

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, is made and entered into as of the 17th day of July, 2018, by and among General Mills, Inc., a Delaware Corporation, headquartered in Minneapolis, Minnesota (“General Mills”) and Tori Castro, Nancy Coe, and Pamela Mizzi (the “Plaintiffs”) (collectively, the “Parties”).

1. RECITALS

1.1 On or about November 9, 2015, Plaintiffs filed an action in the United States District Court for the Northern District of California captioned *Coe et al. v. General Mills, Inc.*, No. 3:15-cv-5112, amended on August 24, 2016, which alleged that General Mills deceptively marketed the amount of protein and sugar contained in Cheerios Protein cereal (the “Complaint”). The Complaints asserted causes of action for violation of the California Consumer Legal Remedies Act, Cal. Civil Code § 1750, *et seq.* (“CLRA”); violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (“UCL”); violation of the California False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.* (“FAL”); New York General Business Law § 349; and, New York General Business Law § 350.

1.2 General Mills denies any and all liability with respect to any and all facts and claims alleged in the Complaints.

1.6 From February 21, 2018 to July 17, 2018, the Parties engaged in mediation to resolve their dispute with the assistance of the Hon. Peter Lichtman (Ret.). As a result of mediation, the Parties agreed to the terms of settlement as stated in section 3 below.

1.7 Plaintiffs’ Counsel (as defined below in section 2.1) are familiar with the claims being settled and the defenses asserted. Plaintiffs’ Counsel have had the opportunity to conduct, and have conducted, discovery relating to the claims alleged in the Complaint,

including propounding discovery requests and interrogatories, inspecting and reviewing documents produced by General Mills, and deposing employees of General Mills.

1.8 General Mills's Counsel (as defined in section 2.5) are familiar with the claims being settled and the defenses asserted. General Mills's Counsel have had the opportunity to conduct, and have conducted, discovery relating to the claims alleged in the Complaint, including propounding discovery requests and deposing Plaintiffs.

1.9 Plaintiffs and Plaintiffs' Counsel believe that the Complaint has merit. General Mills and General Mills's Counsel believe that the claims asserted are without merit and that General Mills has complete, valid defenses thereto. The terms of this Settlement Agreement were reached after extensive, bona fide arm's-length negotiations among counsel for the Parties, including during meetings with the Hon. Peter Lichtman (Ret.).

1.10 The Parties and their counsel acknowledge the uncertain outcome and the risk of further litigation, as well as the difficulties, delays, and costs inherent in such litigation. Plaintiffs and Plaintiffs' Counsel have also taken into account the substantial benefits conferred on the public by the relief achieved by this settlement. This settlement shall not be construed or deemed to be a concession by Plaintiffs of any infirmity in the claims asserted in the Complaint.

1.11 General Mills wants to avoid the substantial burden, expense, inconvenience, distraction, and interference with its ongoing business operations of continuing to litigate the Complaint through trial and appeals. Therefore, General Mills has determined that settlement on the terms set forth herein is in its best interests. This settlement shall not be construed or deemed to be a concession by General Mills of any merit in the claims asserted in the Complaint.

NOW, THEREFORE, in consideration of the mutual covenants and other consideration described below, the Parties agree as follows:

2. DEFINITIONS

2.1 “Complaint” means the litigation filed in the United States District Court for the Northern District of California, captioned *Coe et al. v. General Mills, Inc.*, No. 3:15-cv-5112, as amended on August 24, 2016.

2.2 “Effective Date” is the date that this Settlement Agreement is executed by all Parties.

2.3 “General Mills” or “Defendant” means General Mills, Inc., a Delaware corporation with its principal place of business in Minneapolis, Minnesota.

2.4 “General Mills’s Counsel” means David Biderman and Charles Sipos of Perkins Coie LLP.

2.5 “Parties” means Plaintiffs and General Mills, Inc.

