UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA

Astiana v. Kashi Company, No. 11 CV 1967-H (BGS) (S. D. Cal.) Thurston v. Bear Naked, Inc., No. 11 CV 2890-H (BGS) (S. D. Cal.)

If you are a California resident who purchased certain:

Kashi All Natural / Nothing Artificial Products between August 24, 2007 and May 1, 2014 and/or

Bear Naked 100% Pure & Natural / 100% Natural Products between September 21, 2007 and May 1, 2014

Your Rights May Be Affected by a Settlement and You May be Eligible for a Cash Refund.

PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR <u>www.NaturalClassSettlement.com</u> This Notice Affects Your Rights.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- This Notice advises you of proposed settlements in two class action lawsuits. The Settlements resolve lawsuits which alleged that Kashi Company misled California consumers by marketing that certain of its Products were "All Natural" or "Nothing Artificial" and that Bear Naked, Inc. misled California consumers by marketing that certain of its Products were "100% Pure & Natural" or "100% Natural" when the Products allegedly contained synthetic and/or artificial ingredients.
- If you are a California resident who purchased the Kashi Products involved in the lawsuits between August 24, 2007 and May 1, 2014 and/or the Bear Naked Products involved in the lawsuits between September 21, 2007 and May 1, 2014, you may be able to recover money from one or both Settlements.
- Those included in the Kashi Settlement will be eligible to receive (1) a cash payment up to a maximum of \$25.00, without proof of purchase (\$0.50 per qualifying Product purchased for a maximum of 50 Products), and (2) a cash payment of \$0.50 for each package purchased with proof of purchase without limitation. Those included in the Bear Naked Settlement will be eligible to receive a cash payment up to a maximum of \$10.00, without proof of purchase (\$0.50 per qualifying Product purchased for a maximum of 20 Products), and (2) a cash payment of \$0.50 for each package purchased with proof of purchase without limitation. The amount of benefits you may receive will be based on the type and amount of Products you purchased and whether you have receipts.
- You should read this entire Notice carefully because your legal rights are affected whether you act or not.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS		
SUBMIT A CLAIM FORM BY AUGUST 25, 2014	The only way to get a cash refund.	
EXCLUDE YOURSELF BY AUGUST 25, 2014	Get out of the lawsuits and the Settlements and retain the right to pursue your own lawsuit on these claims. Get no cash refund.	
OBJECT OR COMMENT BY AUGUST 4, 2014	Write to the Court about why you do, or do not like the Settlement.	
Do Nothing	You will get no cash refund.	
ATTEND A HEARING TO DISCUSS THE SETTLEMENT ON SEPTEMBER 2, 2014	Ask to speak in Court about your opinion of the Settlement. You may enter your appearance in Court through an attorney if you so desire.	

• Your rights and options – and the deadlines to exercise them – are explained in this Notice.

If you have any questions, then please read on and visit www.NaturalClassSettlement.com.

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BASIC INFORMATION

1. WHAT IS THIS NOTICE ABOUT?

This Notice explains the proposed Settlements of two class action lawsuits and your options and rights, before the Court decides whether to approve the Settlements. If the Court approves a Settlement and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

This Notice is not an expression of any opinion by the Court about the merits of any of the claims or defenses made by any of the Parties in this case or the fairness or adequacy of the proposed Settlement. This Notice summarizes the lawsuits, the Settlements, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. WHAT IS A CLASS ACTION LAWSUIT?

A class action is a lawsuit in which one or more individuals sue an individual(s), company or other entity on behalf of all other people who have similar claims. Collectively, these people are referred to as a "Class" or "Class Members." In a class action, the court resolves certain legal issues, legal claims and defenses for all class members in one lawsuit, except for those who ask to be excluded from the class. (See below for more information about excluding yourself from the Classes here.)

