

**IN THE CIRCUIT COURT
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS**

BOBBIE GRAYER., individually and on behalf
of others similarly situated,

Plaintiff,

v.

SARA LEE FROZEN BAKERY, LLC,

Defendant.

No. 2022LA000002

CLASS ACTION SETTLEMENT AGREEMENT

Table of Contents

	<u>Page</u>
I. RECITALS.....	1
II. DEFINITIONS.....	2
III. SETTLEMENT CONSIDERATION.....	6
A. Monetary Relief.....	6
B. Injunctive Relief.....	6
IV. CLAIMS PROCESS AND PAYMENT.....	7
A. Submission of Claims.....	7
B. Review of Claims.....	7
C. Fraudulent Claims	7
D. Incomplete or Inaccurate Claim Forms.....	8
E. Provision of Settlement Benefits	8
V. NOTICE.....	9
A. Forms of Notice.....	9
VI. ADMINISTRATION OF SETTLEMENT.....	10
VII. OBJECTIONS AND OPT-OUTS.....	11
A. Objections	11
B. Requests for Exclusion/Opt-Outs.....	12
C. No Solicitation of Objections or Exclusions.....	12
VIII. FEE AWARD AND CLASS REPRESENTATIVE SERVICE AWARD.....	12
A. Fee Award.....	12
B. Class Representative Service Award.....	13
IX. PRELIMINARY APPROVAL.....	14
A. Motion for Preliminary Approval.....	14
B. Certification of Settlement Class for Settlement Purposes Only.....	14
X. FINAL APPROVAL	14
A. Motion for Final Approval.....	14
B. Final Approval Hearing.....	15
C. Dismissal of this Action.....	15
XI. RELEASES	15
A. General Release from Liability.....	15
XII. TERMINATION AND EFFECT OF TERMINATION.....	16
XIII. NON-ADMISSION OF FAULT OR LIABILITY.....	17

Table of Contents

(continued)

	<u>Page</u>
XIV. MISCELLANEOUS.....	17
A. Non-Admissibility	17
B. Reservation of Rights.....	17
C. Dispute Resolution	17
D. Non-Disparagement	18
E. Authority to Execute.....	18
F. Signatures.....	18
G. Assignment of Claims.....	18
H. Reading and Understanding	18
I. Reliance on Own Judgment	18
J. Governing Law.....	19
K. Continuing Jurisdiction of the Court.....	19
L. Entire Agreement.....	19
M. Joint Preparation	19
N. Recitals.....	19
O. Captions	19
P. Amendment or Modification.....	19
Q. Cooperation.....	20
R. No Waiver	20
S. Parties' Waiver of Right to be Excluded and Object.....	20
T. Binding Upon Successors	20
U. Severability	20
V. Mutual Interpretation.....	20

This settlement agreement (“Settlement” or “Settlement Agreement”) is entered into by Plaintiff Bobbie Grayer (“Plaintiff” or “Class Representative”), individually and on behalf of the Settlement Class (defined herein), and by Defendant Sara Lee Frozen Bakery, LLC (“Sara Lee”) (collectively with the Plaintiff, the “Parties”), in the above-captioned action. This Settlement Agreement is intended by the Parties to fully and finally resolve, discharge, and settle the Released Claims, as defined herein, subject to the terms and conditions set forth below, and the approval of the Circuit Court.

I. RECITALS

1. On April 27, 2021, Plaintiff commenced a proposed class action in the Illinois Circuit Court of Cook County, County Department, Chancery Division (Case No. 2021CH02035) (the “Cook County Action”) in connection with Sara Lee’s labeling and marketing of its All Butter Pound Cake (the “Product”).
2. On April 28, 2021, Plaintiff filed a motion for class certification.
3. On October 14, 2021, the Parties participated in a day-long mediation session with Hon. Wayne Andersen (Ret.). The Parties were unable to reach an agreement, but participated in extensive arm’s length settlement negotiations (through Mediator Andersen) in the following weeks.
4. On December 13, 2021, the Parties reached an agreement on the material terms of the Settlement under the auspices of Mediator Andersen and entered into a Memorandum of Understanding.
5. On November 22, 2021, Plaintiff moved to voluntarily dismiss the Cook County Action, which the Court granted on November 23, 2021. On January 4, 2022, Plaintiff filed the above-titled Action in this Court.
6. In the following weeks, the Parties finalized and executed this Settlement Agreement.
7. Weighing the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, Plaintiff and Class Counsel, as defined below, are satisfied that the terms and conditions of this settlement are fair, reasonable, adequate, and in the best interests of the Class.
8. Sara Lee, while continuing to deny all allegations of wrongdoing, and disclaiming all liability with respect to all claims, considers it desirable to resolve the Action on the terms stated herein to avoid further expense, inconvenience, and burden associated with further litigation, and therefore determines that this Settlement Agreement is in Sara Lee’s best interests.
9. NOW, THEREFORE, without any admission or concession of liability or wrongdoing or the lack of merit of any defense whatsoever by Sara Lee, or any admission or concession of the lack of merit of this Action whatsoever by Plaintiff, it is hereby stipulated and agreed by the undersigned, on behalf of Plaintiff, the Settlement Class, and Sara Lee, that the Action and all claims of the Settlement Class be settled, compromised, and dismissed on the merits and with prejudice, subject to Court approval as required by Section 2-807 of the Code of Civil Procedure, 735 ILCS 5/2-807, on the terms and conditions set forth herein and upon the Effective Date, as defined below.
10. Each Party affirms that the Recitals above are true and accurate and are hereby made a part of this Settlement Agreement.

II. DEFINITIONS

As used in this Settlement Agreement and the Exhibits hereto, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth in this Section II. Unless otherwise indicated, defined terms include the plural as well as the singular. The recitals above and definitions stated below are incorporated into this Agreement and made a part of this Agreement as if fully set forth herein.

11. **“Action”** means the above-titled putative class action, captioned *Grayer v. Sara Lee Frozen Bakery, LLC*, No. 2022LA000002, in the Third Judicial Circuit of Madison County, Illinois.
12. **“Agreement”** or **“Settlement Agreement”** means this settlement agreement in its entirety, including any and all of its Exhibits attached hereto and incorporated herein.
13. **“Claim Deadline”** means the date sixty (60) days after the Notice Date, or as otherwise set by the Court, as the deadline for Settlement Class Members to submit Claim Forms.
14. **“Claim Form”** means the document which Settlement Class Members must submit to the Settlement Administrator in order to obtain the Settlement Benefit. Settlement Class Members may complete the Claim Form on the Settlement Website, substantially in the form of **Exhibit 1** hereto, and submit it either electronically or in hard copy to the Settlement Administrator. If using a hard copy of the Claim Form, Settlement Class Members must mail the Claim Form to the Settlement Administrator. The Claim Form may be modified as necessary to comply with the provisions of any order by the Court; any such modifications will immediately be posted to the Settlement Website.
15. **“Claimant”** means a Settlement Class Member who submits a Claim Form.
16. **“Claims Period”** means the period of time a Settlement Class Member has to file a Claim Form and shall begin on the Notice Date and conclude on the Claim Deadline.
17. **“Class Counsel”** or **“Plaintiff Counsel”** means the law firms of Barnow and Associates, PC and Steckler Wayne Cherry & Love PLLC.
18. **“Class Period”** or **“Settlement Class Period”** means the period of time from April 27, 2017 through the date the Preliminary Approval Order is entered.
19. **“Class Representative”** or **“Plaintiff”** means Plaintiff Bobbie Grayer.
20. **“Class Representative Service Award”** means the monetary award, sought by application and approved by the Court, which is payable to the Class Representative for her efforts and diligence in prosecuting this Action on behalf of the Settlement Class.
21. **“Court”** means the Third Judicial Circuit of Madison County, Illinois, the Honorable Sarah Smith presiding.
22. **“Defendant”** or **“Sara Lee”** means Sara Lee Frozen Bakery, LLC.
23. **“Defendant’s Counsel,” “Defense Counsel,”** or **“Sara Lee’s Counsel”** means the law firm of Perkins Coie LLP.
24. **“Effective Date”** means the date on which the time to appeal has expired after the Court enters a Final Approval Order and Final Judgment. If an appeal is taken, the Effective Date shall mean the first date all appellate rights with respect to the Final Approval Order and Final Judgment have expired or been exhausted in such a manner as to affirm the Final Approval Order and Final Judgment.

25. **“Fee Application”** means the motion for a Fee Award and Class Representative Service Award, which Plaintiff will file at least thirty-five (35) calendar days before the Final Approval Hearing.
26. **“Fee Award”** means an award of reasonable attorneys’ fees, costs and expenses sought by application and approved by the Court, which is payable to Class Counsel.
27. **“Final Approval”** or **“Final Approval Order”** means the Court’s entry of an Order following the Final Approval Hearing, approving the Settlement pursuant to the terms and conditions of this Settlement Agreement without material change and confirming the certification of the Settlement Class for purposes of this Agreement only.
28. **“Final Approval Hearing”** means the hearing that is to take place after the entry of a Preliminary Approval Order and after the Notice Date for purposes of, *inter alia*, (a) determining whether the Settlement Agreement should be approved as fair, reasonable, adequate; (b) entering the Final Approval Order and Final Judgment and dismissing the Action with prejudice; and (c) ruling upon a Fee Application.
29. **“Final Judgment”** means the Court’s entry of a judgment following the Final Approval Hearing, entering final judgment, dismissing the Action with prejudice, and releasing all claims of Plaintiff and the Settlement Class Members, with the exception of those who submit a timely and valid Request for Exclusion.
30. **“Fraudulent Claims”** means any Claim Form(s) that the Settlement Administrator, in conjunction with the Parties, determines in good faith contain indicia of fraud or deceit, including but not limited to, any attempts to bypass the terms and limitations set out in this Settlement Agreement regarding Claim Forms, Claimants, Settlement Class Members and Settlement Benefits.
31. **“Household”** means the same mailing address, same payment account, or other evidence of sharing a residence.
32. **“Implementation Date”** means the date on which Sara Lee begins to first sell or distribute Product featuring the agreed upon label change in Section III.
33. **“Incomplete or Inaccurate Claim Forms”** means any Claim Form(s) that the Settlement Administrator, in conjunction with the Parties, determines in good faith that contains inaccurate, disqualifying, incomplete or missing information that is required for the Claimant to be considered eligible for the Settlement Benefit provided by this Settlement.
34. **“Long Form Notice”** means notice of the proposed settlement to be provided to Settlement Class Members substantially in the form of **Exhibit 2** hereto. The Long Form Notice shall be published on the Settlement Website. The Long Form Notice may be modified as necessary to comply with the provisions of any order by the Court.
35. **“Motion for Final Approval”** means the unopposed motion that the Plaintiff shall make seeking an entry of the Final Approval Order and Final Judgment by the Court.
36. **“Motion for Preliminary Approval”** means the unopposed motion that the Plaintiff shall make seeking an entry of the Preliminary Approval Order.
37. **“Notice”** means notice of this Settlement Agreement as defined in Section V.
38. **“Notice Date”** means the first date that the Notice Plan commences, as set forth in Section V below.
39. **“Notice of Missing or Inaccurate Information”** means the notice sent by the Settlement Administrator to a Claimant who has submitted a Claim Form with inaccurate, disqualifying, incomplete or missing information that is required for the Claimant to be considered eligible for the Settlement Benefit provided by this Settlement.