2.6 “Plaintiffs’ Counsel” means Michael R. Reese of Reese LLP, 100 West 93rd Street, 16th Floor, New York, New York 10024; Laurence D. King of Kaplan Fox & Kilsheimer LLP, 350 Sansome Street, Suite 400, San Francisco, California 94104; and, Maia C. Kats of Center for Science in the Public Interest, 1220 L Street, Suite 300, Washington, D.C. 20005.

2.7 “Plaintiffs” means Tori Castro and Nancy Coe, each residents of California, and Pamela Mizzi, a resident of New York.

2.8 “Product” means Cheerios Protein cereal, including the Cinnamon Almond and Honey Oats varieties.

2.9 “FOP” means front of packaging labeling.

2.10 “Settlement Agreement” or “Agreement” refers to the terms set forth in this document for resolving finally the Complaint.

2.11 “Settlement Consideration” is the sum to be paid by Defendant to the Plaintiffs, as set forth in the confidential letter or e-mail between Plaintiffs’ Counsel and General Mills’ Counsel dated July 17, 2018. The terms of the July 17 letter or e-mail, including the Settlement Consideration, are fully agreed to by the Parties, Plaintiffs’ Counsel, and Defendants’ Counsel and incorporated into the Settlement Agreement by reference here.

3. **PRODUCT LABEL REQUIREMENTS**

3.1 General Mills agrees that it will modify its labeling for the Product in the following manner:

Change the font size of the standard of identity (“SOI”) on the FOP, that is, “Sweetened Whole Grain Corn and Oat Cereal with Crunchy Almond Granola Clusters and Real Cinnamon” or “Sweetened Whole Grain Corn and Oat Granola Clusters and Real Honey,” so that the font size is at least half the font size used for the word “protein” that appears directly below the word “Cheerios” on the front of package.

The Red Button “*11 grams protein with milk*” on the FOP will be changed to read “*7 grams protein.*”

4. **RELEASES**

4.1 Upon: (a) the Effective Date; and (b) receipt by Plaintiffs of the Settlement Consideration, Plaintiffs, each on behalf of herself and her spouses, heirs, representatives, successors, and assigns, release and forever discharge General Mills and its subsidiaries, affiliates, employees, directors, officers, agents, customers, attorneys, representatives, successors and assigns, from any and all demands, claims, actions and damages, whether known or unknown, foreseen or unforeseen, direct or indirect, liquidated or not yet fully in being, relating to or arising in any way from the Complaint or any matter that was raised or

could have been raised in the Complaint, including but not limited to, statutory liquidated damages, compensatory and punitive damages, liabilities, suits, costs, expenses and compensation in any form, including attorneys' fees. Plaintiffs' release expressly includes all claims that were brought or that could have been brought with respect to the Product.

4.2 Similarly, upon the Effective Date and receipt by Plaintiffs of the Settlement Consideration, General Mills, Inc. for itself and its affiliates, parents, subsidiaries, predecessors, successors, officers, directors, managers, agents, partners, employees, and shareholders, hereby releases and discharges Tori Castro, Nancy Coe, Pamela Mizzi, and each of their heirs, beneficiaries, executors, administrators, assigns, agents, employees, attorneys, and representatives, from any and all claims, controversies, causes of action, actions, judgments, liens, indebtedness, damages, losses, liabilities, and demands of whatever kind and character, whether known or unknown, in any manner whatsoever between them arising from circumstances occurring at any time before the Effective Date.

4.3 Section 1542 Waiver. The Parties acknowledge that any or all of them, or their attorneys, may hereafter discover facts different from or in addition to the facts which are now known or believed to be known, and that it is their intention to fully, finally, absolutely and forever settle any and all disputes and differences which to now exist or previously existed, whether known or unknown, arising out of or relating to their original claims. The Parties acknowledge that they have been informed by their respective attorneys and/or advisors of, and that they are familiar with, Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR

AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Parties do hereby release, abandon, waive and relinquish all rights and benefits which they may acquire under Section 1542 of the Civil Code of the State of California, or any statute of similar effect, arising out of or relating to their original claims.