3. WHAT ARE THESE LAWSUITS ABOUT?

The Kashi Lawsuit claimed that Kashi misled consumers by marketing certain Products as "All Natural" and "Nothing Artificial" which contained one or more of the Challenged Ingredients listed in section II paragraph A.1 of the Kashi Stipulation of Settlement, which is available at www.NaturalClassSettlement.com. A list of the involved Kashi Products can be found in section II, paragraph A.23 of the Kashi Stipulation of Settlement and at www.NaturalClassSettlement.com. Kashi stands by its marketing and denies it did anything wrong.

The Bear Naked Lawsuit claimed that Bear Naked misled consumers by marketing certain Products as "100% Pure & Natural" and "100% Natural" which contained one or more of the Challenged Ingredients listed in section II paragraph A.1 of the Bear Naked Stipulation of Settlement, which is available at www.NaturalClassSettlement.com. A list of the involved Bear Naked Products can be found in section II, paragraph A.23 of the Bear Naked Stipulation of Settlement and at www.NaturalClassSettlement.com. Bear Naked stands by its marketing and denies it did anything wrong.

The Courts did not decide who was right in either lawsuit. Instead, in both cases, the Parties agreed to a settlement. By agreeing to a settlement, the Parties avoid the costs and risk of a trial and the Classes will get compensation. The Class Representatives and their attorneys believe that the Settlement is in the best interests of the Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

4. HOW DO I KNOW IF I AM IN THE SETTLEMENT CLASS?

To receive money from either of these Settlements you first have to determine if you are a Member of either or both of the Kashi All Natural / Nothing Artificial Food Products Class and/or the Bear Naked 100% Pure & Natural / 100% Natural Food Products Class. Members of the Kashi All Natural / Nothing Artificial Food Products Class are those California residents who purchased between August 24, 2007 and May 1, 2014 the specified Kashi Products listed in section II, paragraph A.23 of the Kashi Stipulation of Settlement, available at www.NaturalClassSettlement.com. Excluded from the Kashi Class are Kashi employees, officers and directors; persons or entities that purchased the Products for the purpose of re-sale; retailers or re-sellers of the Products; governmental entities; persons who properly exclude themselves from the Class; and the Court, the Court's immediate family, and Court staff.

Members of the Bear Naked 100% Pure & Natural / 100% Natural Class are those California residents who purchased between September 21, 2007 and May 1, 2014 the specified Bear Naked Products listed in section II, paragraph A.23 of the Bear Naked Stipulation of Settlement, available at www.NaturalClassSettlement.com. Excluded from the Bear Naked Class are Bear Naked employees, officers and directors; persons or entities that purchased the Products for the purpose of re-sale; retailers or re-sellers of the Products; governmental entities; persons who timely and properly exclude themselves from the Class; and the Court, the Court's immediate family, and Court staff.

THE SETTLEMENT BENEFITS

5. WHAT DO THE SETTLEMENTS PROVIDE?

Kashi has agreed to create a cash Settlement Fund of \$5 million. The Fund will be used to pay Class Notice and administration costs, attorneys' fees and expenses, Class Representative Incentive Awards, and cash payments to Class Members of the Kashi All Natural / Nothing Artificial Food Products Class who submit a valid Claim Form. Under the Settlement, Kashi also agreed to make certain changes to its current labeling and marketing of certain Products. Details are described in paragraph IV.B of the Kashi Stipulation of Settlement, which is available at www.NaturalClassSettlement.com.

Bear Naked has agreed to create a cash Settlement Fund of \$325,000. The Fund will be used to pay attorneys' expenses, Class Representative Incentive Awards, and cash payments to Class Members of the Bear Naked 100% Pure & Natural / 100% Natural Food Products Class who submit a valid Claim Form. Under the Settlement, Bear Naked also agreed to make certain changes to its current labeling and marketing of certain Products. Details are described in paragraph IV.B of the Bear Naked Stipulation of Settlement, which is available at www.NaturalClassSettlement.com.

The specific amount of cash that you may receive depends on the quantity of Kashi or Bear Naked Products you purchased, whether you have receipts, and the number of valid claims submitted.

