

CLASS ACTION SETTLEMENT NOTICE

*Brannin v. Golden Grain Company, San Francisco Superior Court Case No. CGC-16-555084*

**If you purchased any of the following Near East brand products in California at any time from October 28, 2012 to May 8, 2020, you may be entitled to receive money from this Settlement.**

Couscous products: Broccoli & Cheese, Mediterranean Curry, Herbed Chicken, Parmesan, Roasted Garlic & Olive Oil, Roasted Garlic & Olive Oil Wheat Couscous, Toasted Pine Nut, Wild Mushroom & Herb, Roasted Garlic & Olive Oil Pearled Couscous, and Basil & Herb Pearled Couscous.

Rice pilaf products: Original Rice Pilaf, Brown Rice Pilaf, Lentil Rice Pilaf, Chicken Rice Pilaf, Spanish Rice Pilaf, Garlic & Herb Rice Pilaf, Roasted Chicken and Garlic Rice Pilaf, Original Long Grain and Wild Rice, Garlic and Herb Long Grain and Wild Rice, Roasted Vegetable & Chicken Long Grain & Wild Rice, Sesame Ginger Rice, Toasted Almond Rice Pilaf, and Wild Mushroom & Herb Rice Pilaf.

Whole grain, quinoa and tabouleh products: Roasted Red Pepper & Basil Quinoa, Rosemary & Olive Oil Quinoa, Zesty Lemon Quinoa, Mediterranean Medley Quinoa, Roasted Pecan and Garlic, and Tabouleh Mix (the “**Near East Products**”). Near East brand Plain Couscous is not included in this Settlement.

**Your legal rights are affected whether you act or don’t act. Please read this notice carefully.**

SUMMARY OF YOUR LEGAL RIGHTS AND OBLIGATIONS	
SUBMIT A CLAIM	The only way to receive payment of any money through this Settlement is to submit a Claim Form by August 24, 2020. You can file a Claim by visiting the Settlement Website, <a href="http://www.BranninSettlement.com">www.BranninSettlement.com</a> . You may also download a paper Claim Form under the “Documents” section of the Settlement Website. Submitting a Claim Form does not preclude you from objecting to the Settlement.
EXCLUDE YOURSELF	By excluding yourself, you retain the option of being part of another lawsuit against Golden Grain about the claims that were raised in this litigation. To exclude yourself, please follow the instructions under FAQ 8 on the Settlement Website, <a href="http://www.BranninSettlement.com">www.BranninSettlement.com</a> . You will not get any money from the Settlement if you exclude yourself and you cannot object to the Settlement.
OBJECT	If you would like to object to this Settlement, please submit an objection by following the instructions under FAQ 9 on the Settlement Website, <a href="http://www.BranninSettlement.com">www.BranninSettlement.com</a> . When you submit your objection, you can ask to speak in Court at the Final Approval Hearing. The hearing is scheduled to be held in Department 303 of the San Francisco Superior Court, 400 McAllister Street, San Francisco, CA on November 5, 2020 at 10:00 a.m. You can both object to the Settlement and submit a Claim Form.
DO NOTHING	If you do nothing, you will not receive any payment from the Settlement and you will not have the right to pursue another case against Golden Grain about the claims that were raised in this litigation.

**The deadline to exercise any of these options is August 24, 2020**

WHAT THIS NOTICE CONTAINS

What is this case about? ..... PAGE 2

Who is in the Settlement Class? ..... PAGE 3

What benefits does this Settlement provide? ..... PAGE 3

What claims are released by this Settlement? ..... PAGE 4

How can Settlement Class Members get paid? ..... PAGE 4

When will Settlement Class Members get paid? ..... PAGE 4

Payments to Class Counsel and the Class Representatives..... PAGE 4

How can Class Members exclude themselves from this Settlement? ..... PAGE 5

How can Settlement Class Members Object to the Settlement? ..... PAGE 5

The Court’s Final Approval Hearing ..... PAGE 5

What happens if you do nothing? ..... PAGE 6

How to get more information..... PAGE 6

WHAT IS THIS CASE ABOUT?

The individuals who brought this lawsuit (they are called the “plaintiffs”) claim that Golden Grain Company packaged the Near East Products in boxes containing excess amounts of empty space (referred to as “nonfunctional slack fill”), and that by doing so, they violated California law against unlawful and deceptive advertising. Plaintiffs claim that they and other Class Members overpaid for the Near East Products, and that the amount of overpayment can be estimated based upon how much excess empty space is contained in the Near East Products’ boxes. You can view a copy of the complaint that was filed in this case at the Settlement Website, [www.BranninSettlement.com](http://www.BranninSettlement.com) in the “Documents” section.

Golden Grain disputes the plaintiffs’ claims and denies all liability to the plaintiffs and the Class. Golden Grain further contends that no damage occurred to the plaintiffs or the Class because of its packaging. Golden Grain has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the litigation.

## WHO IS IN THE SETTLEMENT CLASS?

To determine if you may obtain the benefits from this Settlement, you first must determine whether you are a Settlement Class Member.

