

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement is entered into this 26th day of March, 2018, between Plaintiffs and Defendant, as defined herein.

I. RECITALS

1.1. This Litigation commenced on May 23, 2014 when Scott Koller filed a complaint against Defendant Deoleo USA, Inc. (fka Med Foods, Inc.) in the United States District Court, Northern District of California, Case No. 3:14-cv-02400-RS. In his complaint, Koller alleged that Defendant had marketed and sold its Bertolli brand of olive oil with the representation “Imported from Italy,” although most of the oil was extracted in countries other than Italy, from olives grown in those countries. Koller also alleged that Defendant had marketed and sold a subset of the Bertolli brand olive oil with the representation “Extra Virgin,” although Defendant’s procurement, bottling, and distribution practices did not adequately ensure that the oil would meet the “extra virgin” standard through the date of retail sale or the “best by” date on the bottles. Koller alleged that Defendant's labeling and marketing of the oil violated the Tariff Act of 1930, as amended, 19 U.S.C. 1304, and its implementing regulations, 19 C.F.R. section 134.46; the Food Drug and Cosmetic Act, 21 U.S.C. sections 301, *et seq.*, and its implementing regulations, 21 C.F.R. sections 101.18, *et seq.*; the U.S. Department of Agriculture regulations regarding Olive Oil and Olive-Pomace Oil, 75 Fed. Red. 22363 (Apr. 28, 2010); the Sherman Food, Drug and Cosmetic Law, California Health and Safety Code (“Cal. Health & Saf. Code”) sections 109875, *et seq.*; and California law regarding grades of olive oil, Cal. Health & Saf.

Code § 112877. He made claims for violations of the California Consumer Legal Remedies Act, Civil Code sections 1780 et seq. (“CLRA”), false advertising under California Business and Professions Code sections 17500, *et seq.*; unfair business practices under California Business and Professions Code sections 17200, *et seq.*; and fraud, deceit and/or misrepresentation.

1.2. On July 17, 2014, Defendant moved to dismiss. Koller filed a first amended complaint, and Defendant again moved to dismiss. On January 6, 2015, the Court denied Defendant’s second motion to dismiss in its entirety.

1.3. On March 24, 2015, Defendant answered Koller’s first amended complaint, denying Koller’s allegations and asserting several affirmative defenses.

1.4. On December 14, 2015, the Court stayed the case pending decisions in two cases pending before the Ninth Circuit. On January 19, 2017, the Court lifted the stay.

1.5. Koller moved for class certification. Defendant opposed the motion. On August 24, 2017, the Court certified two California classes: an “Imported from Italy Class” and an “Extra Virgin Olive Oil Class,” which were defined as follows: (i) Imported From Italy Class: All purchasers in California of liquid Bertolli Extra Light, Classico, or Extra Virgin olive oil, between May 23, 2010 and May 30, 2014, except for those bearing labels “Organic,” “Robusto,” “Gentile,” or “Fragrante;” and (ii) Extra Virgin Olive Oil Class: All purchasers in California of bottles of Bertolli Extra Virgin olive oil, between May 23, 2010 and August 15, 2015, except for those bearing labels “Organic,” “Robusto,” “Gentile,” or “Fragrante.”

1.6. Notice of the pendency of the action has not yet been provided to the class members.

1.7. In September 2017, Plaintiffs’ Counsel provided notice to Defendant that they had been retained by additional purchasers of the Products outside of California, who

intended to bring actions similar to that by Koller under the laws of the various states and to represent similarly situated persons in those states and nationwide.

1.8. On November 6, 2017, the Parties participated in an all-day mediation conducted by Honorable Justice Edward Infante (retired) at JAMS in San Francisco, California. That mediation, and the discussions that followed, resulted in the settlement memorialized in this Agreement.

1.9. In December 2013, Defendant began to modify the labels for certain of the Products to no longer state “Imported from Italy;” these modifications were completed by the end of 2015. As a result of this litigation, Defendant has agreed to maintain these changes to its labeling, and to make additional changes to the labeling and packaging of the products as discussed in more detail below in Sections 3.12 and 3.13, for at least three years following the Effective Date.

1.10. Defendant denies all of Plaintiffs’ allegations and charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Defendant also denies that Plaintiffs, the Settlement Class, or any member of the Settlement Class have suffered damage or harm by reason of any alleged conduct, statement, act or omission of Defendant. Defendant further denies that the Litigation meets the requisites for certification as a class action under Rule 23 of the Federal Rules of Civil Procedure, except for purposes of settlement, or that the evidence is sufficient to support a finding of liability on any of Plaintiff’s claims in the Litigation.

1.11. Before and during this Litigation, Plaintiffs’ Counsel conducted a thorough examination and investigation of the facts and law relating to the matters in the Litigation, including, but not limited to, engaging in intensive fact discovery, both formal and

informal, including: examining more than 200,000 pages of Defendant's documents; deposing five of Defendant's "persons most knowledgeable" pursuant to Federal Rule of Civil Procedure 30(b)(6); requesting and receiving written discovery responses from Defendant and more than 20 third parties; and engaging in expert discovery including depositions of technical and economic experts.