You can choose to receive cash payments based on Kashi Products you purchased between August 24, 2007 and May 1, 2014 and/or Bear Naked Products you purchased between September 21, 2007 and May 1, 2014, as follows:

Kashi Class Members:

- A Class Member who has written proof of purchase may seek reimbursement of \$0.50 for every purchased package of the specified Kashi Products for which they submit a valid Claim Form with written proof of purchase in the form of a receipt or a retail rewards submission.
- A Class Member who does not have written proof of purchase may still make a claim for reimbursement of \$0.50 for every package of a specified Kashi Product purchased for which they submit a valid Claim Form but the maximum recovery for those Products not having written proof of purchase will be \$25.00.
- Class Members may file Claim Forms seeking reimbursement both for Products for which they submit written proof of purchase and Products for which they do not submit written proof of purchase. These claims will be subject to the requirements and maximum recovery amounts permitted for each type of claim.

Bear Naked Class Members:

- A Class Member who has written proof of purchase may seek reimbursement of \$0.50 for every purchased package of the specified Bear Naked Products for which they submit a valid Claim Form with written proof of purchase in the form of a receipt or a retail rewards submission.
- A Class Member who does not have written proof of purchase may still make a claim for reimbursement of \$0.50 for every package of a specified Bear Naked Product purchased for which they submit a valid Claim Form but the maximum recovery for those Products not having written proof of purchase will be \$10.00.
- Class Members may file Claim Forms seeking reimbursement both for Products for which they submit written proof of purchase and Products for which they do not submit written proof of purchase. These claims are subject to the requirements and maximum recovery amounts permitted for each type of claim.

If the total amount of valid Kashi claims (plus other authorized fees, costs and expenses) exceeds the amount in the Kashi Settlement Fund, then each Claimant's award shall be proportionately reduced. If after all valid claims (plus other authorized fees, costs and expenses) are paid, money remains in the Kashi Settlement Fund, the remaining amount shall be used to proportionately increase the recovery of each eligible claim.

Similarly, if the total amount of valid Bear Naked claims (plus other authorized fees, costs and expenses) exceeds the amount in the Bear Naked Settlement Fund, then each Claimant's award shall be proportionately reduced. If after all valid claims (plus other authorized fees, costs and expenses) are paid, money remains in the Bear Naked Settlement Fund, the remaining amount shall be used to proportionately increase the recovery of each eligible claim.

6. WHEN WILL I GET MY PAYMENT?

Benefits will be distributed if the Court grants final approval of the Settlement and if after any appeals are resolved final approval of the settlement is upheld.

If the District Court approves the Settlement after a hearing on final approval, there may be appeals. We do not know how much time it could take to resolve any appeals that may be filed. If the District Court does not approve the Settlement or the Settlement is not approved in any appeal that may be brought, you will not receive cash payments for Kashi or Bear Naked Products.

7. How Do I GET BENEFITS? SUBMIT A CLAIM FORM.

If you are a Class Member and you want to participate in the Settlement, you must complete and submit a Claim Form by August 25, 2014. The Claim Form can be found at www.NaturalClassSettlement.com or by calling 1-844-322-8154.

The Claim Form can be submitted online or by mail. If you choose to submit it online, you must do so no later than August 25, 2014. If you choose to submit a hard-copy of the Claim Form by mail, it must be postmarked by August 25, 2014 and mailed to:

All Natural Class Actions Settlement Administrator c/o GCG P.O. Box 10068 Dublin, OH 43017-6668

If you do not submit a valid Claim Form by the deadline, you will not receive any cash payments from the Settlement.