40. **“Notice Plan”** means the plan for dissemination of Notice of this Settlement Agreement by the Settlement Administrator in accord with the terms and provisions set forth in Section V below.
41. **“Objection”** means the written communication that a Settlement Class Member must submit to the Court by the Objection/Exclusion Deadline in order to object to the Settlement, as provided for in Section VII below.
42. **“Objection/Exclusion Deadline”** means the date to be set by the Court as the deadline for Settlement Class Members to submit Objections or Requests for Exclusion, and which shall be sixty (60) calendar days after the Notice Date.
43. **“Parties”** means Plaintiff and Sara Lee, collectively, and **“Party”** means either Plaintiff or Sara Lee, individually.
44. **“Person”** means any natural person.
45. **“Preliminary Approval”** or **“Preliminary Approval Order”** shall mean the issuance of an Order by the Court, substantially in the form of **Exhibit 3** hereto, provisionally certifying the Settlement Class, and preliminarily approving, *inter alia*, the terms of this Settlement and authorizing dissemination of Notice to the Class.
46. **“Product”** means the product at issue in this Action, namely Sara Lee All Butter Pound Cake. For purposes of this settlement only, the Product refers to any product manufactured, sold, marketed by, or distributed for Sara Lee which bears the challenged labeling claim “All Butter Pound Cake.”
47. **“Proof of Purchase”** means a receipt, copies of receipts, paid invoices, or other similar types of documentation evidencing the purchase of Product(s) from either Sara Lee, distributor, or authorized retailer by the Settlement Class Member during the Class Period. The legitimacy of the form of proof of purchase submitted shall be determined by the Settlement Administrator in consultation with both Parties.
48. **“Released Claims”** means any claim, cross-claim, liability, right, demand, suit, matter, obligation, damage, restitution, disgorgement, loss or cost, attorneys’ fee, cost or expense, action or cause of action, of every kind and description that the Releasing Party had or has or could have had, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis or on behalf of the general public against any of the Released Parties that are based on, arise out of, could have arisen out of or relate to the allegations or claims in the Action, that the Product was misleadingly promoted, marketed or sold, or that relate to the promotion, labeling and marketing of the Product; that Sara Lee used any unfair methods of competition and unfair or deceptive acts or practices in connection with the marketing or sale of the Products; that Sara Lee was unjustly enriched in connection with the sale of the Products; or that Sara Lee breached any warranty, express or implied, in connection with the marketing or sale of the Products. Excluded from the Released Claims is any claim for alleged bodily injuries arising out of use of the Product.
49. **“Released Parties”** means Sara Lee, and all of its past, present and/or future parents, predecessors, successors, assigns, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and/or future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, representatives, advisors, consultants, brokers, distributors, retailers, wholesalers, subrogees and assigns of any of the foregoing, and representatives of any of the foregoing.

50. **“Releasing Parties”** means the Plaintiff, each Settlement Class Member who does not submit a timely and valid Request for Exclusion, and any Person claiming by or through such Settlement Class Member as his/her spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, devisee, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee, or affiliate.
51. **“Request for Exclusion”** means the written communication that a Settlement Class Member must submit to the Settlement Administrator by the Objection/Exclusion Deadline in order to be excluded from the Settlement as provided for in Section VII below.
52. **“Settlement”** means the settlement embodied in this Agreement.
53. **“Settlement Administrator”** means Kroll Business Services (formerly known as Heffler Claims Group), which will be responsible for, *inter alia*, providing Notice to the Settlement Class and administering the Settlement as provided for in Sections V and VI below.
54. **“Settlement Benefit”** means the monetary payment described in Section III, available to Settlement Class Members who submit a timely and valid Claim Form.
55. **“Settlement Class Members,” “Class Members,” “Class,” or “Settlement Class”** means: All Persons who purchased for personal use and not for resale any Product in the United States during the Class Period. Excluded from the Settlement Class shall be (a) the Court, counsel to the Parties, Mediator Andersen, and their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; (b) any government entity; (c) Sara Lee, any entity in which Sara Lee has a controlling interest, any of Sara Lee’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any member of their immediate family; and (d) all Persons who timely and properly exclude themselves from the Settlement Class.
56. **“Settlement Notice and Administration Costs”** means the costs for providing Notice and administration of the Settlement. Sara Lee shall pay the Settlement Notice and Administration Costs.
57. **“Settlement Website”** means the website to be established by the Settlement Administrator for purpose of providing Notice, Claim Forms, and other information regarding this Settlement Agreement. The Settlement Website will include, *inter alia*, (a) an FAQ section, (b) links to all pertinent documents including, the Settlement Agreement, Long Form Notice, and all other relevant pleadings as agreed by the Parties or as ordered by the Court, (c) the Fee Application and Motions for Preliminary Approval and Final Approval (and orders granting these motions if and when they are issued), (d) a toll-free number, (e) and other pertinent information about the Settlement, including the ability to complete and submit the Claim Form. The Settlement Website will be updated regularly with relevant documents as they become available. The Settlement Website shall be www.xxxxxxxxxxxx.com.
58. **“Summary Notice”** means notice of the proposed Settlement published in the Illinois edition of *USA Today*. Summary Notice is to be provided substantially in the forms of **Exhibit 4** hereto, but which may be modified as necessary to comply with the provisions of any order of Preliminary Approval entered by the Court.

III. SETTLEMENT CONSIDERATION

A. Monetary Relief

59. To each Claimant who submits a timely and valid Claim Form, Sara Lee shall pay a monetary Settlement Benefit as follows:
- a. **With Proof of Purchase.** Each Claimant who submits sufficient Proof of Purchase may claim one dollar (\$1.00) per Product purchased during the Class Period, up to twenty (20) purchases, for a maximum potential recovery of twenty dollars (\$20.00) and a minimum benefit of three dollars (\$3.00).
 - b. **Without Proof of Purchase.** Each Claimant who does not submit sufficient Proof of Purchase, or no Proof of Purchase at all, but who submits an attestation of his/her purchase of Product during the Class Period under penalty of perjury, may claim one dollar (\$1.00) per Product purchased during the Class Period, up to five (5) purchases, for a maximum potential recovery of five dollars (\$5.00) and a minimum benefit of three dollars (\$3.00).
 - c. **Maximum Payment of Settlement Benefits.** In no instance shall Sara Lee be required to pay more than one million dollars (\$1,000,000.00) to Settlement Class Members who file valid claims. If the aggregate total monetary value of all valid and timely Claims submitted by Settlement Class Members meets or exceeds one million dollars (\$1,000,000.00), then Sara Lee shall only be responsible for paying one million dollars (\$1,000,000.00), and in this situation, each Settlement Class Member's Settlement Benefit shall be reduced on a pro rata basis.
 - d. Settlement Class Members residing in the same Household who each submit a Claim Form shall only be entitled to a collective maximum payment of five dollars (\$5.00) or twenty dollars (\$20.00) per Household, depending on whether valid Proof of Purchase is submitted. If one or more Settlement Class Members from the same Household submit Claim Forms, the Settlement Administrator shall pay the recovery entitled to from the first submitted valid and timely Claim in the Household.
60. Sara Lee shall pay the monetary relief to the Class separate from, and in addition to, all other payments it is obligated to make under the Settlement (*e.g.*, Settlement Notice and Administration Costs, the Class Representative Service Award, and the Fee Award).

B. Injunctive Relief

61. In consideration of the mutual covenants and promises set forth herein, and subject to this Court's approval, the Parties agree that within two (2) years of the Effective Date, Sara Lee will use commercially reasonable efforts to replace the label and marketing claim "All Butter Pound Cake" to instead state "Butter Pound Cake" or similar language.
62. This injunctive relief contemplated by the Settlement Agreement applies only to Sara Lee and media platforms, advertising, packaging, and websites within its control.
63. To allow for supply chain issues, Sara Lee will not be in violation of the injunction for the distribution or sale of any Product with packaging produced before the Implementation Date but sold or distributed after that date.

IV. CLAIMS PROCESS AND PAYMENT

A. Submission of Claims

- 64. Subject to the rights and limitations in this Settlement Agreement, every Settlement Class Member shall have the right to submit a claim for the Settlement Benefit.
- 65. To be eligible to receive the Settlement Benefit under the Settlement Agreement, Settlement Class Members must submit a claim to the Settlement Administrator by either: (a) completing, certifying, and sending the Claim Form to the Settlement Administrator via U.S. Mail or electronic mail; or (b) completing, certifying, and submitting the Claim Form electronically to the Settlement Administrator via the Settlement Website.
- 66. In order to be timely, the Claim Form must be postmarked or electronically submitted by no later than the Claim Deadline. Claim Forms postmarked or electronically submitted after the Claim Deadline may be denied by the Settlement Administrator, and Sara Lee will not be obligated to make any payment on such claims.
- 67. In order to be valid, the Claim Form must: (a) be signed in hard copy or electronically by the Settlement Class Member under penalty of perjury; and (b) bear an attestation by the Settlement Class Member that he/she purchased the Product during the Class Period. Claim Forms that do not meet these requirements may be denied by the Settlement Administrator, in consultation as necessary with Sara Lee's Counsel and Class Counsel, and Sara Lee will not be obligated to make any payment on such claims, unless the Parties agree otherwise.
- 68. Submission of a Claim Form, regardless of whether it is determined to be valid, shall confer no rights or obligations on any Party, any Settlement Class Member, or any other Person, except as expressly provided herein.

B. Review of Claims

- 69. The Settlement Administrator may track Claim Forms with unique security identifiers or control numbers and take all other necessary and appropriate steps to prevent fraud, waste, abuse, and duplications.
- 70. The Settlement Administrator shall review all submitted Claim Forms within a reasonable time to determine the validity and timeliness of the Claim, each Settlement Class Member's eligibility for the Settlement Benefit, and the amount of such relief, if any. Copies of submitted Claim Forms shall be provided to Sara Lee's Counsel and to Class Counsel upon request. Settlement Class Members who submit valid and timely Claim Forms shall be entitled to the Settlement Benefit. Settlement Class Members who submit Claims Forms that do not meet the eligibility requirements described herein may not be entitled to such relief.

C. Fraudulent Claims

- 71. The Settlement Administrator shall use good faith and appropriate procedures to prevent, detect, and reject the payment of Fraudulent Claims and ensure payment of only legitimate claims.
- 72. Sara Lee will not be obligated to make any payment for any Claim Forms that are initially determined to be valid, but are later discovered to be fraudulent.

D. Incomplete or Inaccurate Claim Forms

73. After receipt of any Claim Forms containing incomplete or inaccurate information, and/or submitted Claims Forms omitting required information, the Settlement Administrator shall send a Notice of Missing or Inaccurate Information explaining what information is missing or inaccurate. In the event of missing or invalid Proof of Purchase, if submitted, the Notice of Missing or Inaccurate Information sent by the Settlement Administrator shall inform the Claimant of his or her ability to convert or resubmit the Claim Form to seek the monetary benefit available without Proof of Purchase.
74. Claimants shall have thirty (30) calendar days from when the Notice of Missing or Inaccurate Information was mailed to reply to the Notice of Missing or Inaccurate Information and provide the required information.
75. If a Claimant fails to respond within thirty (30) calendar days from when the Notice of Missing or Inaccurate Information was mailed or the Settlement Administrator is unable to provide a Notice of Missing or Inaccurate Information as a result of the omitted information, the Settlement Administrator will reject such Claimant's claim, and Sara Lee will not be obligated to make any payment on such claim, unless otherwise agreed by the Parties.
76. The Parties will each have the right to review and contest all claims approved for payment by the Settlement Administrator, including for Fraudulent Claims or Incomplete or Inaccurate Claim Forms. The Settlement Administrator will, however, ultimately be the final decision maker on the validity of any claim. Neither Plaintiff nor Defendant, nor their counsel shall have any liability whatsoever for any act or omission of the Settlement Administrator.

