

Exhibit A

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiff KIMBERLY BIRBROWER (“Plaintiff” or “Class Representative”), on behalf of herself and all others similarly situated and by and through her counsel, and Defendant QUORN FOODS, INC. (“Quorn” or “Defendant”), by and through its counsel, hereby enter into this Settlement Agreement and Release (“Settlement Agreement”), subject to the approval of the Court. The Parties in consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, stipulate and agree as follows:

WHEREAS, on or about January 22, 2016, Plaintiff commenced a putative class action against Quorn by filing a Class Action Complaint (“Complaint”) in the Superior Court of the State of California, for the County of Los Angeles, captioned *Birbrower v. Quorn Foods, Inc.* and bearing case number BC608107 (“State Action”). The Complaint asserts four causes of action for (1) violations of California’s Consumers Legal Remedies Act (“CLRA”) (Cal. Civ. Code § 1750 et seq.); (2) violations of California’s Unfair Business Practices Act (“UCL”) (Cal. Bus. & Prof. Code § 17200 et seq.); (3) violations of California’s False Advertising Law (“FAL”) (Cal. Bus. & Prof. Code § 17500 et seq.); and (4) fraud/fraudulent concealment.

WHEREAS, on February 26, 2016, Quorn timely removed the State Action to the United States District Court for the Central District of California and was assigned Central District Case number 16-cv-01346-DMG-AJW (the “Action” or “Litigation”).

WHEREAS, on March 30, 2016, Plaintiff filed a First Amended Complaint (“FAC”) [Dkt. 9.] The FAC asserts CLRA, UCL, and FAL claims on behalf of a putative class of California citizens who purchased Quorn products up to four years prior to the filing of the State Action, and asserts the fraud/fraudulent concealment claim on behalf of all persons in the United

States who purchased Quorn products up to four years prior to the filing of the State Action.

WHEREAS, on May 20, 2016, Quorn filed a Motion to Dismiss the FAC;

WHEREAS, on July 29, 2016, Plaintiff filed an Opposition to the Motion to Dismiss;

WHEREAS, based on their review of the briefing filed in the Action, the facts and the law pertaining to Plaintiff's claims and Quorn's defenses, and information obtained through the voluntary exchange of relevant information and through confirmatory discovery, Plaintiff and Quorn (the "Parties") recognize that the outcome of the Litigation and the claims asserted in the FAC are uncertain, and that pursuing the Litigation to judgment would entail substantial cost, risk, and delay;

WHEREAS, the parties have explored and discussed at length the factual and legal issues in the Litigation and have participated in mediation with a well-respected mediator and retired federal magistrate, Hon. Edward Infante, concerning the issues raised by Plaintiff in the FAC specifically and in the Litigation generally, and have agreed to a global final settlement of the Action that renders the need for further litigation unnecessary;

WHEREAS, for purposes of this settlement only, the Parties agree to the certification of a Settlement Class ("Class" or "Settlement Class" as defined in Section I (7), below).

WHEREAS, the Parties desire to compromise and settle all issues, claims, and/or facts asserted in the Litigation or that could have been asserted based upon the facts alleged in the Litigation by or on behalf of members of the Class;

WHEREAS, Plaintiff, by and through Class Counsel, has: (a) made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Litigation; (b) engaged in investigation of the claims asserted in the Litigation, including extensive confirmatory discovery requested by Plaintiff and provided by Quorn in connection

with the Settlement and prior to execution of this Agreement, and (c) evaluated and considered the law applicable to the claims asserted in the Litigation, including the defenses that Quorn likely would assert;

WHEREAS, Quorn does not believe Plaintiff's claims are meritorious and has denied and continues to deny any and all allegations and claims made by Plaintiff in the FAC and the Litigation, and has denied and continues to deny that it is legally responsible or liable to Plaintiff or any member of the Class for any of the matters asserted in this Litigation, but has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all pending and potential claims of Plaintiff and all members of the Class relating to claims which were or could have been asserted by Plaintiff and the Class in this Litigation relating to the alleged practices, marketing representations, and claimed omissions at issue;

WHEREAS, Plaintiff's counsel are experienced in this type of class litigation, recognize the costs and risks of prosecution of this Litigation, and believe that it is in Plaintiff's interest, and the interest of all Class Members, to resolve this Action, and any and all claims against Quorn arising from the conduct alleged in the Action, and in this Settlement Agreement;