You are part of the Settlement Class if you purchased one or more boxes of the Near East Products in California at any time from October 28, 2012 to May 8, 2020, and do not exclude yourself from this Settlement.

There are a few exceptions. The following are **NOT** members of the Settlement Class:

- a) a Person who purchased or acquired the Near East Products for resale;
- b) Golden Grain, its officers, directors, management, employees, subsidiaries, and affiliates; and
- c) Any judges involved in this action and any members of their immediate families or their staff.

## WHAT BENEFITS DOES THIS SETTLEMENT PROVIDE?

Under the proposed Settlement, Golden Grain has agreed to pay those Settlement Class Members who submit valid Claim Forms by August 24, 2020 as follows:

- Each Settlement Class Member who submits Proof of Purchase(s) with a Valid Claim Form will be paid \$1.25 for each box of Near East Products they prove they purchased at any time in the state of California from October 28, 2012 to May 8, 2020.
- Each Settlement Class Member who submits a Valid Claim Form without any Proof of Purchase will be paid \$1.25 for up to six (6) boxes of Near East Products they purchased at any time in the state of California from October 28, 2012 to May 8, 2020. Settlement Class Members who submit Claim Forms without Proof of Purchase are limited to one (1) Claim per Household.

For the avoidance of doubt, a Settlement Class Member may file only a single Claim electing either a Benefit with Proof of Purchase or a Benefit without a Proof of Purchase, but not both.

In addition, Golden Grain has agreed to make certain changes to the packaging of the Near East Products in the future. Specifically, within one hundred and twenty (120) days of the Effective Date of this Settlement and continuing for a period of not more than five (5) years, and without any requirement that Defendant withdraw or destroy any labels in market or existence as of such time (including inventory), Defendant will change the Near East Products' packaging to include one or both of the following:

- A disclosure (the "Disclosure") on the Near East Products boxes, stating as follows: "Package contains empty space to accommodate grain to seasoning ratio. This package is sold by weight, not by volume. Contents may settle during shipping and handling." The Disclosure shall be displayed on the Near East Products' boxes in a prominent manner, including bold, prominent type at least the same font size and type face as "For questions and comments" currently displayed on the Near East Products' boxes.
- A line or graphic that represents the product fill line and a statement communicating that the line or graphic represents the product fill line, such as "Fill Line," both of which will be clearly and conspicuously depicted on the exterior packaging of the Near East Products.

Golden Grain Company has also agreed to pay Class Counsel's reasonable attorneys' fees and expenses awarded by the Court, up to a maximum of \$500,000, and to pay the Class Representatives awards from the Court in recognition of their contributions to this case, up to a maximum of \$5,000 each.

Finally, Golden Grain has agreed to pay the Settlement Administrator the costs of disseminating Notice of this Settlement and of handling the Claims made by Settlement Class Members.

## WHAT CLAIMS ARE RELEASED BY THIS SETTLEMENT?

Upon the Effective Date, the Parties and each Settlement Class Member and their respective agents, successors, heirs or assigns, shall be deemed to have, and by operation of the Final Judgment and Approval Order, shall have fully, finally, and forever irrevocably released, relinquished and discharged with prejudice all debts, claims, obligations, damages, liabilities, demands, costs, expenses (including attorneys' fees), indebtedness and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, fixed, conditional or contingent, which they ever had, may now have, or may hereafter have, against each other for any injury, damage, loss or expense, arising or accruing from the claims that have been or could have been asserted in this Litigation at any time up until the Effective Date of this Agreement. Further, the Parties and the Settlement Class Members all expressly waive the protection of Section 1542 of the California Civil Code and expressly waive and release any rights or benefits arising thereunder.

## HOW CAN SETTLEMENT CLASS MEMBERS GET PAID?

**To qualify for a payment from the Settlement, you must submit a Claim Form by August 24, 2020. A Claim Form, including instructions on how to file a Claim, is available on the Settlement Website, [www.BranninSettlement.com](http://www.BranninSettlement.com).** You can also get a Claim Form by calling the Settlement Administrator at 844-491-5737.

You must read the instructions carefully, fill out the form, and submit it by August 24, 2020. If you fail to return your Claim Form by August 24, 2020, your Claim will be rejected, and you will have waived all rights to receive any benefits under this Settlement.

Once the Settlement becomes final, and all appeals are resolved, the validity of all Claims will be determined. If your Claim is found to be invalid, it will be rejected and you will not receive a Benefit Payment from the Settlement. If your Claim is found to be valid, the Settlement Administrator will mail your Benefit Payment to you at the address you provided in the form of a check that will be negotiable for 120 days. There may be a substantial delay between the time you submit your Claim and the time you will be paid. If your mailing address changes before you receive any payment from the Settlement, please contact the Settlement Administrator at [www.BranninSettlement.com](http://www.BranninSettlement.com) to update your mailing address.