E. Provision of Settlement Benefits

77. Sara Lee shall transmit via wire transfer to the Settlement Administrator the aggregate dollar value of all Settlement Benefits by no later than fourteen (14) calendar days after the Effective Date.
78. The Settlement Administrator shall pay all Settlement Benefits to Settlement Class Members who are eligible and who submit a valid and timely Claim Form thirty (30) calendar days of receiving the funds from Sara Lee.
79. All Settlement Benefits to Settlement Class Members shall be in the form of monetary payments via whichever option the Settlement Class Member elects (either electronic or physical payment). Payment options will be made at the discretion of the Settlement Administrator and approved by the Parties. To assist with claims administration, Settlement Class Members that elect to receive a Settlement Benefit electronically must complete the Claim Form electronically. Class Members completing the Claim Form electronically can alternatively choose a physical payment method. However, Settlement Class Members that complete and mail the physical Claim Form to the Settlement Administrator will only be allowed to choose a physical payment method (as account verification, which cannot be provided through the physical Claim Form, is needed for the electronic payment methods).

V. NOTICE

80. Notice of the Settlement shall conform to all applicable requirements of Section 2-803 of the Code of Civil Procedure, 735 ILCS 5/2-802, the Illinois Constitution (including the Due Process Clause), and any other applicable law, and shall otherwise be in the manner and form approved by the Court. The Notice Plan shall reach at least 75% of the Class. No changes can be made to the Notice Plan without consulting all the Parties and the Settlement Administrator. The Parties agree that any communications to the Settlement Administrator that suggest or propose changes to the Notice Plan shall include all Parties.

A. Forms of Notice

81. Notice of the Settlement to the Class shall be provided according to a plan developed by the Settlement Administrator and approved by the Court. The initial Notice Plan may be developed in consultation with the Parties, but the Settlement Administrator will, however, ultimately be the final decision maker on the appropriate Notice Plan, including any changes to the Notice Plan.
82. Upon Preliminary Approval, Notice of the Settlement to the Class shall be provided according to the following Notice Plan, unless otherwise determined by the Court:
- a. **Settlement Website Notice.** Within fourteen (14) calendar days of Preliminary Approval, the Settlement Administrator shall launch a Settlement Website, which will include, *inter alia*, links to the Long Form Notice, the Summary Notice, this Settlement Agreement and Exhibits, the Claim Form, relevant filings and orders, and information relating to filing a claim, objecting to the Settlement, opting out of the Settlement, other deadlines relating to the Settlement, and instructions on how to access the case docket in person at the Madison County Circuit Court courthouse. The Settlement Website will also provide Class Members with the ability to submit Claim Forms and Requests for Exclusion and to obtain information contained without the Claim Form. The Settlement Website shall be compliant with the Americans with Disabilities Act of 1990.
 - b. **Toll-Free Telephone Support.** Within fourteen (14) calendar days of Preliminary Approval, the Settlement Administrator shall establish a toll-free live telephone support system to provide Settlement Class Members with (a) general information about the Action and Settlement; (b) frequently asked questions and answers; and (c) information relating to filing a Claim, objecting to the Settlement, opting out of the Settlement, and other deadlines relating to the Settlement.
 - c. **Print Publication Notice.** No sooner than thirty (30) calendar days after an order granting Preliminary Approval, the Settlement Administrator will publish the Summary Notice in the Illinois edition of *USA Today* one day a week for a period of four consecutive weeks.
 - d. **Internet Publication Notice.** The Settlement Administrator will purchase Internet banner notice ads, social media ads, and search ads, that will allow access to the Settlement Website through an embedded hyperlink contained within the banner notice ad. This Internet Publication Notice will commence no sooner than thirty (30) calendar days after an order granting Preliminary Approval, and it shall continue for a period of forty-five (45) calendar days.

VI. ADMINISTRATION OF SETTLEMENT

83. All Settlement Notice and Administration Costs shall be paid by Sara Lee on an ongoing basis in the normal course of business. If Notice is provided to the Settlement Class but the Settlement is not finally approved, Sara Lee shall be solely responsible for any notice costs claimed by the Settlement Administrator.
84. The Settlement Administrator shall be responsible for administrative tasks, including, without limitation:
 - a. Arranging, as set forth in Section V and in the Preliminary Approval Order, for distribution of Notice of the Settlement (in a form substantially similar to that approved by the Court) and Claims Forms (in a form substantially similar to that approved by the Court) to Settlement Class Members;
 - b. Answering inquiries from Settlement Class Members pertaining to the mechanics of exercising their rights under the Settlement and directing any inquiries from Settlement Class Members pertaining to the substantive terms of the Settlement to Class Counsel;
 - c. Receiving and maintaining correspondence regarding Objections and Requests for Exclusion from the Settlement Agreement;
 - d. Posting notices, Claim Forms, and other related documents on the Settlement Website and otherwise maintaining the Settlement Website;
 - e. Receiving and processing Claim Forms, including sending rejection notices for potential invalid/fraudulent claims;
 - f. Providing prompt updates to Sara Lee's Counsel and Class Counsel regarding the number of Claims, Notice of Missing or Inaccurate Information issued, Requests for Exclusion, and Objections;
 - g. Providing declaration(s) in support of preliminary and final approval as necessary and appropriate;
 - h. Distributing all payments under the Settlement, including payments to Settlement Class Members and the Class Representative Service Award;
 - i. Providing a post-distribution accounting declaration and/or any other declarations regarding compliance with and effectuation of the terms of the Settlement; and
 - j. Otherwise assisting with implementation and administration of the Settlement Agreement terms as the Parties mutually agree or the Court orders the Settlement Administrator to perform.
85. Communications to Settlement Class Members, with regard to Notice of the Settlement or otherwise, shall come through the Settlement Administrator. None of the Parties will release any public statements regarding the Settlement Agreement or its terms, or seek to provide notice outside of the Notice Plan, other than Settlement Administrator's publication of the Class Notice. Notwithstanding the foregoing, the Parties may make such public disclosures about the Action or the Settlement that fairly and accurately describe the Settlement and are agreed to in writing in advance by all Parties. This does not prohibit disclosures about this Settlement to individual accounting, tax or other professionals as may be necessary or otherwise necessary for compliance with federal and state laws.

VII. OBJECTIONS AND OPT-OUTS

A. Objections

86. Settlement Class Members shall have the right to appear and present Objections as to any reason why the terms of this Agreement should not be given Final Approval. Any Objection must be made within the Objection/Exclusion Deadline and must be in writing and filed with the Court, either in person, by mail, or electronically, and served on all Parties.
87. An Objection must be electronically submitted or postmarked no later than the Objection/Exclusion Deadline. The date of the postmark on the envelope, or the electronic date of submission or filing, shall be the exclusive means used to determine whether an Objection has been timely submitted by the Objection/Exclusion Deadline.
88. Any Objection must contain a caption or title that identifies it as “Objection to Class Settlement in *Grayer v. Sara Lee Frozen Bakery, LLC*, No. 2022LA000002” and shall also contain:
 - a. Information sufficient to identify and contact the objecting Settlement Class Member, including name, address, telephone number, and, if available, email address, and if represented by counsel, the foregoing information for his or her counsel;
 - b. Whether the Settlement Class Member, or his or her counsel, intends to appear at the Final Approval Hearing;
 - c. A clear and concise statement of the Settlement Class Member’s Objection, including all bases and legal grounds for the Objection;
 - d. Documents sufficient to establish the person’s standing as a Settlement Class Member, *i.e.*, Proof of Purchase or verification under penalty of perjury as to the person’s purchase of Product during the Class Period;
 - e. An attestation that the Settlement Class Member did not purchase the Product in anticipation of objecting to the Settlement, including that the Settlement Class Member had no knowledge of the Settlement prior to purchase of the Product;
 - f. A list of any other objections submitted by the Settlement Class member, or his or her counsel, to any class actions in any state or federal court in the United States in the previous five (5) years (or affirmatively stating that no such prior objection has been made); and
 - g. The Settlement Class Member’s signature, in addition to the signature of his or her attorney, if any.
89. Plaintiff and Sara Lee shall each have the right to respond to any Objection no later than seven (7) calendar days prior to the Final Approval Hearing. Settlement Class Members who submit a timely and valid Objection shall consent to deposition by either or both of the Parties prior to the Final Approval Hearing.
90. Settlement Class Members who fail to file written Objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement and shall be bound, to the extent allowed by law, by the terms of the Settlement Agreement.

B. Requests for Exclusion/Opt-Outs

91. Any Settlement Class Member who does not wish to participate in this Settlement must submit a Request for Exclusion to the Settlement Administrator by the Objection/Exclusion Deadline, stating a clear intention to be “excluded” from or to “opt out” of the Settlement. The Request for Exclusion must contain the Settlement Class Member’s name, current address, and telephone number. The Request for Exclusion must be signed by the Settlement Class Member, dated, and sent to the Settlement Administrator via the Settlement Website or by hard copy sent via U.S. Mail. A Request for Exclusion must be submitted by the Settlement Class Member individually, and not by a representative on behalf of any group.
92. A Request for Exclusion must be electronically submitted or postmarked no later than the Objection/Exclusion Deadline. The postmarked date of a submission by mail, or the electronic date of submission in the case of a submission via the Settlement Website, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted by the Objection/Exclusion Deadline. Any Settlement Class Member whose request to be excluded from the Settlement Class is approved by the Court will not be bound by this Settlement Agreement nor will he or she have any right to object, appeal, or comment thereon.
93. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Objection/Exclusion Deadline shall be bound, to the extent allowed by law, by all terms of the Settlement Agreement and any Final Approval Order and Final Judgment entered by the Court, regardless of whether they have requested exclusion from the Class.
94. Settlement Class Members who submit a valid and timely Request for Exclusion cannot object to the Settlement. If a Settlement Class Member submits both a valid and timely Request for Exclusion and Objection, the Request for Exclusion shall control.
95. If a Settlement Class member submits both a valid Claim Form and a Request for Exclusion, the Claim Form shall take precedence and be considered valid and binding, and the Request for Exclusion shall be deemed submitted by mistake and rejected.

C. No Solicitation of Objections or Exclusions

96. The Parties and their counsel agree to use their best efforts to carry out this Agreement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage any Person or entity to submit Objections or Requests for Exclusion or to appeal from the Court’s Final Approval Order and Final Judgment.

VIII. FEE AWARD AND CLASS REPRESENTATIVE SERVICE AWARD

A. Fee Award

97. Class Counsel may submit a Fee Application for an award of attorneys’ fees and costs in an amount not to exceed four hundred thousand dollars (\$400,000.00). Class Counsel will file a Fee Application with the Court on or before thirty-five (35) days prior to the Final Approval Hearing in support of their Fee Application for Attorneys’ Fees and Expenses. Sara Lee reserves the right to review and respond to the Fee Application.

98. Any Fee Award ordered by the Court shall be the total obligation of Sara Lee to pay for Plaintiff's attorneys' fees, costs, and/or attorneys' expenses of any kind (including, but not limited to, travel, filing fees, court reporter and videographer expenses, expert fees and costs, notice of pendency costs and expenses, and document review and production costs) related to this Action.
99. Sara Lee shall pay any Fee Award ordered by the Court via wire transfer to Class Counsel not later than thirty (30) calendar days following the date on which the time to appeal the Order granting the Fee Application has expired. If an appeal is taken, Sara Lee shall pay any Fee Award not later than thirty (30) calendar days following the date on which the appeal has concluded and after, if so required, any subsequent proceedings in the Court.
100. Payment by Sara Lee of any Fee Award is separate from, and in addition to, the other relief afforded to the Settlement Class Members in this Agreement.
101. This Settlement is not contingent upon the Court awarding any particular amount in attorneys' fees and costs. The Agreement is valid and binding on the Parties regardless of whether the Court reduces or otherwise modifies Class Counsel's requested Fee Award.
102. Class Counsel, in their sole discretion, shall allocate and distribute the Fee Award.
103. Sara Lee shall pay its own attorneys' fees and costs incurred in this Action.
104. Any appeal that exclusively concerns the award of attorneys' fees, expenses, and/or service awards shall not delay the Effective Date of the Settlement.