5. NO ADMISSION OF LIABILITY

Plaintiffs believe and assert that the claims in the Complaint are meritorious. General Mills denies that it committed any violations of law, or wrongful conduct, with respect to the Plaintiffs. General Mills enters into this Settlement Agreement solely because it will eliminate uncertainty, distraction, and expense. Nothing in the Agreement may be deemed a presumption, concession, or admission by General Mills of any fault, liability or wrongdoing as to any facts or claims that have or might have been alleged in the Complaint, or any other actions or proceeding that has been, will be, or could be brought. Nothing in the Agreement may be construed as an admission or presumption against either Party that compliance with the terms herein renders Defendant in compliance with all laws and regulations governing such conduct.

6. CONSIDERATION

Plaintiffs' Counsel have agreed that the Settlement Consideration constitutes reasonable and sufficient consideration. Within fifteen (15) business days of the Effective Date, Defendant shall disburse the Settlement Consideration according to wire instructions to be provided concurrently by Plaintiffs' Counsel CSPI, who then shall make the disbursements to Plaintiffs and as otherwise indicated.

7. DISMISSAL OF THE ACTION

Within two days of the Effective Date and Plaintiffs' receipt of the Settlement Consideration, or as soon thereafter as practicable, Plaintiffs' Counsel will cause to be filed a stipulation of voluntary dismissal of the Complaint with prejudice pursuant to Fed.R.Civ.P. 41(a), including all claims that were asserted, along with a proposed Order.

8. MISCELLANEOUS TERMS

8.1 Voluntary Settlement. The Parties agree that the terms of the Agreement were negotiated at arm's-length and in good faith and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

8.2 Authority to Execute. Each counsel or other person executing this Agreement on behalf of any party hereto warrants that such person has the authority to do so.

8.3 Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which constitutes an original and that all together constitute one and the same instrument. Executed counterparts are deemed valid if delivered by mail, courier, electronically, or by facsimile.

8.4 Binding Effect of Settlement. This Settlement Agreement is binding on the Parties, their respective agents, attorneys, insurers, employees, representatives, officers, directors, partners, divisions, subsidiaries, affiliates, associates, assigns, heirs, successors in interest, shareholders, and any trustee or other officer appointed in the event of a bankruptcy.

8.5 Waiver of Breach. The waiver by any of the Parties of a breach of this Agreement shall not be deemed a waiver of any other breach.

8.6 Entire Agreement. With the exception of the July 17, 2018 letter or email, which is expressly incorporated by referenced herein, this Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements or understandings with

respect to resolution of the Complaint, whether oral, written, express or implied.

8.7 Amendments. No amendment, change, or modification of this Agreement or any part thereof is valid unless in writing and signed by all Parties.

8.8 Advice of Counsel. The Parties each represent to the other that they have received independent legal advice from attorneys of their own choosing with respect to the advisability of executing this Settlement Agreement, that they have read the Agreement in its entirety and fully understand its contents, and that each is executing it as a free and voluntary act.

8.9 Headings and Construction of Agreement. The titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference, and should not be construed to define, limit, or extend its scope. The Parties agree that the Agreement should be construed without regard to its drafter, as though the Parties participated equally in its drafting.

8.10 Reasonable Cooperation. Plaintiffs and General Mills agree to cooperate and take additional action if appropriate to give full force and effect to the terms of this Agreement, and to cooperate on any press releases or other public statements to the extent practicable.

8.12 Attorneys' Fees. Except as otherwise provided and incorporated herein, Plaintiffs and General Mills shall bear their own costs and attorneys' fees.

TORI CASTRO

Date: _____

By: _____

Tori Castro

NANCY COE

Date: _____

By: _____

Nancy Coe

PAMELA MIZI

Date: _____

By: _____

Pamela Mizzi

Date: Paul R. Boyer
7/24/18

GENERAL MILLS, INC.

By: Paul R. Boyer

(Print Name) Paul R. Boyer

Its: _____