WHEREAS, the Parties agree that the proposed settlement is fair, adequate, and reasonable;

WHEREAS, significant arm's-length settlement negotiations have taken place between the Parties and, as a result, this Settlement Agreement has been reached without collusion, subject to the Court approval process set forth herein;

WHEREAS, the undersigned Parties believe that this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of

Class Members; and

WHEREAS, this Settlement Agreement is made and entered into by and between Plaintiff, individually and on behalf of the Class, and Quorn;

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1) Action. “Action” shall mean the case captioned *Birbrower v. Quorn Foods, Inc.*, Case No. 16-cv-01346-DMG-AJW, pending in the United States District Court for the Central District of California. The Action may also be referred to in this Settlement Agreement as the “Litigation.”

2) Administration Costs. “Administration Costs” shall mean the cost of providing notice to the Class and any other administrative services charged by the Claims Administrator.

3) Alternative Proof of Purchase. “Alternative Proof of Purchase” means (i) a credit or debit card statement that identifies a purchase or transaction at a retailer where Quorn Products were sold during the month in which a Claimant claims to have purchased Quorn Products; or (ii) a non-itemized receipt from a retailer where Quorn Products were sold during the month in which a Claimant claims to have purchased Quorn Products. For credit and bank card statements, the Class Notice will inform claimants that they may redact certain personally identifiable information, account numbers and/or charges unrelated to the Quorn Products

purchased by the Claimant prior to submitting their Claim, but the Claimant's name as it appears on the credit and bank card statement must be left unredacted. If any such information is not redacted by the Claimant, the Claims Administrator will keep confidential all such information. All credit card and debit card statements will be destroyed by the Claims Administrator after all Claims are paid pursuant to the terms of this Agreement.

4) Claim. "Claim" means a request for Restitution from the Settlement Fund.

5) Claim Period. "Claim Period" is the 105-day period following publication of the Class Notice pursuant to the Notice Procedure during which a Claim may be made.

6) Claimant. "Claimant" shall mean any Class Member who submits a Claim.

7) Claim Form. "Claim Form" shall mean a form, substantially similar to attached Exhibit A, to be used by Class Members to make a Claim.

8) Claims Administrator. "Claims Administrator" shall mean Atticus Administration LLC, a class action settlement administrator that, subject to Court approval, will be retained to administer Claims and effectuate the Notice Procedure.

9) Class. "Class" shall mean all residents of the United States who, during the Class Period, purchased Quorn Products. Excluded from the Class are (1) Quorn, its related entities, parent companies, subsidiaries and affiliates, and their respective officers, directors, and employees; (2) all persons claiming to be subrogated to the rights of Class Members; (3) individuals and/or entities who validly and timely opt-out of the Settlement; (4) individuals who previously have released their claims against Quorn with respect to the issues raised in the Litigation; (4) consumers who assert claims for physical injury arising from their purchase and consumption of Quorn Products; and (5) any judge to whom this matter is assigned, and his or her immediate family (spouse, domestic partner, or children).

10) Class Counsel. “Class Counsel” shall mean Frank Sims & Stolper LLP and Yuhl Carr, LLP.

11) Class Counsels’ Fees and Expenses. “Class Counsels’ Fees and Expenses” shall mean the reasonable attorneys’ fees and expenses of Class Counsel, not to exceed One Million Three-Hundred Fifty Thousand dollars (\$1,350,000.00), that will be paid from the Settlement Fund, subject to approval of the Court.

12) Class Members. “Class Members” and “Settlement Class Members” shall have the same meaning as “Class,” as set forth in Section I, Paragraph 7 above.

13) Class Notice. “Class Notice” shall mean the Court-approved Short Form Notice and/or Long Form Notice substantially similar to Exhibits B and C hereto, mutually prepared and agreed upon by the Parties, informing the Class of, among other things, (i) the preliminary approval of the Settlement; (ii) the scheduling of the Final Approval Hearing; (iii) their opportunity to object to, or exclude themselves from the Settlement; and (iv) their opportunity to submit a Claim.

14) Class Representative. “Class Representative” shall mean plaintiff Kimberly Birbrower.

15) Class Period. “Class Period” means the period of time between January 26, 2012 through December 14, 2016.

16) Court. “Court” shall mean the United States District Court for the Central District of California, the Honorable Dolly Gee, or her duly appointed successor.