B. Class Representative Service Award

105. In recognition of, *inter alia*, the time and effort the Class Representative expended in pursuing this Action and fulfilling her obligations and responsibilities as Class Representative, Class Counsel may petition the Court for a service award to the Class Representative in the amount of two thousand five-hundred dollars (\$2,500.00). The Class Representative will file an Application with the Court on or before thirty-five (35) days prior to the Final Approval Hearing in support of payment in the form of a Class Representative Service Award.
106. The Court's award of any Class Representative Service Award shall be separate from its determination of whether to approve the Settlement as set forth in this Agreement. In the event the Court approves the Settlement but declines to award a Class Representative Service Award in the amount requested by Class Counsel, the Settlement will nevertheless be binding on the Parties.
107. Sara Lee shall pay the Class Representative Service Award by wire transfer to the Settlement Administrator not later than thirty (30) calendar days after the Effective Date. The Settlement Administrator shall pay the Class Representative Service Award to Plaintiff within fourteen (14) calendar days of receiving the funds from Sara Lee. Plaintiff shall be solely and legally responsible to pay all applicable taxes on her Class Representative Service Award, and shall hold harmless Sara Lee and Class Counsel from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Award. Plaintiff shall also furnish to Sara Lee any necessary forms related to this Class Representative Service Award, including but not limited to a W-9 form.

108. Payment by Sara Lee of any Class Representative Service Award is separate from, and in addition to, the other relief afforded to the Settlement Class Members in this Agreement.

IX. PRELIMINARY APPROVAL

A. Motion for Preliminary Approval

109. As soon as reasonably practicable after this Settlement Agreement is fully executed, Plaintiff shall file an unopposed Motion for Preliminary Approval of Class Settlement that seeks entry of the Preliminary Approval Order, which, in accordance with the terms of this Agreement, for settlement purposes would:
- a. Preliminarily approve this Settlement Agreement;
 - b. Provisionally certify a Settlement Class composed of the Settlement Class Members pursuant to Sections 2-801 and 2-802 of the Code of Civil Procedure, 735 ILCS 5/2-801, 5/2-802;
 - c. Approve the Settlement Administrator;
 - d. Approve and authorize the contents of the Notice Plan and distribution of the Notice;
 - e. Appoint Class Counsel as counsel for the Settlement Class;
 - f. Approve and authorize the procedures for submitting Objections and Requests for Exclusion and the binding nature thereof;
 - g. Set deadlines for submitting papers in support of the Motion for Final Approval, the Fee Application, and any responses to timely and valid Objections;
 - h. Schedule the Final Approval Hearing to determine whether Final Approval of the Settlement Agreement is warranted; and
 - i. Stay all activity in the Action except to the extent necessary to effectuate this Agreement unless and until this Agreement is terminated pursuant to its terms and conditions.

B. Certification of Settlement Class for Settlement Purposes Only

110. The Parties agree, for settlement purposes only, that the Settlement Class shall be certified and proceed as a class action under Sections 2-801 through 2-807 of the Code of Civil Procedure, 735 ILCS 5/2-801–5/2-807, with a class consisting of all Settlement Class Members, and with Plaintiff as Class Representative, and with Class Counsel as counsel for the Settlement Class Members.

X. FINAL APPROVAL

A. Motion for Final Approval

111. Thirty-five (35) calendar days before the Final Approval Hearing, Class Counsel shall petition the Court for Final Approval Order and Final Judgment that would:
- a. Confirm the certification of the Settlement Class as defined above;
 - b. Dismiss this Action, with prejudice;
 - c. Release the Released Parties from the Released Claims of the Releasing Parties;

- d. Find that this Agreement is entered into in good faith, is reasonable, fair and adequate, and is in the best interest of the Settlement Class Members;
- e. Retain the Court's continuing and exclusive jurisdiction over the enforcement, interpretation, and applicability of the Settlement and power to enjoin all actions in any jurisdiction against the Released Parties as necessary to preserve the Court's jurisdiction; and
- f. Make such orders as are necessary and appropriate to effectuate the terms and conditions of this Settlement Agreement.

B. Final Approval Hearing

112. The Court shall conduct a Final Approval Hearing so that the Court may review any objections to this Agreement, consider the fairness, reasonableness and adequacy of this Agreement and consider Plaintiff's Motion for Final Approval and Fee Application. The date of the Final Approval Hearing shall be posted on the Settlement Website in advance of the hearing. If the date of the Final Approval Hearing is subsequently modified by the Court, no further notice is required to be published to Settlement Class Members, except that, the Settlement Website will reflect the modified hearing date and the Parties will notify any Settlement Class Member who has filed a timely Objection in writing of any change to the date of the Final Approval Hearing.

C. Dismissal of this Action

113. The Final Approval shall provide that this Action shall be dismissed, with prejudice, upon the Effective Date.

XI. RELEASES

A. General Release from Liability

114. Upon the Effective Date, each of the Plaintiff and each Settlement Class Member who has not validly and timely submitted a Request for Exclusion shall be deemed to release and forever discharge any and all Released Parties of and from liability of any kind or type whatsoever for any and all Released Claims, and shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim(s) against any Released Party in any court or forum. This Agreement shall be the sole and exclusive remedy available to the Releasing Parties for any and all Released Claims against the Released Parties. No Released Party shall be subject to liability or expense of any kind to any Releasing Party with respect to any Released Claim.
115. The Parties agree that they may hereafter discover facts in addition to or different from those they believe to be true with respect to the subject matter of this Agreement. The Parties agree that, notwithstanding the discovery of the existence of any such additional or different facts that, if known, would materially affect its decision to enter into this Agreement, the releases herein given shall be and remain in effect as a full, final and complete general release of the Released Claims and the Parties shall not be entitled to modify or set aside this Agreement, either in whole or in part, by reason thereof. The Parties hereby waive and relinquish, to the fullest extent permitted by law, the rights and

benefits of any statute which might otherwise render unenforceable a release contained in this Agreement.

116. With respect to all Released Claims, the Parties agree that they are expressly waiving and relinquishing to the fullest extent permitted by law (a) the provisions, rights and benefits conferred by Section 1542 of the California Civil Code, which provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY” and (b) any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code.

XII. TERMINATION AND EFFECT OF TERMINATION

117. Each Party shall have the right to terminate this Settlement Agreement if: (a) the Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to **Exhibit 3** hereto); (b) the Court denies final approval of this Settlement Agreement; or (c) the Final Approval Order and Final Judgment do not become final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein. If a Party elects to terminate this Settlement Agreement under this paragraph, that Party must provide written notice to the other Party’s counsel, by hand delivery, mail, or e-mail within fourteen (14) calendar days of the occurrence of the condition permitting termination.
118. If the Settlement is not approved, the Parties shall meet and confer in good faith, in an effort to effectuate the material terms of the Settlement and/or negotiate a different settlement, consistent with the Parties’ desire to resolve this Action. As part of this meet and confer process, the Parties shall contact Mediator Andersen, or another mediator as mutually agreed by the Parties.
119. Nothing shall prevent Plaintiff and/or Sara Lee from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of Final Approval of the Settlement. In the event such appellate proceedings result, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Action with prejudice, and otherwise meeting the substantive criteria of this Agreement for approval of the Settlement, such order shall be treated as a Final Approval Order.
120. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (a) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; and (b) all Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately preceding the execution of this Settlement Agreement and, except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed, except that the Parties shall not seek to recover from one another any attorneys’

fees, costs, and expenses incurred in connection with this Settlement, including any Settlement Notice and Administration costs already incurred by the Settlement Administrator.

XIII. NON-ADMISSION OF FAULT OR LIABILITY

121. This Agreement, whether or not consummated, and any communications exchanged or actions taken pursuant to or during the negotiation of this Agreement are for settlement purposes only. Neither the fact of nor the contents of this Agreement or its exhibits, nor any communications exchanged, nor actions taken, pursuant to or during the negotiation of this Agreement, shall constitute, be construed as, or be admissible in evidence as an admission of the validity of any claim asserted or fact alleged in this Action or of any wrongdoing, fault, violation of law or liability of any kind on the part of Sara Lee.

XIV. MISCELLANEOUS

A. Non-Admissibility

122. This Agreement and all negotiations, correspondence and communications leading up to its execution, shall be deemed to be within the protection of Illinois Rule of Evidence 408 and any analogous state or federal rules or principles. Neither this Agreement, nor any terms, conditions, contents or provisions hereof or exhibits hereto, nor any negotiations, correspondence or communications leading up to the execution of this Agreement, shall constitute a precedent or be admissible for any purpose in any proceeding; provided, however, that this Agreement shall be admissible in any proceeding related to the approval of this Agreement, to enforce any of its terms and conditions, to support or defend this Agreement in an appeal from an order granting or denying Final Approval, to enforce or assert a claim or defense of res judicata, collateral estoppel, claim preclusion, issue preclusion, settlement, release, merger and bar, or any similar claim or defense against the Plaintiff, any Settlement Class Member, or any third party, or in any proceeding involving Sara Lee.

B. Reservation of Rights

123. This Settlement Agreement is made without prejudice to the right of Sara Lee to take any position in its defense of the Action, should this Agreement not be approved or implemented.

C. Dispute Resolution

124. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class Member, or Sara Lee's Counsel, on behalf of Sara Lee, at any time believe that the other Party has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the alleged violation. The Parties shall meet and confer in good faith to resolve the dispute. If the Parties are unable to resolve their differences within twenty (20) calendar days, either Party shall first contact Mediator Andersen to try to resolve the

dispute. If that proves unsuccessful, the Party may file an appropriate motion for enforcement with the Court.

D. Non-Disparagement

125. Class Counsel and Class Representative agree not to disparage or otherwise take any action which could reasonably be expected to adversely affect the reputation of Sara Lee regarding this matter. Sara Lee and its attorneys agree not to disparage or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of Class Counsel and Class Representative regarding this matter.

E. Authority to Execute

126. The Parties warrant and represent that the Persons executing this Agreement are duly authorized to do so.

F. Signatures

127. This Agreement may be executed in one or more counterparts, by facsimile, PDF, electronic mail, or original signature, each of which shall be deemed an original against the Party whose signature is provided, and all of which shall be considered an original and together shall constitute one agreement binding on all Parties. The Parties agrees that a facsimile, PDF, or electronic signatures shall be deemed to be as valid and enforceable as original ink signatures. The Parties further agree that they may use DocuSign, an electronic signature technology, to expedite the execution of this Agreement.

G. Assignment of Claims

128. The Parties warrant and represent that no claim or any portion of any claim referenced or released in this Agreement has been sold, assigned, conveyed, or otherwise transferred to any other entity or Person.

H. Reading and Understanding

129. The Parties warrant and represent that they have carefully read this Agreement, have consulted their attorneys regarding this Agreement, and fully understand and voluntarily accept the terms and conditions of this Agreement.

I. Reliance on Own Judgment

130. The Parties warrant and represent that they have relied upon their own judgment and that of their legal counsel regarding the sufficient and agreed upon consideration for this Agreement and that no statement or representation by any of the other Parties or their agents, employees, officers, directors, or legal representatives influenced or induced them to execute this Agreement.

J. Governing Law

131. This Agreement shall be construed under and governed by the laws of the State of Illinois, applied without regard to choice of law principles that may otherwise be applicable.

K. Continuing Jurisdiction of the Court

132. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the resolution embodied in this Agreement and all orders and judgments entered in connection therewith. In granting Final Approval, the Court shall enjoin all actions in any jurisdiction against the Released Parties as is necessary to preserve the Court's jurisdiction.