## WHEN WILL SETTLEMENT CLASS MEMBERS GET PAID?

Within thirty (30) days after the Settlement becomes final, the Settlement Administrator will send payments to all Settlement Class Members who submitted Valid Claims in a timely manner. The Court will hold a Final Approval Hearing on November 5, 2020 at 10:00 a.m., to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. The appeals process can take time, perhaps more than a year. The Settlement will become final only if it is approved by the Court and any appeals are resolved in favor of the Settlement. Please be patient. If your address changes before you receive payment, please provide updated address information to the Settlement Administrator.

## PAYMENTS TO CLASS COUNSEL AND THE CLASS REPRESENTATIVES

The Court appointed Phyllis Brannin, Virginia Gomez and Venus Savage to serve as the Class Representatives in this case, and the law firm Schubert Jonckheer & Kolbe LLP to serve as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

In conjunction with this Settlement, Class Counsel will ask the Court to order Golden Grain Company to pay their reasonable attorneys' fees and expenses incurred in litigating this case, up to \$500,000. These amounts will not come out of any funds for payments to Class Members. In addition, Class Counsel will ask the Court to order Golden Grain Company to pay each of the Class Representatives \$5,000 in recognition of the time they have spent in this case.

## HOW CAN CLASS MEMBERS EXCLUDE THEMSELVES FROM THIS SETTLEMENT?

If you don't want a payment under this Settlement, and you want to keep the right to sue or continue to sue Golden Grain Company about the legal issues in this litigation on your own, then you must take steps to get out of the Class. This is called excluding yourself—and is sometimes referred to as opting out.

**To exclude yourself from the Settlement Class, you must write to Class Counsel by August 24, 2020** by email or mail at the address below, saying that you want to be excluded from *Brannin v. Golden Grain Company*, San Francisco Superior Court Case No. CGC-15-555084. Be sure to include your name, address, email address, and telephone number.

Kathryn McCauley  
Schubert Jonckheer & Kolbe LLP  
3 Embarcadero Center, Suite 1650  
San Francisco, CA 94111  
[kmccauley@sjk.law](mailto:kmccauley@sjk.law)

If you ask to be excluded, you cannot object to the Settlement and you cannot get paid any money from the Settlement.

## HOW CAN SETTLEMENT CLASS MEMBERS OBJECT TO THE SETTLEMENT?

Settlement Class Members can object to the Settlement or some part of it. By objecting, you are asking the Court not to approve the Settlement in its current form. If you are a Settlement Class Member and submit a timely objection, the Court will consider your views. **Settlement Class Members who object to the Settlement can still file Claims. However, Class Members who have excluded themselves cannot object to the Settlement or be paid any money from the Settlement.**

**To object, you must write to Class Counsel by August 24, 2020**, establishing your membership in the Settlement Class (e.g., by including a statement that the person objecting purchased at least one Near East Product in California during the Class Period) and explaining why you don't like the Settlement. Be sure to include your name, address, email address, telephone number and signature.

You can send your objection by first class mail or email to:

Kathryn McCauley  
Schubert Jonckheer & Kolbe LLP  
3 Embarcadero Center, Suite 1650  
San Francisco, CA 94111  
[kmccauley@sjk.law](mailto:kmccauley@sjk.law)

## THE COURT'S FINAL APPROVAL HEARING

The Court has scheduled a Final Approval Hearing to decide whether to approve the Settlement, Class Counsel's requested fees and expenses, and the requested incentive awards for the Class Representatives.

The hearing will be held at 10:00 a.m. on November 5, 2020, in Department 303 of the Superior Court for the County of San Francisco, 400 McAllister Street, San Francisco, California 94102.

If there are objections to the Settlement or to Class Counsel's fees and expenses or the Class Representatives' incentive awards, the judge will consider them. You may attend, and you may ask to speak, but you don't have to. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was received on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not required. Finally, you may seek to intervene in the action, but you not required to intervene to make an objection.

After the hearing, the judge will issue an order containing its decision of whether to approve the Settlement, the fees and expenses and the incentive awards. We do not know how long this decision will take.

#### WHAT HAPPENS IF YOU DO NOTHING?

If you do nothing, you will not receive any payment from the Settlement and you will not have the right to pursue another case against Golden Grain about the claims that were raised in this litigation.

#### HOW TO GET MORE INFORMATION

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement and copies of the papers filed in support of this Settlement, all of which are available at [www.BranninSettlement.com](http://www.BranninSettlement.com). Additional documents relating to the case are on file at the Superior Court for the County of San Francisco, and may be examined on the Court's website located at <https://sfsuperiorcourt.org>. Case information may be accessed at the Court's online services webpage -- <https://www.sfsuperiorcourt.org/online-services> -- by clicking on the case query tab and entering the case number CGC-16-555084.

You may also write to Class Counsel by email at [kmccauley@sjk.law](mailto:kmccauley@sjk.law) or by first class mail at: Kathryn McCauley, Schubert Jonckheer & Kolbe LLP, Three Embarcadero Center, Suite 1650, San Francisco, CA 94111.