

If you purchased certain Van’s Frozen Breakfast Products for personal use in the United States, you may be entitled to a cash refund from a class action settlement.

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

This Notice advises you of a proposed class action settlement. The settlement resolves a lawsuit over whether Van’s International Foods (“Van’s”) wrongfully advertised and sold products with “all natural” or similar labeling in the United States after January 1, 2009. You should read this entire Notice carefully because your legal rights are affected whether you act or not.

Your Legal Rights and Options as a Settlement Class Member	
Submit a Claim Form by December 16, 2015	This is the only way to receive a payment.
Opt Out by August 31, 2015	Get no payment. This is the only option that allows you to ever be a part of any future lawsuit against Van’s with respect to the legal claims in this case.
Object by August 31, 2015	Write to the Court if you don’t like the settlement and tell the Court why you think it shouldn’t be approved.
Go to the Hearing on September 17, 2015	Ask to speak in Court about the fairness of the settlement.
Do Nothing	Benefit from the prospective or injunctive relief but not receive a payment. Give up your legal rights to sue Van’s about the claims in this case.

Your rights and options are explained in this notice.

What is this Notice and why is it important?

The Court sent you this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows.

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

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

What is this Lawsuit about?

The Lawsuit claimed that the packaging of certain Van’s Frozen Breakfast Products was inaccurate in that it led purchasers to believe that the Frozen Breakfast Products were “All Natural”, when in fact they

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included one or more synthetic ingredients. Van's stands by its advertising and denies it did anything wrong.

Why is there a settlement?

The Court did not decide who was right. Instead, both sides agreed to a settlement. By agreeing to a settlement, the Parties avoid the costs and risk of a trial and the Class will get compensation. The Class Representative and her attorneys believe that the settlement is in the best interests of the Class Members.

How do I know if I am in the Settlement Class?

To receive money from the settlement, you first have to determine if you are a Class Member. Class Members are those persons who are not excluded as provided below and purchased the Van's Frozen Breakfast Products covered by this settlement for consumption in the United States after January 1, 2009 up until Preliminary Approval. The Van's Frozen Breakfast Products covered by this settlement include: 8 Whole Grains Lite Waffles, 8 Whole Grains Multigrain Waffles, 8 Whole Grains Maple Waffles, 8 Whole Grains Berry Waffles, Love Your Heart Waffles, Power Grains Waffles, Organic Blueberry Waffles, Organic Totally Original Waffles, Organic Flax Waffles, Gluten Free Totally Original Waffles, Gluten Free Ancient Grains Waffles, Gluten Free Apple Cinnamon Waffles, Gluten Free Blueberry Waffles, Gluten Free Buckwheat Waffles, Gluten Free Flax Waffles, Minis Chocolate Chip Waffles, Minis Totally Original Waffles, Minis Gluten Free Waffles, Buttermilk Pancakes, Gluten Free Pancakes, Multigrain Pancakes, Belgian Homestyle Waffles, Belgian Multigrain Waffles, Multigrain English Muffins, Honey English Muffins, Wild Blueberry Muffin Crowns, Chocolate Muffin Crowns, Chocolate Waffle Sticks, Vanilla Waffle Sticks, Gluten Free Cinnamon French Toast Sticks and Totally Original French Toast Sticks. If you bought any of these Products during the Class Period and do not exclude yourself, you are a member of the Settlement Class and cannot sue again if the Court approves the Settlement. Those who are automatically excluded from the Class include (a) all persons who purchased or acquired the Products for resale (i.e., retailers, distributors, etc.), (b) Van's and its employees, principals, affiliated entities, legal representatives, successors and assigns, (c) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof) and (d) the judges to whom this Lawsuit is assigned and any members of their immediate families.

What cash payments does the settlement provide?

Van's will provide cash benefits up to the Settlement Amount to Settlement Class Members who file Valid Claims by the Claims Deadline and who provide all required Proof of Purchase (where necessary according to the Claim Form) to the Settlement Administrator and comply with all other conditions and requirements of the applicable Claim Form and the Settlement Agreement, with such cash benefits to be determined based on which of the following 3 Tiers the Settlement Class Member elects and for which the Settlement Class Member qualifies:

1. Tier 1. Settlement Class Members who fill out the Claim Form and who do not have valid Proof of Purchase may recover up to a maximum of \$4.99 per Household, which approximates the retail cost of 1.5 units of Products; or
2. Tier 2. Settlement Class Members who fill out the Claim Form and who do not have valid Proof of Purchase may recover \$3.33 per unit up to a maximum of \$9.99 per Household, which approximates the retail cost of 3 units of Products; or
3. Tier 3. Settlement Class Members who fill out the Claim Form and who provide valid Proof of Purchase may recover the amount for which a valid Proof of Purchase has been provided up to a maximum of \$18 per Household.

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Each Settlement Class Member may file a claim for only one Tier. In addition, only one Claim Form can be submitted per Household (i.e., physical address). To receive payment, a Claim Form MUST be completed and either be submitted online (www.milorosettlement.com) or postmarked by 11:59 p.m. ET on December 16, 2015. You may request a Claim Form online or by calling 1-888-980-9431.

The Aggregate Settlement Amount

Van's guarantees to satisfy all Valid Claims up to an aggregate amount of Nine Million and No/100 Dollars (\$9,000,000.00). The actual amount paid to Settlement Class Members will depend upon the number of Valid Claims and other factors. If the total amount of Valid Claims exceeds the Settlement Amount, then each claim's award shall be proportionately reduced, such that Van's maximum liability under this Agreement for Valid Claims shall not exceed \$9,000,000 in the aggregate.