L. Entire Agreement

133. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject of this Agreement and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of this Agreement.

M. Joint Preparation

134. This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any of the Parties.

N. Recitals

135. The Recitals are a material part of this Agreement and are incorporated herein in their entirety.

O. Captions

136. The captions used in this Agreement are for convenience and identification purposes only, and are not part of this Agreement.

P. Amendment or Modification

137. This Agreement may not be changed, modified, or amended except in writing signed by all Parties (or their successors-in-interest) and approved by the Court. Notwithstanding the foregoing, however, the claims process set forth above may be modified by mutual agreement of the Parties without Court approval and the Parties may agree to reasonable extensions of time in which to accomplish the tasks required by the terms and conditions of this Agreement.

Q. Cooperation

138. The Parties and their counsel agree to cooperate fully with one another and to use their best efforts to effectuate the Settlement, including without limitation in seeking preliminary and final Court approval of the Settlement embodied herein, carrying out the terms of this Settlement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain Final Approval by the Court of the Settlement.

R. No Waiver

139. The waiver of any term or condition or breach of this Agreement shall not be deemed to be a waiver of any other term or condition or breach of this Agreement and shall not be deemed to be a continuing waiver.

S. Parties' Waiver of Right to be Excluded and Object

140. The Parties agree that by signing this Agreement they are bound to these terms. The Parties agree to not object to or appeal from this Agreement or the exhibits attached hereto. Plaintiff further agrees not to request to be excluded from the Class.

T. Binding Upon Successors

141. This Agreement shall be binding upon and inure to the benefit of the Parties hereof and their representatives, heirs, successors, and assigns

U. Severability

142. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, this Agreement shall be rendered null and void and the parties returned to their pre-Settlement positions unless the Parties and their counsel mutually elect by written stipulation to be filed with the Court to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.

V. Mutual Interpretation

143. The Parties agree and stipulate that this Agreement was negotiated at arms' length between parties of equal bargaining power. This Agreement has been drafted jointly by Class Counsel and Sara Lee's Counsel. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties.

APPROVED AND AGREED TO BY THE PLAINTIFF

DocuSigned by:
By Bobbie Grayer
CE299226F19B442...
Bobbie Grayer

Date: 4/19/2022

APPROVED AND AGREED TO BY SARA LEE FROZEN BAKERY, LLC.

By: [Signature]
Title: CFO

Date: 4.26.22

APPROVED AS TO FORM BY CLASS COUNSEL

By: _____
Ann E. Callis
Holland Law Firm, LLC

Date: _____

By: _____
Craig Cherry
Steckler Wayne Cherry & Love PLLC

Date: _____

APPROVED AS TO FORM BY COUNSEL FOR SARA LEE FROZEN BAKERY, LLC

By: _____
David T. Biderman
Perkins Coie LLP

Date: _____

APPROVED AND AGREED TO BY THE PLAINTIFF

By: _____

Date: _____

Bobbie Grayer

APPROVED AND AGREED TO BY SARA LEE FROZEN BAKERY, LLC.

By: _____

Date: _____

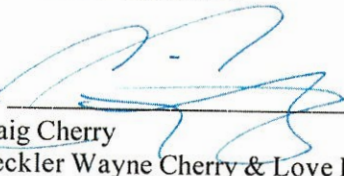
Title: _____

APPROVED AS TO FORM BY CLASS COUNSEL

By:  _____

Ann E. Callis
Holland Law Firm, LLC


Date: 4/19/2022

By:  _____

Craig Cherry
Steckler Wayne Cherry & Love PLLC

Date: 4/18/2022

APPROVED AS TO FORM BY COUNSEL FOR SARA LEE FROZEN BAKERY, LLC

By:  _____

David T. Biderman
Perkins Coie LLP

Date: 4/19/2022

Exhibit 1

**IMPORTANT LEGAL
MATERIALS****Claim Form*****Bobbie Grayer v. Sara Lee Frozen Bakery, LLC, No. 2022LA000002 (Ill. Cir. Ct. - Madison Cty.)*****Claim Form Instructions**

To make a claim under the Settlement, you must complete this form and submit it online, via electronic mail, or mail it to the address at the bottom of this form. Your Claim Form must be received by the Settlement Administrator by 11:59 p.m., Central Time, on [REDACTED]. The information will not be disclosed to anyone other than the Court, the Settlement Administrator, and the Parties in this case, and will be used only for purposes of administering this Settlement (such as to audit and review a claim for completeness, truth, and accuracy).

You can submit a Claim for a Settlement Benefit payment under this Settlement if you purchased any Sara Lee Frozen Bakery, LLC branded Products in the United States, except for purposes of resale, between April 27, 2017 and [REDACTED], which contain the term "All Butter Pound Cake" on the labeling, including those Products listed in the Complaint.

Settlement Class Members who seek payment from the Settlement must complete and return this Claim Form. Completed Claim Forms must be mailed to the Settlement Administrator at Kroll Business Services, [REDACTED] or can be submitted via the Settlement Website, [www.\[REDACTED\].com](http://www.[REDACTED].com). **Claim Forms must be POSTMARKED or SUBMITTED ONLINE NO LATER THAN [REDACTED], 2022 at 11:59 p.m., Central Time.**

Before you complete and submit this Claim Form by mail or online, you should read and be familiar with the Long Form Notice ("the Notice") available at [www.\[REDACTED\].com](http://www.[REDACTED].com). Defined terms (with initial capitals) used in these General Instructions have the same meaning as set forth in the Settlement Agreement. By submitting this Claim Form, you acknowledge that you have read and understand the Notice, and you agree to the Release(s) included as a material term of the Settlement Agreement.

If you fail to timely submit a Claim Form, you may be precluded from any recovery from the Settlement fund. If you are a member of the Settlement Class and you do not timely and validly seek to Opt-Out from the Settlement Class, you will be bound by any judgment entered by the Court approving the Settlement regardless of whether you submit a Claim Form. You can submit one Claim Form per Household (*i.e.*, the same mailing address, same payment account, or other evidence of sharing a residence). To receive the most current information and regular updates, please submit your Claim Form on the Settlement Website at [www.\[REDACTED\].com](http://www.[REDACTED].com).

NOTE: If you wish to receive payment electronically, you must complete the Claim Form online at [www.\[REDACTED\].com](http://www.[REDACTED].com)

SECTION 1: CLAIMANT INFORMATION

First Name _____ M.I. _____ Last Name _____

Street Address _____

City _____ State _____ Zip Code _____

_____ @ _____
Email Address

(_____) _____ - _____
Phone Number

**IMPORTANT LEGAL
MATERIALS**

SECTION 2: CLAIM AND POTENTIAL CASH BENEFIT

☐

Option A: I purchased, but I *do not* have Proof of Purchase.

For Settlement Class Members who purchased Sara Lee Frozen Bakery, LLC All Butter Pound Cake Products during the Class Period and do not have a valid Proof of Purchase, please complete the following information. You will receive up to \$1.00 per Product, up to a ***maximum*** of 5 units or \$5.00 maximum per Household. You may receive a ***minimum*** payment of \$3.00 per Household for a claim of one (1) to three (3) units. But, your payment amount could be less than \$5.00 depending on a number of factors including how many valid Claims are actually submitted.

1. How many Products did you purchase?

2. Approximate month(s) and year(s) of purchases:

3. Please identify the store(s) where you purchased the product(s):

☐

Option B: I purchased, and I *do* have Proof of Purchase.

For Settlement Class Members who purchased the Sara Lee Frozen Bakery, LLC All Butter Pound Cake Products during the Class Period and have a valid Proof of Purchase, you may receive up to a maximum of \$1.00 per Product, up to a ***maximum*** of 20 Products or \$20.00 maximum per Household. You may receive a ***minimum*** payment of \$3.00 per Household for a claim of one (1) to three (3) units. However, your payment amount may be less than \$20.00 depending on a number of factors including how many valid Claims are actually submitted.

**IMPORTANT LEGAL
MATERIALS**

1. Please attach Proof(s) of Purchase.

SECTION 3: MARK THE BOX STATING YOUR PREFERRED METHOD OF PAYMENT

SECTION 4: SIGN AND DATE THE AFFIRMATION BELOW

I hereby certify under penalty of perjury that:

1. I have read the Settlement Agreement and agree to its terms, including the Release(s);
2. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information, and belief;
3. The additional documentation information provided to the Settlement Administrator to support my Claim is original or else a complete and true copy of the original(s);
4. I am a member of the Settlement Class and did not request to Opt-Out from the Settlement Class;
5. I have not already entered into a Settlement for any of the Claims set forth in this Claim Form;
6. I am neither (a) a Person who purchased or acquired the Product for resale; (b) an employee, principal, legal representative, successor, or an assign of Defendants or their affiliated entities; (c) a government entity; nor (d) a judge to whom this Action is assigned, or any member of the judge's immediate family, counsel to the Parties; Mediator Andersen or employees of any of the foregoing;
7. I have not submitted any other Claim for the same purchases and have not authorized any other Person or entity to do so, and know of no other Person or entity having done so on my behalf;
8. No other Person in my Household has submitted a Claim under this Settlement;
9. I will timely provide any additional information requested by the Settlement Administrator to validate my Claim;
10. I understand that by submitting this Claim Form, the effect is the same as if I have given a complete Release of all settled Claims; and
11. I understand that Claims will be audited for veracity, accuracy, and fraud. Claims Forms that are not valid and/or illegible can be rejected.

Signature: _____

Dated: ____ / ____ / ____

Exhibit 2

Attention All United States purchasers of Sara Lee All Butter Pound Cake Between April 27, 2017 and [REDACTED]

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

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

- The notice concerns a case called *Grayer v. Sara Lee Frozen Bakery, LLC*, Case No. 2022LA000002 filed in the Third Judicial Circuit of Madison County, Illinois.
- This class action Settlement will resolve a lawsuit against Sara Lee Frozen Bakery, LLC (“Defendant”). The lawsuit affects all Persons who meet all the following criteria:
 - Purchased Sara Lee Products that contain the labeling “All Butter Pound Cake”;
 - Purchased between April 27, 2017 and [REDACTED];
 - Purchased in the United States; and
 - Purchased for personal use and not resale.
- The lawsuit contends that the Sara Lee Products were inappropriately marketed as being “All Butter Pound Cake.” The lawsuit seeks a court order to preclude such marketing and to provide a payment to customers for a portion of the purchase price.
- Defendant denies any wrongdoing. Defendant contends that the Products have always been truthfully marketed and labeled, and always properly disclosed the ingredients.
- To settle the case, Defendant has agreed not to use the phrase “All Butter Pound Cake” on its Products but instead use “Butter Pound Cake.” In addition, Defendant will provide a Settlement Benefit of \$1.00 per Product purchased, up to 5 Products or \$5.00 per Household, to Claimants who file a valid Claim Form and do not have proof of purchase. Claimants who do have Proof(s) of Purchase may file a Claim Form and receive a Settlement Benefit of \$1.00 per Product up to 20 Products or \$20.00 per Household. For avoidance of doubt, a Settlement Class Member may file a single Claim Form and only one valid Claim per Household is eligible for a Settlement Benefit. “Household” is defined as indicia that Settlement Class Members reside in the same residence (i.e., they share the same mailing address, same payment account, or other evidence of sharing a residence). The minimum payment for any valid Claim Form shall be \$3.00 per Household, regardless of whether proof of purchase is filed along with the Claim Form.
- The total combined Settlement Benefits for all Settlement Class Members is limited to \$1,000,000.00. If the total amount of valid claims exceeds \$1,000,000.00 then the distribution to Settlement Class Members will be reduced on a pro rata basis.
- The lawyers who brought the lawsuit will ask the Court for up to \$400,000.00 to be paid by Defendants as Attorneys’ Fees and Expenses for investigating the facts, litigating the case, and negotiating the Settlement. They will also ask for \$2,500.00 for the Plaintiff who brought this lawsuit. That payment is called the “Class Representative Service Award.”
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.\[REDACTED\].com](http://www.[REDACTED].com), or contact the Settlement Administrator at Kroll Business Services, [REDACTED].