1.12. Plaintiffs' Counsel has analyzed and evaluated the merits of all the Parties' contentions and this Settlement as it impacts all the Parties and the Settlement Class Members. Among the risks of continued litigation for Plaintiff are the risks of failing to prove liability or restitution and damages on a class-wide or individual basis. In particular, there may be difficulties establishing: (1) that Defendant's statements on the product labels (and other advertising and marketing materials), as challenged by Plaintiffs, were likely to deceive reasonable persons; (2) that the alleged misrepresentations and omissions were material to reasonable persons; and (3) that damages or restitution should be awarded or, if so, that the amount of the award would be more than nominal. Furthermore, with respect to members of the Settlement Class outside of California, no lawsuit is currently pending, nor has any class been certified. Plaintiffs and Plaintiffs' Counsel, after taking into account the foregoing along with other risks and the costs of further litigation, are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate and equitable, and that a settlement of the Litigation and the prompt provision of effective relief to the Settlement Class are in the best interest of the Settlement Class Members.

1.13. Defendant agrees that the settlement is fair and reasonable in light of the merits and risks of the case. While continuing to deny all allegations of wrongdoing and disclaiming any liability with respect to any and all claims, Defendant considers it desirable to

resolve the Litigation on the terms stated herein, in order to avoid further burden, expense, inconvenience, and interference with its ongoing business operations. Therefore, Defendant has determined that settlement of this Litigation on the terms set forth herein is in its best interests.

1.14. This Agreement reflects a compromise between the Parties, and shall in no event be construed as or be deemed an admission or concession by any Party of the truth of any allegation or the validity of any purported claim or defense asserted in any of the pleadings in the Litigation, or of any fault on the part of Defendant, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

1.15. The undersigned Parties agree, subject to approval by the Court, that the Litigation between Plaintiffs, on the one hand, and Defendant, on the other hand, shall be fully and finally compromised, settled and released on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and of the releases and dismissals of claims described below, the Parties agree to this settlement, subject to Court approval, under the following terms and conditions:

II. DEFINITIONS

Capitalized terms in this Agreement shall be defined as follows:

2.1. “Agreement” means this Class Action Settlement Agreement, including all exhibits thereto.

2.2. “Allegations” means the allegations described in Section 1.1 above and claims that could be pursued under the laws of the United States or any state on the basis of one or more of those allegations.

2.3. “California Litigation Extra Virgin Olive Oil Class” means all purchasers in California of bottles of Bertolli Extra Virgin olive oil, between May 23, 2010 and August 15, 2015, except for those bearing labels “Organic,” “Robusto,” “Gentile,” or “Fragrante.”

2.4. “California Litigation Imported From Italy Class” means all purchasers in California of liquid Bertolli Extra Light, Classico, or Extra Virgin olive oil, between May 23, 2010 and May 30, 2014, except for those bearing labels “Organic,” “Robusto,” “Gentile,” or “Fragrante.”

2.5. “Claim Administrator” means, subject to Court approval, Angeion Group.

2.6. “Claim Filing Deadline” means 30 days after Final Approval.

2.7. “Claim Period” means the period beginning on the Notice Date and continuing until the Claim Filing Deadline.

2.8. “Claim Form” means a claim form in substantially the same form as Exhibit A.

2.9. “Class Representatives” means Plaintiffs.

2.10. “Common Fund” or “Settlement Fund” means the Seven Million Dollars (\$7,000,000.00) that is discussed further in Sections 3.1 and 3.2 below.

2.11. “Defendant” means Deoleo USA, Inc.

2.12. “Defendant’s Counsel” means the law firm of Norton Rose Fulbright US LLP.

2.13. “Effective Date” means the later of: (i) the expiration date of the time for filing a notice of appeal from the Final Approval or (ii) if a notice of appeal is filed, but the Final Approval is affirmed or the appeal is dismissed, the date upon which the mandate of the Court of Appeals is issued.

2.14. “Email Notice” means a notice by email in substantially the same form as Exhibit B2.

2.15. “Excluded Persons” means (1) Honorable Richard Seeborg, Joseph C. Spero, and Edward Infante (ret.), and any member of their immediate families; (2) any government entity, (3) Defendant; (4) any entity in which Defendant has a controlling interest; (5) any of Defendant’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; and (6) any persons who timely opt-out of the Settlement Class.

2.16. “Exclusion Deadline” means twenty-eight (28) days prior to the initially scheduled hearing date on Final Approval.

2.17. “Extra Virgin Class Period” means May 23, 2010 through the date of Preliminary Approval, inclusive.

2.18. “Extra Virgin Olive Oil Product” means bottles of Bertolli Extra Virgin olive oil, except for those bearing labels “Organic,” “Robusto,” “Gentile,” or “Fragrante.”

2.19. “Final Approval” means entry of a judgment, substantially in the form of Exhibit D, granting final approval of this Agreement as binding upon the Parties, which shall constitute a judgment respecting the Litigation.

2.20. “Household” means any number of persons occupying the same dwelling unit.

2.21. “Imported from Italy Class Period” means May 23, 2010 through December 31, 2015, inclusive.

2.22. “Incentive Award” means any award sought by application to and approval by the Court that is payable to any Plaintiff to compensate him or her for efforts in bringing this Litigation and/or achieving the benefits of this settlement on behalf of the Settlement Class, as further discussed in section 6.2.

2.23. “Litigation” means *Koller v. Deoleo USA, Inc.*, United States District Court for the Northern District of California, Case No. 3:14-cv-02400-RS.

2.24. “Long Form Notice” means a notice in substantially the same form as Exhibit B1.

2.25. “Notice Date” means the day on which the Claim Administrator initiates the Online Notice, the Summary Published Notice, or the Press Release, whichever comes first.

2.26. “Notice Plan” means the procedure for providing notice to the Settlement Class, as set forth in Exhibit B.

2.27. “Objection Deadline” means twenty-eight (28) days prior to the initially scheduled hearing date on Final Approval.

2.28. “Online Notice” means notice to Settlement Class Members in substantially the same form as Exhibit B3.

