and over 100 consumer cooperatives, including

many food cooperatives which have been pioneers in nutritional labeling and the sale of bulk and natural foods.

4. CFA's 24 staff members are supported by a budget of nearly \$3 million annually, specifically, \$3.3 million in 2009, \$2.7 million in 2010, and \$2.7 million in 2011, \$2.6 million. Our annual financial reports are independently audited and reviewed and approved by the CFA Board of Directors, which reviews organizational finances at its three meetings each year.
5. For several decades, scholars have identified CFA as one of the nation's most influential consumer organizations. During this period, for example, CFA has been asked by the U.S. Congress to give testimony far more often than any other consumer organization. In recent years, CFA played an instrumental role in successfully advocating legislation and regulation with significant new consumer protections. These measures include:
 - a. The Dodd-Frank Wall Street Reform and Consumer Protection Act (2010), which represents the most substantial restructuring of financial regulation since the Great Depression. CFA's extensive efforts to support this legislation included leadership of coalition efforts, grassroots organizing, supportive research and analysis, traditional and social media communications and communications with congressional leaders and the Administration. CFA was one of the primary groups with which Senator Dodd and Congressman Frank communicated about the consumer provisions of their legislation.

- b. The Consumer Product Safety Improvement Act (2009), which greatly strengthened consumer product safety protections through increased funding for the Consumer Product Safety Commission, greater public access to data about unsafe products and more effective testing of dangerous products. CFA helped lead the coalition of consumer groups that successfully urged Congress to approve this legislation. As well as this leadership, our work included building a case for these and other reforms, talking frequently with the news media and proposing and reviewing provisions.
 - c. Net Neutrality Requirements (2010), which the Federal Communications Commission approved to prohibit internet providers from blocking or impairing consumer access to content and services on the Web. Over a two-year period, CFA communicated frequently with congressional leaders, with the White House and with FCC members, including the Chairman, to persuade the FCC to issue the strongest possible requirements that were politically feasible and to dissuade Congress from passing legislation that would have rolled back these requirements.
6. Fuel Economy Standards (2012), issued jointly by the National Highway Traffic Administration and Environmental Protection Agency requiring cars and light trucks to meet an average 54.5 miles per gallon by 2025. For nearly a decade, CFA has been the leading consumer group promoting higher fuel economy standards. Our role in helping persuade Congress to pass legislation, the Administration to issue rules requiring an average 35.5 mpg by 2016, and the most recent rules included

showing that these standards would save consumers money (declining fuel costs would more than offset rising vehicle prices), issuing national surveys showing that consumers strongly supported the standards, mobilizing support from other consumer groups, submitting regulatory comments, and communicating frequently with NHTSA, EPA, and the White House.

7. In the area of consumer protection related to Food and Agriculture, the CFA established the Food Policy Institute in 1999, which conducts research and advocacy to promote a safer, healthier, and more affordable food supply. The Institute supports many initiatives, including changes to federal food inspection programs to ensure increased food safety protections for consumers, changes in federal food regulations to encourage production and marketing of healthier foods and an improved regulatory regime and mandatory labeling for genetically engineered foods. Among its other work, CFA's Food Policy Institute coordinates the highly praised National Food Policy Conference, which is held annually in Washington, D.C., and explores the top current food and agriculture issues with a diverse mix of policy makers, advocates, and scientists.
 - a. The Food Safety Modernization Act (2010), which modernized the food safety laws of the Food and Drug Administration, shifting the agency's approach from reaction to prevention. The law provided FDA with authority to require food safety standards for produce, better assure the safety of imported foods and increased the frequency of inspections of food facilities. CFA helped lead a coalition of consumer groups that successfully urged Congress to

approve this legislation. As well as this leadership, our work included building a case for these and other reforms, talking frequently with the news media and proposing and reviewing provisions.

- b. CFA is leading consumer efforts to require nutrition and alcohol labeling of alcoholic beverages as well as labeling of mechanically tenderized meat. CFA has also been the lead consumer organization advocating for country of origin labeling (COOL) which provides consumers with information about the origin of food products they purchase. CFA successfully urged Congress to pass COOL legislation, worked with USDA to implement the law, conducted consumer polling, and is helping defend the law from challenges.
- c. CFA works with a large coalition on a national campaign to require labeling of genetically modified organisms (GMOs). CFA also advocates for improvements in the regulatory process designed to approve GMOs. In particular, CFA has urged the federal government to engage stakeholders in a national discussion on the ethical and social implications of genetically modifying animals.

I declare under the penalty of perjury under the laws of the State of Minnesota that the foregoing is true and correct, and that if called upon to testify, I could verify the accuracy of the same. This document was executed on September 19, 2013, in Washington D.C.



Stephen Brobeck