17) Defendant’s Counsel. “Defendant’s Counsel” shall mean Lewis Brisbois Bisgaard & Smith LLP.

18) Effective Date of Class Settlement. “Effective Date of Class Settlement” shall

mean the date following the entry of the Final Approval Order with respect to the class benefits under the Settlement Agreement, or if there are any objections, then the Effective Date for Class Settlement shall be the date on which the time for any appeal expires, or the date on which all appeals from the Final Approval Order are finally decided or terminated, whichever date is later. If the Final Approval Order on Fees is entered separately or at a later date, this shall not impact the Effective Date of Class Settlement, but any obligation to pay Court-approved Class Counsels' Fees and Expenses shall arise only after the Effective Date of Fees Settlement.

19) Effective Date of Fees Settlement. "Effective Date of Fees Settlement" shall mean the date following the entry of the Final Approval Order on Fees, unless there are any objections to any portion of the Final Approval Order, in which case the Effective Date of Fees Settlement shall be the date on which the time for any appeal expires, or the date on which all appeals from such order are finally decided or terminated, whichever date is later.

20) Final Approval Hearing. "Final Approval Hearing" shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and/or Final Approval Order on Fees. Subject to Court approval, the parties agree the Final Approval Hearing will be scheduled as soon as practicable after Class Notice is published through the Notice Procedure.

21) Final Approval Order. "Final Approval Order" shall mean the order of the Court that approves this Settlement Agreement and makes such other final rulings as are contemplated by this Settlement Agreement, which may or may not include approving payment of Service Award and Class Counsels' Fees and Expenses.

22) Final Approval Order on Fees. "Final Approval Order on Fees" shall mean any order of the Court awarding Class Counsels' Fees and Expenses (or any amount less than

Class Counsels' Fees and Expenses).

23) Initial Net Settlement Fund. "Initial Net Settlement Fund" means the minimum of One Million Dollars (\$1,000,000) that will remain in the Settlement Fund after payment of the Administration Costs, Class Counsel's Fees and Costs and Service Award approved by the Court prior to any replenishment of the Settlement Fund by Quorn to cover Claims in excess of One Million Dollars (\$1,000,000). In other words, in no event will the combined total of the Administration Costs, Class Counsel's Fees and Costs and Service Award exceed One Million Five-Hundred Thousand Dollars (\$1,500,000).

24) Initial Administration Cost Deposit. "Initial Administration Cost Deposit" shall mean the one hundred thousand dollar payment (\$100,000) to be paid by Quorn to the Claims Administration within seven (7) days of the issuance of any Preliminary Approval Order and to be used by the Claims Administrator for implementing the Notice Procedure. The Initial Administration Cost Deposit is a portion of Settlement Fund owed and not an amount Quorn will pay in addition to the Settlement Fund. Upon payment of the Initial Administration Cost Deposit, the Settlement Fund amount owed by Quorn will be reduced by \$100,000. Any additional costs of the Claims Administrator will be deducted from the Settlement Fund as set forth herein.

25) Litigation. "Litigation" shall mean the Action as defined above.

26) Maximum Restitution Amount for Alternative Proof of Purchase Claims. "Maximum Restitution Amount for Alternative Proof of Purchase Claims" shall mean five dollars (\$5.00) for any month in which a Class Member claims to have purchased Quorn Products by providing an Alternative Proof of Purchase and identifying the month(s) of the purchase on the Claim Form, regardless of the number of Quorn Products purchased during that

month, and subject to a forty dollar (\$40.00) annual cap for each calendar year of the Class Period. In those situations where a Class Member also submits a Proof of Purchase Receipt for a full refund, that full refund amount will not apply to the annual cap or Maximum Restitution Amount for Alternative Proof of Purchase Claims; provided, however, that such Class Members will not be entitled to the alternative five dollars (\$5.00) option for any month in which the Class Member also submits a Proof of Purchase Receipt for a full refund.

27) Notice Procedure. “Notice Procedure” means the process through which the Class Notice will be disseminated. The Notice Procedure shall include the use of both print and digital advertising notifications to the targeted audience of Class Members, and will include digital banner advertisements, social media, paid search engine optimization, claims enhancements, targeted print advertisements and a national press release.