2.29. “Other Olive Oil Product” means the liquid Bertolli Extra Light or Classico olive oil products.

2.30. “Parties” means Plaintiff and Defendant, collectively.

2.31. “Party” means either Plaintiff or Defendant.

2.32. “Plaintiffs” means Scott Koller, Carolyn Bissonnette, Cece Castoro, Diane Gibbs, Darlene Williams, Robert Glidewell, and Stephen Freiman, collectively.

2.33. “Plaintiffs’ Counsel,” “Class Counsel” or “Settlement Class Counsel” mean the law firms of Gutride Safier LLP and Tycko & Zavareei LLP, collectively.

2.34. “Preliminary Approval” means issuance of an order, substantially in the form of Exhibit C, granting preliminary approval of the settlement described in this Agreement.

2.35. “Proof of Purchase” means an itemized retail sales receipt showing, at a minimum, the date and place of purchase, name of products(s) purchased, and amount paid.

2.36. “Published Notice” means a notice substantially in the form of Exhibit B3.

2.37. “Released Claims” means the claims released as set forth in Part VIII of this Agreement.

2.38. “Released Parties” means Defendant and its present and former subsidiaries, parents, affiliates, divisions, officers, directors, members, managers, shareholders, insurers, suppliers, manufacturers, re-sellers, distributors, brokers, service providers, employees, agents, legal representatives, heirs, predecessors, successors, or assigns.

2.39. “Settlement” means the terms of this Agreement.

2.40. “Settlement Class” or “Settlement Class Members” means all persons, other than Excluded Persons, who, (i) during the Extra Virgin Class Period, purchased, in the United States, any of the Extra Virgin Olive Oil Products, except for purpose of resale and/or (ii) during the Imported from Italy Class Period, purchased, in the United States, any of the Other Olive Oil Products, except for purpose of resale.

2.41. “Settlement Website” means an internet website created and maintained by the Claim Administrator. The URL of the Settlement Website shall be provided in the Notice Plan.

2.42. “Undertaking” means an undertaking, substantially in the form of Exhibit E.

2.43. “Valid Claim” means a claim submitted in compliance with Part III of this Agreement, and as further described in that Part.

III. SETTLEMENT BENEFITS, CLAIMS ADMINISTRATION AND CHANGED PRACTICES

3.1. The Settlement Fund shall be maintained as a qualified settlement fund pursuant to 26 CFR 1.468B-1 *et seq.*, in an interest-bearing account at a financial institution approved by Plaintiffs’ Counsel and subject to the oversight of the Claim Administrator (the “Settlement Fund Account”).

3.2. Defendant shall pay the amount of the Settlement Fund into the Settlement Fund Account, by wire transfer, according to the following schedule: (a) the costs of notice and administration through the date of final approval, as estimated by the Claim Administrator, within seven (7) days of an Order granting Preliminary Approval; (b) the balance of the Settlement Fund within seven (7) days of Final Approval. The Settlement Fund is the Defendant’s sole and exclusive monetary obligation under the Settlement.

3.3. The Settlement Fund shall be applied to pay, in the following order: (i) all costs and payments associated with the Notice Plan and administration of the Settlement, including all payments to the Claim Administrator; (ii) any necessary taxes and tax expenses on the Settlement Fund; (iii) any award of attorneys’ fees and costs made by the Court to Plaintiffs’ Counsel under this Agreement, (iv) any Incentive Awards made by the Court; and (v) Valid Claims.

3.4. If after payment of items (i) through (iv) in Section 3.3, the total amount of Valid Claims exceeds the balance remaining in the Settlement Fund, then each Valid Claim in item (v) shall be reduced pro-rata. If after payment of items (i) through (iv) in Section 3.3, money remains in the Settlement Fund, then the amount paid for each Valid Claim in item (v) shall be increased pro-rata, up to a maximum of five times the amounts set forth in section 3.8. If after such pro-rata increase in the payment of Valid Claims, there still remains money in the Settlement Fund, then upon approval by the Court, pursuant to the cy pres doctrine, the remaining amount shall be paid in equal shares to:

- (a) Consumers Union, Yonkers, NY;
- (b) Center for Food Safety, Washington, DC.

Cy pres payments shall be used for purposes consistent with the aims of the Litigation, and shall not be used by the recipients to fund any litigation activities against Defendant or other parties.

3.5. Every Settlement Class Member shall have the right to submit a claim for settlement benefits. A Claim shall be a Valid Claim only if submitted on the Claim Form pursuant to, and in compliance with, the procedures set forth herein.

3.6. At the election of the Settlement Class Member, Claim Forms may be submitted in paper via first class mail or online at the Settlement Website. Claim Forms must be received by the Claim Administrator (not just postmarked) or submitted online no later than the Claim Filing Deadline, and Claim Forms submitted after that date will not be Valid Claims. For Claim Forms that are submitted online, the Class Member shall have the opportunity to upload Proof of Purchase image files (e.g. jpg, tif, pdf); to review, prior to submitting the claim, a page that redisplay all information entered in the Claim Form and the names of image files uploaded; and to print, immediately after the Claim Form has been submitted, a page showing

the information entered, the names of image files uploaded, and the date and time the Claim Form was received. In addition, for Claim Forms that are submitted online, the Class Member shall be sent an email confirmation of the submitted claim that shows the information entered, the names of image files uploaded, and the date and time the Claim Form was submitted.