REMAINING IN THE SETTLEMENT

8. WHAT AM I GIVING UP IF I STAY IN THE CLASSES?

If you stay in the Kashi Class, you cannot sue or be part of any other lawsuit against Kashi Company or related entities or persons for any of the claims asserted in the Consolidated Amended Complaint or the Original Complaints filed in the Kashi lawsuit by or on behalf of California residents arising out of or relating to the packaging, marketing, distribution or sale of the Kashi Products that are identified in section II, paragraph A.23 of the Kashi Stipulation of Settlement (available at www.NaturalClassSettlement.com)(the "Kashi Products"), purchased between August 24, 2007 and May 1, 2014. In addition, if you stay in the Kashi Class, all of the Court's orders will apply to you and legally bind you. If the Court grants final approval of the Settlement, all California residents who are members of the Class (except any such person who has filed a proper and timely request for exclusion) shall release and forever discharge, and shall be forever barred from asserting, instituting or maintaining against any or all of the Released Persons, with the exception of claims for personal injuries, any and all actions, claims, demands, rights, suits and causes of action of whatever kind or nature that arose between August 24, 2007 and May 1, 2014 against the Kashi Released Persons, including damages, costs, expenses, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity arising out of or relating to Kashi's packaging, marketing, distribution or sale of the Kashi Products labeled as "All Natural" and "Nothing Artificial", which have been asserted in the Consolidated Amended Complaint or the Original Complaints filed in the Kashi action (collectively, the "Kashi Released Claims").

If you stay in the Bear Naked Class, you cannot sue or be part of any other lawsuit against Bear Naked, Inc. or related entities or persons for any of the claims asserted in the First Amended Consolidated Complaint or the Original Complaints filed in the Bear Naked lawsuit by or on behalf of California residents arising out of or relating to the packaging, marketing, distribution or sale of the Bear Naked Products that are identified in section II, paragraph A.23 of the Bear Naked Stipulation of Settlement (available at www.NaturalClassSettlement.com)("Bear Naked Products"), which were purchased between September 21, 2007 and May 1, 2014. In addition, if you stay in the Bear Naked Class, all of the Court's orders will apply to you and legally bind you. If the Court grants final approval of the settlements, all California residents who are members of the Bear Naked Class (except any such person who has filed a proper and timely request for exclusion) shall release and forever discharge, and shall be forever barred from asserting, instituting or maintaining against any or all of the Bear Naked Released Persons, with the exception of claims for personal injuries, any and all actions, claims, demands, rights, suits and causes of action of whatever kind or nature that arose between September 21, 2007 and May 1, 2014 against the Bear Naked Released Persons, including damages, costs, expenses, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, in

law or equity arising out of or relating to Bear Naked's packaging, marketing, distribution or sale of the Bear Naked Products labeled as "100% Pure & Natural" and "100% Natural", which have been asserted in the First Amended Consolidated Complaint or the Original Complaints filed in the actions (collectively, the "Bear Naked Released Claims").

If a settlement is not approved, the case will proceed as if no settlement had been attempted. There can be no assurance that if a settlement is not approved and litigation resumes, the Class will recover more than is provided for under the Settlement, or will recover anything.

The Settlement Agreements are available at www.NaturalClassSettlement.com or by calling 1-844-322-8154.

9. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will not get any cash from these Settlements. But, unless you exclude yourself, you will not be able to start a lawsuit or be part of any other lawsuit against Kashi Company and Bear Naked, Inc. for any of the Released Claims described above. If you have any questions you can talk to the law firms listed in Question 10 below for free or you can, of course, talk to your own lawyer if you have questions about what this means.

THE LAWYERS REPRESENTING YOU

10. WHO REPRESENTS ME?

On July 28, 2014, Kashi Class Counsel will submit their motion for final approval and request for attorney fees and expenses, which will be available at www.NaturalClassSettlement.com or by calling 1-844-322-8154. The Court has appointed as Class Representatives Skye Astiana, Milan Babic, Tamara Diaz, Tamar Larsen, and Kimberly S. Sethavanish.

Class Counsel are the lawyers for the Class. The Class Representatives and Class Counsel will act as your representatives for this Settlement if you do not exclude yourself from the Class.

The Court has appointed to represent the Kashi Class and Class Members:

Joseph N. Kravec, Jr. Wyatt A. Lison Feinstein Doyle Payne & Kravec, LLC

429 Forbes Avenue

Allegheny Building, 17th Floor

Pittsburgh, PA 15219

Telephone: (412) 281-8400

Nadeem Faruqi Antonio Vozzolo Andrea Clisura

Faruqi & Faruqi, LLP

369 Lexington Avenue, 10th Floor

New York, NY 10017 Telephone: (212) 983-9330

On July 28, 2014, Bear Naked Class Counsel will submit their motion for final approval and request for attorney expenses, which will be available at www.NaturalClassSettlement.com or by calling 1-844-322-8154. The Court has appointed Chanee Thurston as Class Representative.