Questions? Visit [www.\[REDACTED\].com](http://www.[REDACTED].com) or call X-XXX-XXXX

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

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
Submit a Claim Form	The only way to receive payment under the Settlement for your purchases.	[]
Opt-Out	Get out of the lawsuit and the Settlement. This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against the Defendant. You will receive no payment from this Settlement. (If you want to opt-out of the Settlement, you must submit a written Request for Exclusion that includes the requirements under the Settlement Agreement and must do so by the Opt-Out/Exclusion Deadline.)	[]
File Objection	Write to the Court about any aspect of the Settlement you don't like or you don't think is fair, adequate, or reasonable. Any objection must also be served on the Parties.	[]
Go to a Hearing	Speak in Court about the Settlement. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above and complete other requirements under the Settlement Agreement.)	[Final Approval Hearing]
Do Nothing	You will receive the benefit of marketing changes but no payment and have no right to sue Defendant later for the claims released by the Settlement.	

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Settlement Benefit payments will be made to Settlement Class Members only if the Court approves the Settlement. If there are appeals, payments will not be made until the appeals are resolved and the Settlement becomes effective. Please be patient.
- **Fairness Hearing**
On [REDACTED], at [REDACTED] .m., the Court will hold a hearing to determine: (1) whether the proposed Settlement should be approved as fair, reasonable, and adequate and should receive final approval; (2) the Released Claims of the Settlement Class against the Released Parties should be dismissed with prejudice; (3) whether Class Counsel's Fee Application for a Fee Award should be granted; and (4) whether the application for the Class Representative Service Award payment should be granted. The hearing will be held in the Third Judicial Circuit of Madison County, Illinois, ADDRESS. The hearing will be held in the courtroom of the Honorable [REDACTED], which is located in Courtroom [REDACTED]. This hearing date may change without further notice to you. Consult the Settlement Website at www.[REDACTED].com, or the Court

Questions? Visit www.[REDACTED].com or call X-XXX-XXXX

docket in this case available through the Court's website (www. [REDACTED].com), for updated information on the hearing date and time.

Important Dates

Month Day Year	Claims Deadline
Month Day Year	Objection Deadline
Month Day Year	Opt-Out Deadline
Month Day Year and Time	Fairness Hearing

Table of Contents

1. How Do I Know If I Am Affected By The Settlement?.....	4
2. What Is The Lawsuit About?	5
3. Why Is There A Lawsuit?.....	5
4. Why Is This Case Being Settled?.....	5
5. What Can I Get In The Settlement?.....	5
6. How Do I Make A Claim?.....	7
7. When Do I Get My Benefits?.....	6
8. What Do Plaintiffs And Their Lawyers Get?	6
9. What Happens If I Do Not Exclude Myself?.....	7
10. How Do I Opt-Out From The Settlement?.....	7
11. How Do I Object To The Settlement?	8
12. When Will The Court Decide If The Settlement Is Approved?.....	10
13. How Do I Get More Information?.....	10

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

This case involves Products purchased in the United States between April 27, 2017 and **DATE**.

For purposes of Settlement only, the Court has conditionally certified a Settlement Class that is defined as all Persons who purchased Sara Lee branded Products that contain the term “All Butter Pound Cake” on the labels, in the United States, not for resale, between April 27, 2017 and **DATE**.

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

2. What Is The Lawsuit About?

A lawsuit was brought by Plaintiff against Defendant for the marketing and labeling of its Products as “All Butter Pound Cake.” Defendant denies that there is any factual or legal basis for Plaintiff’s allegations. Plaintiff contends that Defendant’s marketing and labeling of the Products are misleading. Defendant contends that its Product Labeling is accurate, denies making any misrepresentations and, therefore, denies any liability. Defendant also denies that Plaintiff or any other members of the Settlement Class have suffered any injury or are entitled to monetary or other relief. Defendant also denies that this case can be certified as a class action, except for purposes of Settlement. The Court has not determined whether Plaintiff or Defendant is correct.

3. Why Is There A Lawsuit?

While Defendant denies that there is any legal entitlement to a refund or any other monetary relief, Plaintiff contends that the Defendant caused people to purchase the Products who would not otherwise have done so and/or caused people to pay more for the Products as a result of the advertising or labeling. The lawsuit seeks to recover, on behalf of a class of all Purchasers (except those who are otherwise excluded under the Settlement Agreement and those who purchased for resale purposes), money damages and injunctive relief as a result of the alleged misrepresentations.

4. Why Is This Case Being Settled?

Plaintiff filed their original lawsuit on April 27, 2021, and this lawsuit on January 4, 2022. Plaintiff’s counsel have investigated the manufacture, marketing, and labeling of the Products. Defendant’s have produced relevant and critical information as a result of the lawsuits being filed, including financial and sales information pertaining to the Products. The parties participated in a mediation session with the Honorable Wayne A. Andersen, retired United States District Judge for the Northern District of Illinois.

Based on investigation, counsel for both Plaintiff and Defendant have determined that there is significant risk, delay, and expense involved in continuing the litigation. In particular, there may be substantial difficulties establishing: (1) Defendant’s packaging and/or labeling of the Products were false or likely to deceive or confuse reasonable Persons; (2) the Products’ “All Butter Pound Cake” representation was material to reasonable consumers; (3) that any price premium can be attributed to the representation; and/or (4) that damages or restitution should be awarded or, if so, that any such award should be more than nominal. In particular, it may be difficult to establish that the volume of sales, or the

pricing of Products, would have differed had the marketing and labeling been different.

Through the efforts of Judge Wayne Andersen (Ret.), the Parties have engaged in mediation and several rounds of settlement discussions over the course of several months and, after considering the risks and costs of further litigation, have concluded that it is desirable that the claims be settled and dismissed on the terms of the Settlement Agreement. Plaintiff and their counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Settlement Class Members.

5. What Can I Get In The Settlement?

Settlement Class Members may file a Claim Form for Settlement Benefit for Products purchased between April 27, 2017, and **DATE**, regardless of the price paid, subject to further adjustments or reductions:

- (a) Without Proof of Purchase. Settlement Class Members who do not have valid Proof(s) of Purchase may submit a Claim Form and recover up to of \$1.00 per Product up to five Products or \$5.00 per Household.
- (b) With Proof of Purchase. Settlement Class Members who have valid Proof(s) of Purchase may submit a Claim Form and recover \$1.00 per Product up to twenty Products or \$20.00 per Household.
- (c) The minimum payment for any valid claim shall be \$3.00 per Household.
- (d) Settlement Class Members residing in the same Household (i.e., the same mailing address, same payment account, or other evidence of sharing a residence) who each submit a Claim Form shall only be entitled to a collective maximum payment of five dollars (\$5.00) or twenty dollars (\$20.00) per Household, depending on whether valid Proof(s) of Purchase is submitted. If one or more Settlement Class Members from the same Household submit Claim Forms, the Settlement Administrator shall only pay the recovery entitled to the first submitted valid and timely Claim in the Household.
- (e) The Settlement Administrator may make further adjustments to the Settlement Benefit payments depending upon the specific number of valid Claim Forms and information provided during the Claim process.
- (f) The Settlement also provides for a permanent injunction that prevents Defendant from using the label claim “All Butter Pound Cake.” Defendant will instead use “Butter Pound Cake.”

“Proof of Purchase” means a receipt, copies of receipts, paid invoices, or other similar types of documentation evidencing the purchase of Products from either Sara Lee, distributor, or authorized retailer by the Settlement Class Member during the Class Period. The legitimacy of the form of proof of purpose submitted shall be determined by the Settlement Administrator in consultation with both Parties.

Claims will be paid only if deemed valid and only after the Court approves the Settlement.

6. How Do I Make A Claim?

To make a Claim, you must complete, certify, and send a Claim Form, which is available on the Settlement Website, www.██████████.com. You can submit the Claim Form online, via electronic mail, or you can print it and mail it to the Settlement Administrator at: Kroll Business Services, ██████████. Claim Forms must be submitted online or postmarked by the Claim Deadline. Settlement Benefit payments will be issued only if the Court gives final approval to the proposed Settlement and after the final approval is no longer subject to appeal. Please be patient as this may take months or even years in the event that there is an appeal.

7. When Do I Get My Benefits?

Filing a Claim Form does not provide a guaranteed benefit. A Final Approval Hearing is scheduled for ██████████, 2022. If the Court approves the Settlement and there are no appeals, the Settlement Benefit payments will be distributed approximately 44 days after the Settlement is no longer subject to appeal or review, unless otherwise ordered by the Court. If the Court does not approve the Settlement, or if the Settlement is overturned on appeal, no Settlement Benefit payments will be issued.

8. What Do Plaintiffs And Their Lawyers Get?

To date, Class Counsel has not been compensated for any of their work on this case. Class Counsel will present evidence to the Court as to the efforts to achieve this settlement on behalf of the Class. As part of the Settlement, Class Counsel may apply to the Court to award them up to \$400,000 from Defendants to pay their fees and expenses. Any award to Class Counsel does not affect the funds available to pay Claims.

In addition, the named Class Representative in this case may apply to the Court for a Class Representative Service Award up to \$2,500. This payment is designed to compensate the named Class Representative for the time, effort, and risks undertaken in pursuing this litigation.

Class Representative and Class Counsel will file an Application with the Court on or before 35 days prior to the Final Approval Hearing in support of their Fee Application for Attorneys' Fees and Expenses and payments as Class Representative Service Awards. A copy of that Application will be available on the Settlement Website. The Court will determine the amount of Attorneys' Fees and Expenses as well as the amount of Class Representative Service Award.

9. What Happens If I Do Not Opt-Out From The Settlement?

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

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

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

- a) Upon the Effective Date, each of the Plaintiff and each Settlement Class Member who has not validly and timely submitted a Request for Exclusive shall be deemed to release and forever discharge any and all Released Parties of and from liability of any kind or type whatsoever for any and all Released Claims, and shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim(s) against any Released Party in any court or forum.
- b) The Parties agree that they may hereafter discover facts in addition to or different from those they believe to be true with respect to the subject matter of this Agreement. The Parties agree that, notwithstanding the discovery of the existence of any such additional or different facts that, if known, would materially affect its decision to enter into this Agreement, the releases herein given shall be and remain in effect as a full, final and complete general release of the Released Claims and the Parties shall not be entitled to modify or set aside this Agreement, either in whole or in part, by reason thereof. The Parties hereby waive and relinquish, to the fullest extent permitted by law, the rights and benefits of any statute which might otherwise render unenforceable a release contained in this Agreement.
- c) With respect to all Released Claims, the Parties agree that they are expressly waiving and relinquishing to the fullest extent permitted by law (a) the provisions, rights, and benefits conferred by Section 1542 of the California Code, which provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY” and (b) any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code.

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

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

To Opt-Out, you must submit a Request for Exclusion either electronically via the Settlement Website or by hard copy via U.S. Mail to the Settlement Administrator at Kroll Business Services, [REDACTED]. The Request for Exclusion must state a clear intention to be “excluded” or to “opt-out” of the Settlement, and must contain your name, current address, and telephone and must be signed and dated by you. The Request for Exclusion must be submitted online or postmarked by the Objection/Exclusion Deadline set forth above.