3.7. On the Claim Form and Settlement Website, the Settlement Class Member must certify the truth and accuracy of the following under the penalty of perjury:

- (a) The Settlement Class Member's name and mailing address;
- (b) The Settlement Class Member's email address, if the Settlement Class Member elects to provide the information;
- (c) For each Product purchase on which a claim is submitted, that the Settlement Class member purchased the products as shown in Proofs of Purchase submitted with the Claim Form, or in the alternative:

- The type or name of the Products purchased;
- The quantity purchased;
- The place of purchase; and
- The approximate month and year of purchase
- That the claimed purchases were not made for purposes of resale.

A Claim not complying with all of the elements listed in this Section 3.7 is not a Valid Claim. Only Valid Claims will be paid.

3.8. Valid Claims shall be paid as follows: For each Extra Virgin Olive Oil Product purchased during the portion of the Extra Virgin Class Period that overlaps with the Imported from Italy Class Period, the Class Member shall receive one dollar seventy-five cents

(\$1.75). For each Extra Virgin Olive Oil Product purchased during the portion of the Extra Virgin Class Period that does not overlap with the Imported from Italy Class Period, the Class Member shall receive seventy-five cents (\$0.75). For each Other Olive Oil Product purchased during the the Imported from Italy Class Period, the Class Member shall receive one dollar fifty cents (\$1.50). All the amounts set forth in this paragraph shall be subject to being increased pro rata, pursuant to the terms of Section 3.4.

3.9. A Settlement Class Member may submit claims for an unlimited number of purchases. There shall be no cap on the total amount paid for claimed purchases that are corroborated by Proof of Purchase. However, for purchases not corroborated by Proof of Purchase, (a) payments shall be made for a maximum of five Products per Household, and (b) the combined total amount paid for all such purchases shall not exceed \$25 per Household.

3.10. The Claim Administrator shall be responsible for processing Claim Forms and administering the Settlement Website, opt-out process, and Settlement Benefit claims process described herein. The Claim Administrator will follow its ordinary course of practice regarding approval of claims, subject to all Parties' right to audit claims and challenge the Claim Administrator's decision. If the Parties and the Claim Administrator cannot collectively agree how to resolve disputed claims, then such disputes shall be resolved by the Court. Within thirty (30) days after the Effective Date, the Claim Administrator shall email all Class Members whose claims are denied to state the reasons for denial, at the email address (if any) provided by the Class Member on the Claim Form. If no email address is provided by the Class Member on the Claim Form, the Administrator shall not have an obligation to provide the class member any notification of the reasons for denial of the claim. The Claim Administrator's determination of whether a claim is a Valid Claim, if not disputed by the Parties, shall be final and not subject to

further review. No person shall have any claim against Plaintiffs, Defendant, Plaintiffs' Counsel, Defendant's Counsel, or the Claim Administrator based on any determination of a Valid Claim, distributions, or awards made in accordance with this Agreement and the Exhibits hereto.

3.11. Claims shall be paid by check mailed to the Settlement Class Member, or at the election of the Settlement Class Member on the Claim Form, by direct deposit into the Class Member's bank account. The Claim Administrator also is authorized to offer the Settlement Class Member the option to obtain payment through another form of electronic transfer (such as Paypal, Venmo, Google Wallet, or Square Cash). All Valid Claims shall be paid by the Claim Administrator within sixty (60) days after the Effective Date.

3.12. Defendant agrees not to use the phrases "Imported from Italy," "Made in Italy," "Product of Italy," or a phrase suggesting that olive oil in a bottle originates exclusively from olives grown in Italy on the labeling of any olive oil product sold in the United States, until at least three years after the Effective Date, unless the product so labeled is composed entirely of oil from olives grown and pressed in Italy.

3.13. For a period of at least three years after the Effective Date, Defendant agrees that if it uses the phrase "Extra Virgin" or term "EVOO" on the product label of any olive oil, it must do all of the following:

(a) Package the olive oil in a non-transparent (UV filtering) container, e.g., a green or brown glass container;

(b) For extra virgin olive oil bottled on or after June 1, 2018, Include a "best by" or "use by" date not later than sixteen months after the date of bottling;

(c) Include the date(s) of harvest of the olives used to manufacture the olive oil in proximity to the “best by” date; and-

(d) Implement the following chemical parameter testing requirements set forth under “Target Limit” at the time of bottling (which are stricter than the current limits set forth in the preceding column under “IOC Limit”):

Parameter	IOC Limit	Target Limit
Acidity (%)	≤ 0.8	≤ 0.5
Peroxide value (mEq)2/kg)	≤ 20	≤ 10
K270	≤ 0.22	≤ 0.15
K232	≤ 2.50	≤ 2.1
Delta-K	≤ 0.01	≤ 0.005

3.14. To the extent Defendant has already implemented the requirements in sections 3.12 or 3.13 for any of its olive oils, it will agree to represent that it made these changes during the pendency of this litigation.

3.15. The injunctions set forth in Section 3.12 and 3.13 shall be subject to modification based on changes in law.

IV. NOTICE

4.1. Prior to the Notice Date, the Claim Administrator shall establish a toll-free number to call to obtain additional information and to request a mailed version of the Long Form Notice Claim Form. Prior to the Notice Date, the Claim Administrator also shall establish the Settlement Website, which shall contain the Long Form Notice in both downloadable PDF format and HTML format with a clickable table of contents; answers to frequently asked questions; a Contact Information page that includes the address for the Claim Administrator and addresses and telephone numbers for Plaintiffs’ Counsel and Defendant’s Counsel; the

Agreement; the signed order of Preliminary Approval and the publicly filed motion papers and declarations in support thereof; a downloadable and online version of the Claim Form; a downloadable and online version of the form by which Settlement Class Members may exclude themselves from the Settlement Class; and (when they become available) the publicly filed motion for final approval and Plaintiff's application(s) for Attorneys' Fees, Costs and an Incentive Award, with supporting declarations.