28) Objection Date. “Objection Date” shall mean thirty (30) days from the date Class Notice is published through the Notice Procedure, or a date otherwise ordered by the Court, for members of the Class to object to the Settlement Agreement’s terms or Class Counsels’ Fees and Expenses, and to submit any required statements, proof, or other materials and/or argument.

29) Parties. “Parties” shall mean the Plaintiff and Defendant.

30) Plaintiff. “Plaintiff” shall mean the Class Representative as defined above.

31) Preliminary Approval Order. “Preliminary Approval Order” shall mean the order of the Court preliminarily approving this Settlement Agreement.

32) Proof of Purchase Receipt. “Proof of Purchase Receipt” means a store receipt that specifically identifies the purchase of a Quorn Product, the date of purchase, and the actual amount paid.

33) Quorn. “Quorn” means Quorn Foods, Inc., the Defendant in the Litigation.

34) Quorn Products. “Quorn Products” means any or all of the following Quorn Grounds (12x340g USA), Quorn Patties (12x300g USA), Quorn Nuggets (12x300g USA), Quorn Garlic & Herb Cutlets (12x200g USA), Quorn Gruyere Cheese Cutlet (10x220g USA), Quorn Tenders (12x340g USA), Quorn Chs Cran Escalope (10x240g USA), Quorn Classic Burger (12x240g USA), Quorn Cutlets (12x276g USA), Quorn Balls USA (12x300g), Quorn Roast (12x454g USA), Quorn Turkey Burger (12x280g USA), Quorn Cheese Burger (12x240g USA), Quorn Chik'n Style Patties (12x900g USA), Quorn Vegan Burger (12x240g USA), Quorn Roast (12x454g USA), Quorn Chikn Salsa Burr (12x60z (173g) USA), Quorn Chip Chikn Burr (12x60z (173g) USA), Quorn Spag & Balls (12x9oz (254g) USA), Quorn Chilli (12x9oz (254g) USA), Quorn Kung Pao (12x9oz (254g) USA), Quorn Patties (12x300g USA Promo), Quorn Nuggets (12x300g USA Promo), Quorn Classic Burger (12x240g USA), Quorn Cheese Burger (12x240g USA), Quorn Turkey Burger (12x280g USA), Quorn Chikn Salsa Burr (12x60z (173g) USA), Quorn Chip Chikn Burr (12x60z (173g) USA), Quorn Classic Burger (12x240g USA Pro), Quorn Turkey Burger (12x280g USA Pro), Quorn Cutlets (12x276g USA Pro), Quorn Balls USA (12x300g Non AYE), Quorn Classic Burger (12x240g USA AYEFree), Quorn Jalapeno Popper Cutlet (10x240g USA), Quorn Italian Chk Wings/Bites (12x300g USA), Quorn Buffalo Chk Wings/Bites (12x300g USA), Quorn Tenders (12x340g USA AYE Free), Quorn Sausage Links (12x228g USA), Quorn Sausage Patty (12x222g), Quorn Nuggets (12x300g USA), Quorn Cutlets (12x276g USA), Quorn Patties (12x300g USA), Quorn Holiday Roast Pack (6x1.1Kg USA), Quorn Gourmet Burger (12x320g USA), Quorn Quarter Pound Burger (12x227g USA), Quorn Gruyere Cheese Cutlet (10x220g USA), Quorn Nuggets (12x360g USA (20% free)), Quorn Nuggets (12x907 USA Club), Quorn Patties (12x300g USA Whey Recipe),

Quorn Nuggets (12x300g USA Whey Recipe), Quorn Roast (12x454g USA Egg Reduced), Quorn Nuggets (8x300g USA), Quorn Patties (8x300g USA), Quorn Cutlets (8x276g USA), Quorn Gourmet Burger (8x320g USA), Quorn Bacon Style Strips (12x150g USA), Quorn Vegan Cutlet (12x252g USA), Quorn Nuggets (12x360g USA (20% free)), Quorn Nuggets (8x360g USA (20% free)), Quorn Patties (8x300g USA), Quorn Grounds (4x2.268Kg USA), Quorn Tenders (4x2.268Kg USA), Quorn Vegan Hot&Spicy Patties (12x264g USA), Quorn Vegan Breaded Cutlet (8x200g USA), Quorn Vegan Tenders (12x300g USA), Quorn Fajita Strips (USA 12x300g), Quorn Beef Strips (USA 12x300g), Quorn Pesto & Mozz Cutlet (10x240g USA), Quorn Nuggets (32oz 12x907 USA Club), QuornSS Gourmet Pub Cheeseburger (12x167g), Quorn Nuggets (5x360g USA), Quorn Nuggets (1x13607g (30lb) USA), Quorn Chick Patties (12x900g (31.8oz) USA), Quorn Roast (10x454g USA), Quorn burger in bun (8x167g USA).