11. How Do I Object To The Settlement?

You can ask the Court to deny approval of the Settlement by timely filing an Objection with the Court. You can’t ask the Court to order a larger Settlement; the Court can only approve or disallow the

Settlement. If the Court denies approval to the entire Settlement, no Settlement Benefit payments will be sent out, and the lawsuit will continue.

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

You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

Any Objection must contain a caption or title that identifies it as “Objection to Class Settlement in *Grayer v. Sara Lee Frozen Bakery, LLC*, Case No. 2022LA000002” and shall also contain: (a) information sufficient to identify and contact the objecting Settlement Class Member, including the name, address, telephone number, and, if available, the email address, and if represented by counsel, the foregoing information for his or her counsel; (b) whether the Settlement Class Member, or his or her counsel, intends to appear at the Final Approval Hearing; (c) a clear and concise statement of the Settlement Class Member’s Objection, including all bases and legal grounds for the Objection; (d) documents sufficient to establish the person’s standing as a Settlement Class Member, i.e., Proof of Purchase or verification under penalty of perjury as to the person’s purchase of Products during the Class Period; (e) an attestation that the Settlement Class Member did not purchase the Product in anticipation of objecting to the Settlement prior to the purchase of the Product; (f) a list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions in any state or federal court in the United States in the previous five (5) years (or affirmatively stating that no such prior objection has been made); and (g) the Settlement Class Member’s signature, in addition to the signature of his or her attorney, if any. Failure to include this information and documentation may be grounds for overruling and rejecting your Objection. All information listed herein must be filed with the Clerk of the Court, delivered by mail, express mail, or personal delivery such that the Objection is filed with the Clerk, served on the Parties, and sent to the Settlement Administrator on or before the Objection/Exclusion Deadline. By filing an Objection, you consent to the jurisdiction of the Court, including to any order of the Court, including to any order of the Court to produce documents or provide testimony prior to the Final Approval Hearing. Settlement Class Members who submit a timely and valid Objection shall consent to deposition by either or both of the Parties prior to the Final Approval Hearing.

If you file an Objection to the Settlement but still want to submit a Claim in the event the Court approves the Settlement, you must still timely submit a Claim Form according to the instructions described above.

You **must** also send a copy of your Objection to the Settlement Administrator, Class Counsel, and Defendants’ counsel:

Counsel for Class:

Craig D. Cherry
Bruce Steckler
Steckler Wayne Cherry & Love, PLLC
8416 Old McGregor Rd.
Waco, Texas 76712
craig@swclaw.com
bruce@stecklerlaw.com

Counsel for Defendant:

David T. Biderman
Carrie Akinaka
Perkins Coie LLP
1888 Century Park East, Suite 1700
Los Angeles, California 90067
dbiderman@perkinscoie.com
cakinaka@perkinscoie.com

Dennis C. Hopkins
Perkins Coie LLP
1155 6th Ave 22nd Floor
New York, NY 10036
dhopkins@perkinscoie.com

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

The Court will hold a hearing on [hearing date] to consider whether to approve the Settlement. The hearing will be held in the Third Judicial Circuit Court Madison County, Illinois, ADDRESS. The hearing will be held in the courtroom of the Honorable [REDACTED], which is located in Courtroom [REDACTED]. The hearing is open to the public. This hearing date may change without further notice to you. Consult the Settlement Website at [www.\[REDACTED\].com](http://www.[REDACTED].com) or the Court docket in this case available through the Court's website ([www.\[REDACTED\].com](http://www.[REDACTED].com)), for updated information on the hearing date and time.

13. How Do I Get More Information?

You can inspect many of the court documents connected with this case on the Settlement Website at [www.\[REDACTED\].com](http://www.[REDACTED].com). Other papers filed in this lawsuit are available by accessing the Court docket in this case available through the Court's website ([www.\[REDACTED\].com](http://www.[REDACTED].com)).

You can contact the Settlement Administrator at [REDACTED].

You can also obtain additional information by contacting Class Counsel:

Craig D. Cherry (*Pro Hac Vice motion to be filed*)
Bruce Steckler
Steckler Wayne Cherry & Love, PLLC
8416 Old McGregor Rd.
Waco, Texas 76712

Exhibit 3

**IN THE CIRCUIT COURT
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS**

**BOBBIE GRAYER, Individually and on behalf
of others similarly situated,**

Plaintiff,

v.

SARA LEE FROZEN BAKERY, LLC,

Defendant.

No. 2022LA000002

**[PROPOSED] ORDER GRANTING PLAINTIFF’S UNCONTESTED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff Bobbie Grayer (“Plaintiff” or “Class Representative”) has moved the Court for preliminary approval of a proposed class action settlement with Sara Lee Frozen Bakery, LLC (“Sara Lee” or “Defendant”), the terms and conditions of which are set forth in the Settlement Agreement filed with the Court on [REDACTED], 2022 (“Settlement Agreement”).

This case concerns the labeling, advertising, and selling of Sara Lee Products bearing the label “All Butter Pound Cake” (the Product”). Plaintiff contends the Products are mislabeled.

Plaintiff contends that, by labeling the Products as “All Butter Pound Cake.” Defendant caused consumers to purchase the Products instead of competing products, to pay a premium for the Products, or to pay more for the Products than they otherwise would have, had the Products not been labeled “All Butter Pound Cake.” Plaintiff seeks to recover monetary and injunctive relief, on behalf of a class of all Persons who purchased, for personal use and not for the purposes of resale, the Products between April 27, 2017, and the Effective Date of this Order.

Defendant denies that there is any factual or legal basis for Plaintiff's allegations. Defendant contends that the labeling of the Products was truthful and non-misleading, and that consumers did not pay a "premium" for the Products as the result of any misrepresentations. Defendant, therefore, denies any liability. Defendant also denies that Plaintiff or any other members of the Settlement Class have suffered injury or are entitled to monetary or other relief. Defendant finally denies that this case should be certified as a class action, except for purposes of settlement. In that regard, Defendant specifically denies that there are questions of fact or law common to the class, that the Class Representative is typical of consumers in the United States, and that a settlement class is an appropriate method for fairly and efficiently adjudicating the controversy; however, in the interest of settling, Defendant does not oppose Plaintiff's request to certify the Settlement Class.

On April 27, 2021, Plaintiff commenced a proposed class action in the Illinois Circuit Court of Cook County, County Department, Chancery Division (Case No. 2021CH02035) (the "Cook County Action") in connection with Sara Lee's labeling and marketing of its All Butter Pound Cake. On April 28, 2021, Plaintiff filed a motion for class certification. On October 14, 2021, the Parties participated in a day-long mediation session with Hon. Wayne Andersen (Ret.). The Parties were unable to reach an agreement but participated in extensive arm's length settlement negotiations (through Mediator Andersen) in the following weeks. On December 13, 2021, the Parties reached an agreement on the material terms of the Settlement under the auspices of Mediator Andersen and entered into a Memorandum of Understanding. On November 22, 2021, Plaintiff moved to voluntarily dismiss the Cook County Action, which the Court granted on November 23, 2021. On January 4, 2022, Plaintiff filed the above-titled Action in this Court. In

the following weeks, the Parties finalized and executed the Settlement Agreement of which the Parties hereby seek preliminary approval.

The Class Representatives have moved the Court for preliminary approval of a proposed class action settlement with Defendant, the terms and conditions of which are set forth in the Settlement Agreement filed with the Court on [REDACTED], 2022. As noted, the Settlement was negotiated with the assistance of Hon. Wayne Andersen (Ret).

The terms of the Settlement are summarized in the proposed Long Form Notice and Summary Notice to Settlement Class Members, which are attached as Exhibits 2 and 4 to the Settlement Agreement. In brief, Defendant has agreed to implement marketing reforms to ensure they will accurately market, advertise, and label Sara Lee Frozen Bakery Products.

In addition, members of the Settlement Class may submit a Claim Form for Settlement Benefit payments as outlined in Exhibit 1 to the Settlement Agreement:

- Without Proof of Purchase. Settlement Class Members who do not have Proof of Purchase may recover up to one dollar and zero cents (\$1.00) per Product purchased during the Class Period, up to five purchases, for a maximum potential recovery of five dollars and zero cents (\$5.00) and a minimum benefit of three dollars and zero cents (\$3.00).
- With Proof of Purchase. Settlement Class Members who provide a valid Proof of Purchase may recover up to one dollar and zero cents (\$1.00) per Product purchased during the Class Period, up to twenty purchases, for a maximum potential recovery of twenty dollars and zero cents (\$20.00) and a minimum benefit of three dollars and zero cents (\$3.00).

Settlement Class Members residing in the same Household (i.e., the same mailing address,

same payment account, or other evidence of sharing a residence) who each submit a Claim Form shall only be entitled to a collective maximum payment of five dollars and zero cents (\$5.00) or twenty dollars and zero cents (\$20.00) per Household, depending on whether valid Proof of Purchase is submitted. If one or more Settlement Class Members from the same Household submit Claim Forms, the Settlement Administrator shall only pay the recovery entitled to from the first submitted valid and timely Claim in the Household.

If the total amount of all valid Claims exceeds the Settlement Amount of one-million-dollars and zero cents (\$1,000,000.00), then the Settlement Benefit payments payable to each Claimant shall be proportionately reduced, such that Defendant's maximum liability for valid Claims will not exceed the Settlement Amount in the aggregate.

As part of the Settlement, Plaintiff's attorneys may apply to this Court to award them up to four-hundred-thousand-dollars and zero cents (\$400,000.00) from Defendant to pay their attorneys' fees, costs (including court costs), expenses, and disbursements incurred by them and their experts, staff, and consultants in connection with this action. Plaintiff's attorneys may also apply to this Court for payment from Defendant to the Class Representative for up to two-thousand-five-hundred dollars and zero cents (\$2,500.00) for the Class Representative. Such amounts must be approved by the Court, and the Court will defer any ruling on the appropriateness of such awards until the Final Approval Hearing.

Having considered all matters submitted to it at the hearing on the motion and otherwise, including the complete record of this action, and good cause appearing therefore, the Court grants preliminary approval and hereby finds and concludes as follows:

1. The capitalized terms used in this Order shall have the same meaning as defined in the Settlement Agreement except as otherwise expressly provided.

2. The Court preliminarily approves the Settlement Agreement as within the range of possible final approval and as meriting submission to the Settlement Class for its consideration. The parties' Agreement was reached as a result of extensive arm's length negotiations between the parties and their counsel and involved a well-respected and experienced mediator. Through independent research conducted by Plaintiff and Plaintiff's counsel relating to this settlement, Plaintiff and Plaintiff's counsel had sufficient information to evaluate the strengths and weaknesses of the case and to conduct informed settlement discussions.

3. For purposes of the settlement only, the Court provisionally certifies the Settlement Class, which consists of all Persons who, between April 27, 2017 and the present day, purchased any Product in the United States, such purchases not made for purposes of resale or commercial use. Specifically excluded from the Settlement Class are: (a) the Court, counsel to the Parties, Mediator Andersen, and their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; (b) any governmental entity; (c) Sara Lee, any entity in which Sara Lee has a controlling interest, any of Sara Lee's subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any member of their immediate family; and (d) all Persons who timely and properly exclude themselves from the Settlement Class.

4. The Court preliminarily finds and concludes, solely for purposes of considering this Settlement, that the requirements of 735 ILCS 5/Sec. 2-801, et. seq. are conditionally satisfied for certification of the Settlement Class to pursue claims for unjust enrichment and under the consumer protection laws of the United States. Solely for the purpose of considering this Settlement, the Court finds Plaintiff has met the requirements of 735 ILCS 5/Sec. 2-801, et. seq. for the reasons set forth in Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement, as

well as for the reasons that follow.