4.2. The Settlement Website shall remain accessible until one hundred eighty (180) days after all settlement benefits are distributed.

4.3. Notice shall be provided as provided in the Notice Plan.

4.4. The Parties shall supervise the Claim Administrator in the performance of the notice functions set forth in this Section IV.

4.5. CAFA Notice. The Claim Administrator shall provide notice in compliance with 28 U.S.C. § 1715.

4.6. At least fourteen (14) days prior to the final approval hearing referenced in Section VII of this Agreement, the Claim Administrator shall certify to the Court that it has complied with the notice requirements set forth herein.

4.7. All costs of notice as set forth in this Section IV and all costs of the Claim Administrator in processing objections and exclusion requests as set forth in Sections 7.4 through 7.10 shall be paid from the Settlement Fund and Defendant shall have no responsibility for paying such costs other than as required in Section 3.2.

V. CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS AND FILING OF SECOND AMENDED COMPLAINT

5.1. Solely for the purpose of effectuating the Settlement set forth in this Agreement and subject to Court approval, the Parties stipulate that a Settlement Class shall be certified in accordance with the definition set forth in this Agreement, that the Class Representatives shall represent the Settlement Class for settlement purposes, and that Plaintiffs' Counsel shall be appointed as the attorneys for the Settlement Class.

5.2. In the event that the Court declines to enter the Preliminary Approval order or to grant Final Approval (or enters any order that increases the cost or burden of the settlement to Defendant beyond what is set forth in this Agreement), the Parties may, but are not required to, modify this Agreement. Such a modification shall be binding only if it is in writing and executed by Plaintiffs' Counsel and Defendant's Counsel.

5.3. In the event that this Agreement (including the settlement provided for herein) is not finally approved, or is terminated or cancelled or fails to become effective for any reason whatsoever, the conditional class certification and leave to file a second amended complaint, to which the Parties have stipulated solely for the purpose of the settlement of the Litigation, shall be null and void, and the Litigation shall revert to its status as it existed prior to the date of this Agreement, and the Claim Administrator shall return to Defendant such portion of the amounts deposited pursuant to Section 3.2 that are not required to pay for notice and administration then-completed. In such event, neither this Agreement nor any document filed or created in connection with this Settlement may be used as an admission or as evidence for any purpose.

VI. ATTORNEYS' FEES, COSTS, AND EXPENSES, AND INCENTIVE AWARDS

6.1. Plaintiffs' Counsel may apply to the Court for payment from the Settlement Fund of their out-of-pocket expenses. Plaintiffs' Counsel may additionally apply to the Court for payment from the Settlement Fund of an amount equal to 30% of the Settlement Fund, as their attorneys' fees. Any motion for attorneys' fees and costs and expenses must be filed at least fourteen (14) days before the deadline for objecting to the Settlement. Any award of attorneys' fees, costs, or expenses, shall come solely from the Settlement Fund, and Defendant shall have no obligation to pay any portion of Plaintiffs' or Plaintiffs' Counsel's fees, costs, or expenses.

6.2. Each Plaintiff may additionally apply to the Court for an Incentive Award as compensation for the time and effort undertaken in and risks of pursuing this Litigation, including the risk of liability for the Parties' costs of suit, and for agreeing to the general release set forth in Section 8.1. The Incentive Award to Koller shall not exceed \$5000, and the Incentive Award to each of other Plaintiffs shall not exceed \$1000. Such Incentive Awards shall come solely from the Settlement Fund. Defendant shall have no obligation to pay any portion of the Incentive Awards.

6.3. Defendant agrees not to oppose or to submit any evidence or argument challenging or undermining Plaintiff's application for Attorneys' Fees and Costs or Incentive Awards, provided such application is consistent with Sections 6.1 and 6.2. Plaintiffs' Counsel and Plaintiffs agree that the denial of, reduction or downward modification of, or failure to grant any application for attorneys' fees, costs, and expenses or incentive awards shall not constitute grounds for modification or termination of this Agreement, including the settlement and releases provided for herein.

6.4. Upon an award of attorneys' fees, costs and incentives by the Court, Plaintiffs' Counsel shall provide the Claim Administrator a statement signed by authorized representatives of Gutride Safier LLP and Tycko & Zavareei LLP that indicates how the award is to be apportioned between each of those two law firms. The Claim Administrator shall pay the apportioned amount of the awarded attorneys' fees, costs and expenses from the Settlement Fund to each respective law firm within seven (7) days thereafter, provided that the firm to which the distribution is being made and its principals have executed the Undertaking and such further documentation as Defendant may request in accordance with the Undertaking in order to enforce Defendant's security interests pursuant to the Undertaking, including identification of assets deemed sufficient to secure any repayment obligations due to reversal or downward modification of the award on appeal. If Final Approval or the award of attorneys' fees, costs or expenses is later reversed on appeal then, within seven (7) days of such order, all such distributions shall be repaid to the Claim Administrator, along with interest as stated in the Undertaking. If the law firm that receives such a distribution fails to make such repayment in full, the Claim Administrator may recover the amount owed plus interest as set forth in the Undertaking. The Parties agree that Plaintiffs' Counsel shall be responsible for any and all reasonable fees, costs, and expenses incurred by the Claim Administrator or Defendant in connection with (i) the perfection of any security interest in the assets granted in the Undertaking and (ii) the exercise of remedies in respect of the security interests granted pursuant to the Undertaking.

6.5. Within seven (7) days after the Effective Date, the Claim Administrator shall pay the Court-approved Incentive Awards from the Settlement Fund to the respective Plaintiffs.