35) Released Claims. “Released Claims” refers to the claims released by this Settlement Agreement, as set forth in Section VIII and its related subsections, and includes, without limitation, (i) the causes of action asserted in the First Amended Complaint in the Litigation; and (ii) any similar, comparable or equivalent common law or statutory causes of action under the laws of the United States of America or any of its fifty (50) states for which Plaintiff or any Class Member could assert a claim based of the facts, allegations, claims, and circumstances alleged in Plaintiff’s First Amended Complaint, not including claims for personal injuries.

36) Released Parties. “Released Parties” shall mean Quorn, its parent, subsidiary, and related entities, every person or entity involved in the manufacturing, development, supply, advertising, and distribution of Quorn Products, and the foregoing entities’ past and present officers, directors, shareholders, predecessors in interest, successors in interest, and employees.

37) Request for Exclusion. “Request for Exclusion” shall mean a request by any Class Member for exclusion from the Settlement, or to “opt-out” of the Settlement.

38) Restitution. “Restitution” is payment from the Settlement Fund for a Claim.

39) Service Award. “Service Award” shall mean the amount to be paid to the Class Representative to compensate her for her time and efforts on behalf of the Class, subject to approval of the Court, and which shall not exceed five thousand dollars (\$5,000).

40) Settlement. “Settlement” and “Settlement Agreement” shall mean the agreement by the Parties to resolve this Litigation, the terms of which have been memorialized herein.

41) Settlement Fund. “Settlement Fund” means the non-reversionary cash sum of \$2,500,000 that will be paid by Quorn and that will be used to pay for Claims, Class Counsel’s Fees and Expenses, Administrative Costs, the Service Award and any and all other “all-in” costs associated with the Settlement. Quorn will replenish the Settlement Fund if the Initial Net Settlement Fund is not enough to pay all Claims. The additional funds Quorn will pay over and above the Initial Net Settlement Fund payment amount will be in an amount sufficient to cover all Claims.

II. REQUIRED EVENTS

Promptly after execution of this Settlement Agreement by all Parties:

A. Class Counsel and Defendant’s Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order and obtain entry of the Final Approval Order. Class Counsel, with Quorn’s pre-filing review and approval, shall prepare and file all documents in connection with the Motion for Preliminary Approval and the Motion for Final Approval.

B. In the event that the Court fails to issue the Preliminary Approval Order, or fails to issue the Final Approval Order, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, the Settlement Agreement is voidable with each party returning to their respective pre-settlement posture and without prejudice or waiver to any party's pre-settlement position on any legal or factual issue.

C. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

D. Upon Entry of the Final Approval Order, this Action shall be dismissed, on its merits and with prejudice, subject to the continuing jurisdiction of the Court. The Final Approval Order also will enjoin the prosecution of any litigation or class action related to the Released Claims and Released Parties on behalf of any Class Member.

III. SETTLEMENT TERMS

A. Establishment of Settlement Fund: Quorn will establish the Settlement Fund on the Effective Date of Class Settlement. Claims will be paid from the Settlement Fund subject to the following:

1. To obtain Restitution, Class Members must submit a Claim Form and a Proof of Purchase Receipt, or Alternative Proof of Purchase to the Claims

Administrator during the Claim Period. A Claim submitted under penalty of perjury with all required documentation is presumed to be valid unless there is evidence to suggest that the Claim is not eligible for Restitution or the Claim is, or reasonably appears to be, fraudulent to be determined by the Claims Administrator.

2. The amount of restitution to a Class Member submitting valid claims shall be equal to (a) the actual amount(s) paid by a Class Member for all purchases of a Quorn Product where the Class Member provides a Proof of Purchase Receipt; plus (b) five (\$5) for each purchase of a Quorn Product where the Class Member provides an Alternative Proof of Purchase, subject to the Maximum Restitution Amount for Alternative Proof of Purchase Claims.