The Court has appointed to represent the Bear Naked Class and Class Members:

Rosemary M. Rivas Janet Lindner Spielberg Michael David Braun Finkelstein Thompson LLP Law Office of Janet Lindner Spielberg Braun Law Group PC 505 Montgomery St. 12400 Wilshire Boulevard 10680 West Pico Boulevard

Suite 300 Suite 400

Suite 280 San Francisco, CA 94111 Los Angeles, CA 90064 Los Angeles, CA 90064 Telephone: (415) 398-8700 Telephone: (310) 392-8801 Telephone: (310) 836-6000

11. WILL I HAVE TO PAY THE LAWYERS?

No. You will not be responsible for any costs or attorneys' fees incurred in these lawsuits. If the Court approves the proposed Settlements, Class Counsel in each case will request that the Court award them attorneys' fees and/or expenses to be paid out of the respective Settlement Funds. Class Counsel in the Kashi case will seek attorneys' fees and expenses in an amount not to exceed 25% of the Settlement Fund. Class Counsel in the Bear Naked case will seek attorney expenses in an amount to be determined.

The five Kashi Plaintiffs will also ask the Court for an Incentive Award of \$4,000 each for their costs, time and effort acting as a Plaintiff and for their willingness to bring this Litigation and act on behalf of other consumers. The Incentive Awards will be paid out of the Kashi Settlement Fund.

The Bear Naked Plaintiff will ask the Court for an Incentive Award of up to \$2,000 for her costs, time and effort acting as a Plaintiff and for her willingness to bring this Litigation and act on behalf of other consumers. The Incentive Award will be paid out of the Bear Naked Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

12. HOW DO I GET OUT OF - OR EXCLUDE MYSELF FROM - THE SETTLEMENTS?

You have the right not to be part of the Settlements by excluding yourself or "opting out" of the Classes. If you wish to exclude yourself, you must send a letter, postmarked no later than August 25, 2014, to the Claims Administrator at the following address:

All Natural Class Actions Settlement Administrator P.O. Box 10068 Dublin, OH 43017-6668

Your letter must specify whether you are requesting exclusion from the Kashi Settlement Class or the Bear Naked Settlement Class or both (such as: "I request exclusion from the Kashi Settlement Class" or "I request exclusion from the Bear Naked Settlement Class") and must be signed by you. You must include your full name, address, and telephone number. If you do not include the required information or fail to submit your request for exclusion on time, you will remain a Class Member and be bound by the Settlement and Final Judgment and Order. If you exclude yourself from the Class, you give up your right to receive any money from the Settlements, and you will not be bound by the Settlements or Final Judgments and Orders, and you will not be barred from pursuing any individual claim you may otherwise have relating to the Released Claims.

13. IF I DO NOT EXCLUDE MYSELF, CAN I SUE KASHI COMPANY AND BEAR NAKED, INC. FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Kashi Company and Bear Naked, Inc. for the claims that these Settlements resolve, including any claims relating to Kashi Company and Bear Naked, Inc. for any of the Released Claims.

14. IF I EXCLUDE MYSELF, CAN I GET ANYTHING FROM THIS SETTLEMENT?

No. If you exclude yourself, do not submit a Claim Form to ask for cash for Kashi or Bear Naked Products.

OBJECTING TO THE SETTLEMENT

15. HOW DO I OBJECT TO THE SETTLEMENT?

If there is something about either or both of the Settlements that you do not like, you may file an objection with the Court. You will still be in the Settlement, you will remain a Class Member, and will be eligible to receive benefits if the Settlement is approved and you timely submit your Claim Form. *Even if you object, you should return the Claim Form to receive a cash payment.*

If you want to object, you must submit your objection in writing to the Court. Your objection must include:

- 1. Your name, address, and telephone number;
- 2. Your signature;
- 3. The reasons why you object;
- 4. The case name and number of the lawsuit. The case name and number of the Kashi Lawsuit is *Astiana v. Kashi Company*, Case No. 11 CV 1967-H (BGS). The case name and number of the Bear Naked Lawsuit is *Thurston v. Bear Naked*, *Inc.*, Case No. 11 CV 2890-H (BGS); and
- 5. If you are represented by a lawyer, the name, address and telephone number of that lawyer.