6.6. Except as set forth in this Agreement, each Party shall bear his, her or its own fees, costs and expenses.

VII. CLASS SETTLEMENT PROCEDURES

7.1. Amendment of Complaint. Within fourteen (14) days of the execution of this Agreement, the Parties shall sign, and Plaintiff shall file in the Court, a stipulation that, upon Preliminary Approval, Plaintiff should be granted leave to file a second amended complaint, to amend the class definition to correspond with the definition of the Settlement Class and to assert claims on behalf of that class of the same type as previously asserted, under the laws of the United States and all states and territories thereof. The stipulation shall provide that Defendant's deadlines and any other obligations to respond to the second amended complaint shall be held in abeyance and, if Preliminary Approval is denied, Final Approval is denied, or a mandate is issued reversing an award of Final Approval, the second amended complaint shall be immediately and automatically deemed withdrawn, and the Litigation shall continue on the first amended complaint as if the second amended complaint were never filed and the Settlement Class never certified, and no reference to the second amended complaint or Settlement Class or any documents related thereto shall be made or used against Defendant for any purpose in this Litigation or any other action, lawsuit, or proceeding of any kind whatsoever.

7.2. Settlement Approval. As soon as practicable after the signing of this Agreement, Plaintiff shall move, with the support of Defendant, for a Preliminary Approval order, substantially in the form of Exhibit C, conditionally certifying the Settlement Class; preliminarily approving this Agreement and this Settlement as fair, just, reasonable and adequate; approving Class Notice to the Settlement Class Members as described in Part IV

above; and setting a hearing to consider Final Approval of the Settlement and any objections thereto.

7.3. Final Approval Order and Judgment. At or before the hearing on Final Approval, Plaintiffs, with the support of Defendant, shall move for entry of an order of Final Approval, substantially in the form of Exhibit D, granting final approval of this Settlement and adjudging this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves from the Settlement Class as provided below; ordering that the settlement relief be provided as set forth in this Agreement and giving effect to the releases as set forth in Part VIII, below; and entering judgment in the Litigation. The parties shall request a hearing on final approval to occur in late summer or early fall of 2018.

7.4. Exclusions and Objections. The Long Form Notice and the Print Publication Notice shall advise prospective Settlement Class Members of their rights to forego the benefits of this settlement and pursue an individual claim; to object to this settlement individually or through counsel; and to appear at the final approval hearing.

7.5. If any Settlement Class Member wishes to object to the Settlement and/or to be heard at the Final Approval hearing, the Settlement Class Member may submit a written objection, in compliance with the requirements set forth in the Long Form Notice and the Preliminary Approval Order.

7.6. If any Settlement Class Member wishes to be excluded from this Settlement and the Settlement Class, the Settlement Class Member may do so by completing and submitting the online form at the Settlement Website or by mailing a valid request to opt out, as described in the Long Form Notice, to the Claim Administrator. Requests to exclude must be submitted online by the Exclusion Deadline, or if mailed must be *received* by the Claim

Administrator (not just postmarked) by the Exclusion Deadline, or they shall not be valid. For exclusion requests that are submitted online, the Class Member shall have the opportunity to print a page immediately after submission showing the information entered and the date and time the request for exclusion was received. A Settlement Class Member who elects to opt out of this Settlement and the Settlement Class shall not be permitted to object to this Settlement or receive any of the benefits of the Settlement. Settlement Class Members shall be encouraged, but not required, to provide their email addresses in their requests for exclusion.

7.7. At least fourteen (14) days prior to the hearing on Final Approval, the Claim Administrator shall prepare a list of the names of the persons who have excluded themselves from the Settlement Class in a valid and timely manner, and Plaintiffs' Counsel shall file that list with the Court, with service on Defendant's Counsel.

7.8. Right To Terminate Settlement Agreement. If more than 1000 persons submit a timely and valid request to opt out of the Settlement Class, Defendant shall have the unilateral right to terminate this Agreement (and any obligations thereunder) within three (3) business days of the filing with the Court of the opt-out list described in Section 7.7 of this Agreement. Furthermore, except for changes to the time periods set forth in Parts IV and VII, and except as set forth in Section 6.3 of this Agreement, all other terms and limitations set forth in this Agreement and in the documents referred to or incorporated herein (including but not limited to the Long Form Notice, the Print Publication Notice, the Online Notice and the Claim Form) shall be deemed material to the Parties' agreement, and in the event any such other term is altered or amended by the Court (including if the Court refuses to certify the Settlement Class and/or modifies the definition of the class), or any other court, or if any federal or state authority objects to or requires modifications to the Agreement, any Party whose rights or obligations are

affected by the alteration or amendment may terminate this Agreement upon written notice to the other Party.

7.9. Effect if Settlement Not Approved or Agreement is Terminated. This Agreement was entered into only for purposes of settlement. In the event that Preliminary or Final Approval of this Agreement does not occur for any reason, including without limitation termination of this Agreement pursuant to Section 7.8, or if Final Approval is reversed on appeal, then no term or condition of this Agreement, or any draft thereof, or discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the Litigation, or in any other proceeding; the Litigation may continue as if the settlement had not occurred; and any orders granting leave to file the second amended complaint and conditionally certifying or approving certification of the Settlement Class shall be vacated, and the second amended complaint shall be stricken from the Court file. The Parties agree that all drafts, discussions, negotiations, documentation or other information prepared in relation to this Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order, be disclosed to any person other than the Parties' counsel, and only for purposes of the Litigation. In such event, the Claim Administrator shall return to Defendant such portion of the amounts deposited pursuant to Section 3.2 that are not required to pay for notice and administration then-completed, plus accrued interest.