- a. The Settlement Class Members are too numerous to be joined in a single action;
- b. There are questions of fact or law common to the class, and the common questions predominate over any questions affecting only individual members;
- c. The Class Representatives are typical of consumers around the country in that they were all exposed to identical Product labels, which are alleged to have been false and deceptive for identical reasons, and, thus, their claims for unjust enrichment and violations of consumer protection statutes are such that they will fairly and adequately protect the interests of the class; and
- d. A settlement class is an appropriate method for fairly and efficiently adjudicating the controversy and is superior to alternative means of resolving the claims and disputes at issue in this litigation.

5. The Court further notes that Plaintiff's live pleading sets forth causes of action for a nationwide class; that Defendant does not oppose Plaintiff's request to certify a nationwide Settlement Class for the purpose of this Settlement; and that, in the event final approval of the Settlement Agreement is denied, or a mandate is issued reversing an award of final approval, or the Settlement Agreement is otherwise terminated, the certification of the Settlement Class will be void; and that, in such event, Defendant does not waive, and instead expressly reserve, all rights to defend this Action and shall not be precluded from challenging class certification in further proceedings in the Action or in any other action.

6. The Court conditionally designates the law firms of Steckler Wayne Cherry & Love and [REDACTED] as Class Counsel and Bobbie Grayer as Class Representative for purposes of this Settlement. The Court preliminarily finds that the Class Representative and Class Counsel fairly and adequately represent and protect the interests of the absent Settlement Class Members. The Court designates, and approves, Kroll Business Services to serve as Settlement Administrator.

7. Because the Settlement Agreement is within the range of reasonableness and possible final approval, notice shall be provided to the Settlement Class as described in Section V of the Settlement Agreement.

- a. The Notice Plan consists of the Long Form Notice and the Summary Notice, in substantially the forms attached hereto as Exhibits 2 and 4 of the Settlement Agreement, developed by the Settlement Administrator to notify the Settlement Class of the Settlement and to command the Class Members' attention about their rights under the Settlement.
- b. At least fourteen (14) business days after entry of this Preliminary Approval Order, the Settlement Administrator will 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 Settlement Administrator and addresses and telephone numbers for Class Counsel; the Settlement Agreement; the signed Preliminary Approval Order and publicly filed motion papers and accompanying

papers; a downloadable and online version of the Claim Form. The Settlement Administrator shall add to the Settlement Website all other material filings by the parties or the Court regarding the Settlement, including Plaintiff's application for attorneys' fees, costs, expenses, and/or payment to the Class Representative, the motion for final approval, and any orders with respect to such applications and motions.

- c. The Settlement Administrator shall initiate the process of providing the online notices on websites as set forth in the Notice Plan, so that overall notice of the Settlement (including the Summary Notice) is reasonably calculated to apprise the Settlement Class Members of the Settlement.
- d. The Settlement Administrator shall issue the Summary Notice as further described in the Notice Plan.
- e. The Settlement Administrator also will receive and process Claim Forms. Defendants alone will pay the notice and administration costs associated with the Settlement.

8. Prior to the Final Approval Hearing, the following deadlines shall apply:

Notice Date Commencement	[14 days after Preliminary Approval Order]
Claim Form Deadline	[60 days after the Notice Date]
Opt-Out Deadline	[60 days after the Notice Date]
Objection Deadline	[60 days after the Notice Date]

9. A Final Approval Hearing shall be held before this Court at [] [].m. on [], 2022, in the Third Judicial Circuit, Madison County, Illinois, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate, and whether the Final Approval Order should be entered, and (b) whether Class Counsel's application for attorneys' fees, costs, and a payment to the Class Representative should be approved.

10. The Court approves, as to form and content, the Claim Form and Notices that are substantially similar to the forms attached as Exhibits 1, 2, and 4 to the Settlement Agreement. The Claim Form and all the Notices are written in plain English and are easy to comprehend. The Parties shall have discretion to jointly make non-material minor revisions to the Claim Form and Notices before publishing. Responsibility for settlement administration, including, but not limited to, notice and related procedures, shall be performed by the Settlement Administrator, subject to the oversight of the Parties and this Court as described in the Settlement Agreement.

11. The Court finds that the Parties' plan for providing notice to the Settlement Class is reasonably calculated to provide notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class, the terms of the Settlement Agreement, and the Final Approval hearing, and complies fully with the requirements of due process, 735 ILCS 5/Sec. 2-801, et. seq., and any other applicable law. The Parties and the Settlement Administrator shall comply with the notice plan as set forth in the Settlement Agreement.

12. Any member of the Settlement Class who desires to be excluded from the Settlement Class, and therefore not be bound by the terms of the Settlement Agreement, must submit a Request for Exclusion to the Settlement Administrator pursuant to the instructions set forth in the Long Form Notice. The Request for Exclusion must be submitted online by no later than [60 days after the Notice Date] or, if mailed to the Settlement Administrator, must be

postmarked on or before [60 days after the Notice Date]. No one shall be permitted to exercise any exclusion rights on behalf of any other Person, whether as an agent or representative of another or otherwise, except upon proof of a legal power of attorney, conservatorship, trusteeship, or other legal authorization and no one may exclude other Persons within the Settlement Class as a group, class, or in the aggregate.

13. No later than fourteen (14) days before the Final Approval Hearing, the Settlement Administrator shall prepare and deliver to the Parties a list of the names of the Persons who, pursuant to the Class Notice, described herein, have excluded themselves from the Settlement Class in a valid and timely manner. Plaintiff's counsel shall file that list with the Court. The Court retains jurisdiction to resolve any disputed exclusion requests.

14. Any member of the Settlement Class who elects to be excluded shall not receive any benefits of the Settlement, shall not be bound by the terms of the Settlement Agreement, and shall have no standing to object to the Settlement or intervene in the Action. If the Settlement is granted final approval, all Settlement Class Members who do not timely submit a valid request for exclusion will be bound by the Final Approval Order and final judgment and enjoined from bringing or prosecuting any action relating to the released claims, including claims related to the sell-through of existing stock, as defined in the Settlement Agreement.

15. Any Settlement Class Member who does not submit a valid and timely request for exclusion may submit an objection to the Settlement Agreement. The written objection must satisfy the requirement described in the Long Form Notice. An objection must be electronically filed or postmarked no later than [60 days after the Notice Date], and served on all Parties, or it will be rejected.

16. Any Settlement Class Member shall have the right to appear and be heard at the

Final Approval Hearing, either personally or through an attorney retained at the Settlement Class Member's own expense. However, if the Settlement Class Member wishes to object to the Settlement at the Final Approval Hearing (either personally or through counsel), the Settlement Class Member must submit a written objection as set forth in the prior paragraph of this Order. The Parties shall have the right to respond to any such objection no later than seven (7) days prior to the Final Approval Hearing.

17. Plaintiffs shall file their motion for final approval and class representative payment no later than thirty-five (35) days prior to the Final Approval Hearing and their motion for an award of attorneys' fees, costs, and expenses no later than thirty-five (35) days prior to the Final Approval Hearing and the reply in support of that motion and responses to any objections and requests to intervene no later than seven (7) days prior to the Final Approval Hearing. Those motions and all supporting documentation shall simultaneously be posted to the Settlement Website.

18. In the event that the proposed Settlement is not finally approved by the Court, finally approved but reversed on appeal, or in the event that the Settlement Agreement becomes null and void pursuant to its terms, this Preliminary Approval Order and all orders entered in connection herewith (including any order amending the petition) shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this Action or in any other case or controversy; in such event the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

19. This Order shall not be construed as an admission or concession by Defendant of

the truth of any allegations made by the Plaintiff or of liability or fault of any kind.

20. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class Members, be continued by Order of the Court.

IT IS SO ORDERED this __ day of _____ 2022.

The Honorable []

Exhibit 4

If you purchased Sara Lee All Butter Pound Cake, a class action Settlement may affect your rights.

A proposed class action Settlement has been reached concerning Sara Lee Frozen Bakery, LLC's marketing practices. The case is known as *Grayer v. Sara Lee Frozen Bakery, LLC*, Case No. 2022LA000002, filed in the Third Judicial Circuit of Madison County, Illinois.

What is this about?

The lawsuit alleges that the packaging on certain Sara Lee branded Products was false and deceptive in that the Products are described as "All Butter Pound Cake". As part of the Settlement, Defendant has agreed to make a change relating to this marketing practice and provide payments for customers. Defendant denies any wrongdoing.

Who is a Class Member?

You may be an eligible Settlement Class Member if you purchased Sara Lee Products in the United States, except for purposes of resale, between April 27, 2017 and [REDACTED], which contain the terms "All Butter Pound Cake" on the Labeling, including those listed in the Complaint.

What are the Settlement Benefits?

Settlement Class Members without a Proof of Purchase may elect a Settlement Benefit of \$1.00 per Product purchased, up to 5 Products or \$5.00 per Household. Settlement Class Members with Proof(s) of Purchase may receive up to \$1.00 per Product, up to 20 Products or \$20.00 per Household. The minimum payment, with or without Proof(s) of Purchase, will be \$3.00 per Household. However, Settlement Class Members could receive less than the amount claimed, depending on a number of factors including how many valid Claims are actually submitted. The total benefit for all class members is capped at \$1,000,000. If the number of valid claims filed exceeds \$1,000,000, the Settlement Class Members will receive a pro rata reduction in their Settlement Benefit.

Who has represented me in the case?

The Court has appointed Bruce Steckler and Craig D. Cherry of Steckler Wayne Cherry & Love as Class Counsel who may seek fees and expenses up to the amount of \$400,000. In addition, the Class Representative may be paid up to \$2,500 for the work and assistance in representing the Class.

What are my rights?

You have a right to make a Claim, to file an Objection to the Settlement, to Opt-Out from the Settlement, or to do nothing. To receive a payment, you must submit a Claim, either online or by mail to the Settlement Administrator.

The window of time in which to file your claim, called the "Claim Period", will begin on the Notice Date and will extend until [REDACTED].

You can also Opt-Out of or Object to the Settlement. If you Opt-Out of the Settlement, you preserve your right to pursue a separate lawsuit against the Defendants about the claims released by this Settlement but you will receive no payment from this Settlement. Your Opt-Out request must be postmarked by [INSERT DATE]. Finally, you may file an Objection to the Settlement. To object, you must submit an Objection in writing that complies with the requirements in the Settlement Notice available at [www.\[REDACTED\].com](http://www.[REDACTED].com). Your Objection must be filed with the Clerk of the Court and sent to Settlement Administrator and the Parties on or before [INSERT DATE]. If you wish to object but you fail to file your Objection as described above, you will receive no payment and have no right to sue later for the Claims released by the Settlement.

The Court will hold a Final Approval Hearing in the Third Judicial Circuit Court of Madison County, Illinois,

ADDRESS, before the Honorable [INSERT JUDGE NAME], Courtroom _____, on Month Day, 2022 at _____ a.m., to decide whether to approve the Settlement and to award Attorneys' Fees and Expenses of up to \$400,000, to be paid by Sara Lee, plus \$2,500 to Plaintiff as the Class Representative Service Award. The Application for Attorneys' Fees and Expenses will be posted on the website below after they are filed. You may attend this hearing, but you don't have to. If you wish to attend this hearing, you must notify the Court and Parties at least seven (7) days in advance of the hearing.

Settlement Benefit payments will be issued to the Settlement Class only if the Court approves the Settlement and Objections, if any, are resolved. Please be patient.

If the Settlement does not become effective (for example, if the Court denies final approval or if an approval is reversed on appeal), the litigation will continue. You still have the right to make a Claim, Opt-Out, or file an Objection now, even if the Settlement does not become effective.

For more information, please visit www.________________.com, or contact the Settlement Administrator at (xxx) xxx-xxxx or by writing to Kroll Business Services, _____. Please do not call the Court.