When will I get my cash payment?

Cash payments will be made if the Court gives final approval to the proposed settlement and after the final approval is no longer subject to appeal.

A Final Approval Hearing is scheduled for September 17, 2015. If the Court approves the settlement and there are no appeals, the cash will be distributed approximately 30 days after the claims period is completed and settlement is no longer subject to appeal or review. If the Court does not approve the settlement, or if the settlement is overturned or modified on appeal, it is possible no cash payments will be made.

How will Van's revise the Products' marketing and labeling?

Within sixty (60) calendar days after entry of the Final Approval Order, Van's shall ensure that the Frozen Breakfast Products covered by the settlement are no longer being represented to the public as being "All Natural," "Totally Natural" or "Naturally Delicious" as alleged by Plaintiff. Specifically, Van's must cease using the "All Natural" statement in connection with the sale of the Frozen Breakfast Products covered by the settlement upon execution of the Settlement Agreement. The injunction shall last only (a) so long as the Frozen Breakfast Products covered by the settlement contain sodium acid pyrophosphate ("SAPP") or (b) until Van's determines based on court decisions or changes in regulatory guidance or applicable law after the date of the settlement that the use of the term "all natural", or any term substantially similar thereto, in products containing SAPP is not impermissible. Details are described in the Settlement Agreement, which is available at www.milorosettlement.com. All capitalized terms used herein but defined herein shall have the meaning ascribed to such terms in the Settlement Agreement.

Who represents my interests in the settlement?

The Court has appointed the Plaintiff who brought the Lawsuit as the class representative. Class Counsel are the lawyers for the Class. The class representative and Class Counsel will act as your representatives for this settlement if you do not exclude yourself from the Class.

The Court has appointed David L. Steelman of Steelman, Gaunt & Horsefield,, Scott A. Kamber and Stuart L. Cochran of KamberLaw LLC,, and Matthew H. Armstrong of Armstrong Law Firm LLC.

Do I have to pay money to participate in the Class?

No. You will not be responsible for any cost or attorneys' fees incurred in this Lawsuit. If the Court approves the proposed settlement, Class Counsel will request that the Court award attorneys' fees, costs

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and expenses in an amount not to exceed \$1,900,000, which includes a \$1,500 Service Fee payable to each Class Representative in this case.

Can I exclude myself from the settlement?

You have the right not to be part of the Lawsuit by excluding yourself or “opting out” of the Class. If you wish to exclude yourself, you must send a letter or postcard, postmarked no later than August 31, 2015 to Van’s Class Action Settlement Administrator, c/o Heffler Claims Group, P.O. Box 58668, Philadelphia, PA 19102-8668. Your letter must request exclusion from the Class and must be signed by you. You must include your full name, address and telephone number. If you do not include the required information or submit your request for exclusion on time, you will remain a Class Member and be bound by the settlement and Final Approval Order. If you exclude yourself from the Class, you give up your right to receive any money from the settlement, and you will not be bound by the settle or Final Approval Order, and you will not be barred from pursuing any individual claim you may otherwise have relating to the subject matter of the Lawsuit.

I wish to object to the settlement. What do I do?

If there is something about the settlement that you do not like, you may file an objection with the Court. You will still be in the settlement, remain a Class Member, and will receive benefits if the settlement is approved and you timely submit your Claim Form. If you want to object, you must submit your objection in writing to the Court. Your objection must include all of the following:

- (1) Your name, address, telephone number, and, if available, email address;
- (2) Your signature;
- (3) A Statement that you are a Class Member that includes all of the information required on the Claim Form;
- (4) The reasons why you object;
- (5) The case name and number of this lawsuit, which is Diana Jill Miloro v. Van’s International Foods, Phelps County Circuit Court, Missouri, Case No. 15PH-CV00642;
- (6) If you are represented by a lawyer, the name, address and telephone number of that lawyer;
- (7) Whether you or your lawyer intends to appear at the Final Approval Hearing; and
- (8) Information on all objections filed by you and your counsel over the prior five (5) years.

By filing an objection, you are consenting to the jurisdiction of the Court, produce documents and provide testimony prior to the Final Fairness Hearing. **You must file your written objection with the Court no later than August 31, 2015**, at the Clerk of Court, Phelps County Circuit Court, 200 N. Main Street, #102, Rolla, Missouri 65401. You **must** also send a copy of your objection to Class Counsel and Van’s Counsel at:

Counsel for Plaintiff:

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Counsel for Defendant:

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

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The Court has scheduled a Settlement Hearing at 9:00 a.m. on September 17, 2015 in the Phelps County, Missouri Circuit Court, 200 N. Main Street, #102, Rolla, Missouri 65401 in the Hon. Judge John D. Beger's Courtroom. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much to pay the attorneys for the Class. After the hearing the Court will decide whether to grant final approval of the settlement. We do not know how long these decisions will take.

Where do I get more information?

Complete copies of the pleadings and other documents filed in this Litigation may be examined and copied during regular office hours at the Clerk of the Court, Phelps County, Missouri Circuit Court, 200 N. Main Street, #102, Rolla, Missouri 65401.

The Settlement Agreement, Claim Form and other information are also available at www.milorosettlement.com.

**PLEASE DO NOT CALL OR WRITE VAN'S OR THE COURT
FOR ADDITIONAL INFORMATION OR ADVICE**

DATED: JUNE 16, 2015

THE HON. JOHN D. BEGER
CIRCUIT COURT JUDGE

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