7.10. The Long Form Notice and the Print Publication Notice shall advise members of the California Litigation Class that, if the settlement is not approved, or if the Effective Date does not occur for any other reason, then the Litigation will continue on behalf of the California Litigation Class only. Members of the California Litigation Class who do not

wish to be bound by a judgment in favor of or against the California Litigation Class must exclude themselves from the Litigation. The Parties shall request that, in the order of Preliminary Approval, the Court order that the process and time limits for members of the California Litigation Class to exclude themselves from the Litigation are identical to those set forth in the prior paragraph with regard to the Settlement Class, except as follows. If the settlement is not approved or the Effective Date does not occur, members of the California Litigation Class who submitted timely objections to the settlement or timely claims under the settlement (whether or not such claims are deemed Valid Claims) shall have an additional forty-five (45) days from the date they are provided notice of the termination to exclude themselves from the California Litigation Class, and members of the California Litigation Class who submitted timely requests to exclude themselves from the settlement shall have an additional forty-five (45) days from the date they are provided notice of the termination to revoke their requests for exclusion and to rejoin the California Litigation Class. To effectuate this right, in the event of termination, notice shall be provided by email to all members of the California Litigation Class who submitted timely objections to the Settlement or timely claims under the Settlement (whether or not such claims are deemed Valid Claims) and who provided an email address in connection with their objections or claims, informing such persons of an additional period to exclude themselves from the Litigation and linking to an exclusion form on the Settlement Website. In addition, in the event that termination occurs, notice shall be provided by email to all members of the California Litigation Class who submitted timely request to exclude themselves from the Settlement and Litigation and who provided an email address in connection with their request for exclusion, informing such persons of an additional period to revoke their request for exclusion and to rejoin the California Litigation Class for purposes of the continued

Litigation. Within ten (10) days of any event causing termination, the Parties shall meet and confer in good faith regarding the content of such notice and to obtain Court approval for distribution of the notice, and shall agree to an appropriate schedule to afford members of the California Litigation Class forty-five days to respond to it; provided, however, that in the event of termination, Defendant does not agree to bear any expenses relating to the costs of providing the post-termination notice to, and administration of post-termination exclusion requests (and revocation of exclusion requests) for, the California Litigation Class, as described in this Section 7.10. Members of the California Litigation Class who did not file an objection by the Objection Deadline or a claim by the Claim Filing Deadline shall have no further right after the Exclusion Date to exclude themselves from the Litigation, even if the Settlement is not approved or the Effective Date does not occur.

7.11. The proposed Preliminary Approval order and Long Form Notice will provide that any Settlement Class Members wishing to object or exclude themselves who fail to properly or timely file or serve any of the requested information and/or documents will be precluded from doing so.

7.12. If any objection is received by the Claim Administrator, the Claim Administrator shall forward the objection and all supporting documentation to counsel for the Parties. At least fourteen (14) days prior to the hearing on Final Approval, Plaintiff's Counsel shall file all such objections and supporting documentation with the Court. The failure of the Settlement Class Member to comply with the filing requirements of Section 7.5 shall be grounds for striking and/or overruling the objection, even if the objection is submitted to the Claim Administrator.

7.13. If a Settlement Class Member submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected.

7.14. A Settlement Class Member who objects to the settlement may also submit a Claim Form on or before the Claim Filing Deadline, which shall be processed in the same way as all other Claim Forms. A Settlement Class Member shall not be entitled to an extension to the Claim Filing Deadline merely because the Settlement Class Member has also submitted an objection.

VIII. RELEASES

8.1. Releases Regarding Named Plaintiffs (Class Representatives) and Released Parties. Upon Final Approval, Plaintiffs on the one hand, and Defendant on the other hand, shall have unconditionally, completely, and irrevocably released and forever discharged each other from and shall be forever barred from instituting, maintaining, or prosecuting (1) any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, that actually were, or could have been, asserted in the Litigation, whether based upon any violation of any state or federal statute or common law or regulation or otherwise, or arise directly or indirectly out of, or in any way relate to, the allegations, claims, or contentions that Plaintiffs, on the one hand, and Defendant, on the other hand, have had in the past, or now have, related in any manner to the Defendant's products, services or business affairs; and (2) any and all other claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown,

that Plaintiffs, on the one hand, and Defendant, on the other hand, have had in the past or now have, related in any manner to any and all Released Parties' products, services or business affairs, or otherwise.

8.2. Releases Regarding Settlement Class Members and Released Parties.

Upon Final Approval, Settlement Class Members shall have unconditionally, completely, and irrevocably released and discharged the Released Parties from any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, whether arising under any international, federal, state or local statute, ordinance, common law, regulation, principle of equity or otherwise, that that were, or could have been, asserted in the Litigation and that arise out of or relate to the Allegations, or to any similar allegations or claims that the Products were marketed or labeled as "Imported From Italy" and/or "Extra Virgin" or in any other way misrepresented as to the country of origin of the olive oils used to produce Bertolli olive oils during the Class Period (the Released Claims"), except that there shall be no release of claims for personal injury allegedly arising out of use of the Products. Upon Final Approval, Settlement Class Members shall be forever barred from initiating, maintaining, or prosecuting any Released Claims against Released Parties.

8.3. Waiver of Provisions of California Civil Code § 1542. Plaintiffs and

Defendant shall, by operation of Final Approval, be deemed to have waived the provisions, rights and benefits of California Civil Code § 1542, and any similar law of any state or territory of the United States or principle of common law. In addition, Settlement Class Members shall, by operation of Final Approval, be deemed to have waived the provisions, rights and benefits of California Civil Code § 1542, and any similar law of any state or territory of the United States or

principle of common law, but only with respect to the matters released as set forth section 8.2.