You must submit your written objection to the Court by letter or postcard postmarked no later than August 4, 2014, or as the Court directs, sent to Clerk of the Court, United States District Court Southern District of California, 333 West Broadway, Suite 420, San Diego, California 92101.

If you are objecting to or seeking exclusion from the Kashi Settlement, you must also send a copy of your written submission to Kashi Class Counsel and Kashi's Counsel at:

<u>Kashi Class Counsel</u> <u>Kashi's Counsel</u>

Joseph N. Kravec, Jr. Dean N. Panos

Wyatt A. Lison JENNER & BLOCK LLP

Feinstein Doyle Payne & Kravec, LLC 353 N. Clark Street 429 Forbes Avenue Chicago, IL 60654-3456

Allegheny Building, 17th Floor Telephone: 312/222-9350

Pittsburgh, PA 15219 Telephone: (412) 281-8400

If you are objecting to or seeking exclusion from the Bear Naked Settlement, you must also send a copy of your written submission to Bear Naked Class Counsel and Bear Naked's Counsel at:

Bear Naked Class Counsel Bear Naked's Counsel

Rosemary M. Rivas Dean N. Panos

Finkelstein Thompson LLP
505 Montgomery St., Suite 300
San Francisco, CA 94111
Telephone: (415) 398-8700

JENNER & BLOCK LLP
353 N. Clark Street
Chicago, IL 60654-3456
Telephone: (312) 222-9350

All written submissions must be postmarked no later than August 4, 2014 or your submission will not be considered.

THE COURT'S FINAL APPROVAL HEARING

16. THE HEARINGS TO DECIDE WHETHER TO APPROVE THE SETTLEMENTS.

The Court has scheduled a Settlement Hearing for the Kashi All Natural / Nothing Artificial Products Class Settlement and for the Bear Naked 100% Pure & Natural / 100% Natural Products Class Settlement at 10:30 a.m. on September 2, 2014. The hearings will be held in the United States District Court, Southern District of California, 333 West Broadway, San Diego, California 92101 in Courtroom 15A of the Honorable Marilyn L. Huff. The hearing may be moved to a different date or time without additional notice, so please check www.NaturalClassSettlement.com or call 1-844-322-8154 for updates.

At these hearings, the Court will consider whether the Settlements are fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider how much the lawyers representing Class Members should be paid and if the Class Representative and other Plaintiffs should receive Incentive Awards. After the hearing, the Court will decide whether to grant final approval of the Settlement. We do not know how long these decisions will take.

GETTING MORE INFORMATION

17. WHERE DO I GET MORE INFORMATION?

This Notice summarizes the Settlement. More details are in a Settlement Agreement. You can get a copy of the Stipulations of Settlement, Claim Form and other information at www.NaturalClassSettlement.com. You may also write with questions to All Natural Class Actions Settlement Administrator, c/o GCG, P.O. Box 10068, Dublin, OH 43017-6668. You can also get a Claim Form by calling the toll free number, 1-844-322-8154.

Complete copies of the pleadings and other documents filed in these lawsuits may be examined and copied during regular office hours at the Clerk of the Court, United States District Court, Southern District of California, 333 West Broadway, Suite 420, San Diego, CA 92101.

If you have any questions concerning any matter raised in this Notice, please visit www.NaturalClassSettlement.com.

PLEASE DO NOT CALL OR WRITE KASHI OR BEAR NAKED OR THE COURT FOR ADDITIONAL INFORMATION OR ADVICE.

Questions? Visit www.NaturalClassSettlement.com or call 1-844-322-8154 DO NOT CALL KASHI OR BEAR NAKED OR THE COURT. Do not forget to return the Claim Form.