Section 1542 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.

8.4. Effectuation of Settlement. None of the above releases includes releases of claims to enforce the terms of the Settlement provided for in this Agreement.

8.5. No Admission of Liability. This Agreement reflects, among other things, the compromise and settlement of disputed claims among the Parties hereto, and neither this Agreement nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this Agreement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, or defense, or of any point of fact or law (including but not limited to matters respecting class certification) on the part of any Party. Defendant expressly denies the allegations of the complaints in the Litigation. Neither this Agreement, nor the fact of settlement, nor the settlement proceedings, nor settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by the Released Parties, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by the Released Parties in any proceeding, except that this Agreement may be offered or received in evidence in such proceedings as may be necessary to consummate, interpret, or enforce this Agreement.

IX. ADDITIONAL PROVISIONS

9.1. Best Efforts. The Parties' counsel shall use their best efforts to cause the Court to grant Preliminary Approval of this Agreement and settlement as promptly as

practicable, to take all steps contemplated by this Agreement to effectuate the settlement on the stated terms and conditions, and to obtain Final Approval of this Agreement.

9.2. Change of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Plaintiffs' Counsel and Defendant's Counsel, without notice to Settlement Class Members.

9.3. Time for Compliance. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday or court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

9.4. Governing Law. This Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflicts of law principles.

9.5. Representations Regarding Changed Practices. Plaintiffs' Counsel represent that the labeling and quality changes required in sections 3.12 and 3.13 satisfy their concerns regarding the country of origin and quality claims as alleged in the complaints.

9.6. Entire Agreement. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties hereto relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitute the complete and exclusive statement of its terms as between the Parties, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial proceeding, if any, involving the interpretation of this

Agreement. Any amendment or modification of the Agreement must be in writing signed by Plaintiffs' Counsel and Defendant's Counsel.

9.7. Advice of Counsel. The determination of the terms of, and the drafting of, this Agreement have been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. The presumption found in California Civil Code section 1654 that uncertainties in a contract are interpreted against the party causing an uncertainty to exist is hereby waived by all Parties.

9.8. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Parties.

9.9. No Waiver. The waiver by any Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

9.10. Requirement of Execution. This Agreement shall be valid and binding as to Plaintiffs, Plaintiffs' Counsel, the Settlement Class and Defendant upon (1) signature by Plaintiffs, (2) signature by an authorized representative of Defendant, and (3) signature as to form by an authorized representative of each of the law firms defined as Plaintiffs' Counsel and Defendant's Counsel.

9.11. Execution in Counterparts. This Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Agreement in counterparts and/or by fax or electronic mail, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

9.12. Extensions of Time. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

9.13. Enforcement of this Agreement. The Court shall retain jurisdiction to enforce, interpret, and implement this Agreement.

9.14. Notices. All notices to the Parties or counsel required by this Agreement, shall be made in writing and communicated by mail and fax or email to the following addresses:

If to Plaintiffs or Plaintiffs' Counsel:

Adam Gutride, Esq.
Seth Safier, Esq.
Gutride Safier LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 639-9090
Fax: (415) 449-6469
Email: adam@gutridesafier.com
and seth@gutridesafier.com

and

Hassan A. Zavareei, Esq.
Anna C. Haac, Esq.
Tycko & Zavareei LLP
1828 L Street, N.W., Suite 1000
Washington, DC 20036
Telephone: (202) 973-0900
Fax: (202) 973-0950
Email: hzavareei@tzlegal.com and ahaac@tzlegal.com,

If to Defendant or Defendant's Counsel:

Jeffrey Margulies, Esq.
Norton Rose Fulbright US LLP
555 South Flower Street
Forty-First Floor
Los Angeles, CA 90071
Telephone: (213) 892-9286
Fax: (213) 892-9494
Email : jeff.margulies@nortonrosefulbright.com

9.15. Confidentiality. The Parties, Plaintiffs' Counsel, and Defendant's Counsel agree to keep this Agreement confidential until the filing of the motion for Preliminary Approval.

9.16. Exhibits. The Exhibits to the Agreement are an integral part of the Settlement and are hereby incorporated and made part of the Agreement.

9.17. Complete Resolution. The Parties intend for this Agreement to be a complete and final resolution of all disputes between them with respect to the Litigation.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the first date it has been executed by all of the undersigned.

APPROVED AS TO FORM:

DATED: March ___, 2018

GUTRIDE SAFIER LLP

Adam Gutride, Esq.
Seth Safier, Esq.
Attorneys for Plaintiffs

DATED: March ___, 2018

TYCKO AND ZAVAREEI LLP

Hassan A. Zavareei, Esq.
Anna C. Haac, Esq.
Attorneys for Plaintiff

DATED: March ___, 2018

NORTON ROSE FULBRIGHT US LLP

Jeffrey Margulies, Esq.

APPROVED AND AGREED:

DATED: March ___, 2018

SCOTT KOLLER

Scott Koller

DATED: March ___, 2018

CAROLYN BISSONNETTE

Carolyn Bissonnette

DATED: March ___, 2018

CECE CASTORO

Cece Castoro

DATED: March ___, 2018

DIANE GIBBS

Diane Gibbs

DATED: March ___, 2018

DARLENE WILLIAMS

Darlene Williams

DATED: March ___, 2018

ROBERT GLIDEWELL

Robert Glidewell

DATED: March ___, 2018

STEPHEN FRIEMAN

Stephen Freiman

DATED: March ___, 2018

DEOLEO USA, INC.

By: _____

Name: _____

Its: _____