3. Any unclaimed amounts in the Initial Net Settlement Fund at the end of Claim Period will not revert to Quorn and instead will be distributed, subject to Court approval, to the Parties' mutually-agreed *cy pres* recipient FARE (Food Allergy Research Education) (www.foodallergy.org), a 501(c)(3) organization that works on behalf of the 15 million Americans with food allergies, including all those at risk for life-threatening anaphylaxis. If for any reason the Court does not approve FARE as the *cy pres* recipient, any such decision by the Court shall not affect the enforceability of the Settlement because the Parties agree that the residual funds shall be distributed in a manner approved by the Court. If the Claims exceed the amount in the Initial Net Settlement Fund, then Quorn

will be required to replenish the Settlement Fund to pay for any and all Claims above the Initial Net Settlement Fund amount, but there will not be any residual to distribute to *cy pres* recipients.

B. Modification of Product Labeling and Promotional Materials: Quorn will (1) modify the current back or side labels (as applicable) on Quorn Products and statements on its website to remove references to “mushrooms, truffles and morels” as types of “fungi” and (2) state in the allergy warning on the Quorn Product labels that mycoprotein is a “mold (member of the fungi family)” in a prominent location at or near the top of the back and/or side of the product label (as applicable), as more specifically detailed herein. Specifically, subject to a twelve (12) month phase in period that commences with the Effective Date of Class Settlement, Quorn will modify the current back label and/or side label (as applicable) on Quorn Products as follows:.

1. Change to Product Description: The product description on the back-label or side-label (as applicable) for Quorn Products will be changed as follows:

- i. Current Label Statement #1: “Quorn [Product Name] are made with mycoprotein (‘myco’ is Greek for ‘fungi’) and are completely meatless and soy-free. There are believed to be over 600,000 varieties of fungi in the world, many of which are among the most sought after foods like varieties of mushroom, truffles, and morels. For more information on nutritious mycoprotein check out our website above.”
- ii. Modified Label Statement #1: “Quorn [Product Name] are made with mycoprotein (‘myco’ is Greek for ‘fungi’) and are completely meatless and soy-free. For more information on nutritious mycoprotein check out

our website above.”

2. Change to Location and Language of Allergy Warning: The “Allergic Consumers” section on the back label and/or side label of Quorn Products will be moved from its current location and will be prominently placed at or near the top of the back and/or side label (as applicable) and the statements in the “Allergic Consumers” section will be modified as follows:

- i. Current “Allergic Consumers” Statement: “There have been rare cases of allergic reactions to products that contain mycoprotein, a member of the fungi/mold family. Mycoprotein is high in protein and fiber which may cause intolerance in some people. [¶] We do not use any ingredients derived from genetically modified sources in this product.”
- ii. Modified “Allergic Consumers” Statement: “There have been rare cases of allergic reactions to products that contain mycoprotein, a mold (member of the fungi family). Mycoprotein is high in protein and fiber which may cause intolerance in some people. [¶] We do not use any ingredients derived from genetically modified sources in this product.”

3. Changes to Quorn Website: The changes to the Product Description and the allergy statements in Section III(B)(1) and III(B)(2) also apply to the Quorn website, which contains similar references to “mushrooms, truffles and morels” as types of “fungi” and allergy information in the “Intolerance and Allergy Advice” section. Quorn agrees the statement “There are believed to be over 600,000 varieties of fungi in the world, many of which are among the most sought after foods like varieties of mushroom, truffles, and morels” or its functional equivalent

will not be used in any future label of Quorn Products or promotional material that describes Quorn Products.

4. No Requirement to Withdraw Current Products. These label changes will only be required to be made to new Quorn Products manufactured after the Effective Date of Class Settlement and imposes no obligation on Quorn to withdraw Quorn Products from retailers.

5. Court Enforcement. The Court will retain jurisdiction to enforce compliance with the provisions in this Agreement, including but not limited to the required modifications to Quorn's product labeling and promotional materials.

IV. NOTICE AND RELATED PROVISIONS

A. Notice: Class Notice will be provided via the Notice Procedure by the Claims Administrator.

B. Notice to Governmental Entities: The Claims Administrator will provide notice of this Settlement Agreement and provide copies of other documents to governmental entities or agencies as required by the Class Action Fairness Act ("CAFA") or any other law.

C. Costs for the Notice Procedure, sending required notices to governmental entities, maintaining an "800" call in number that provides pre-recorded answers to commonly asked claims or settlement questions, and all Claims Administrator costs will be paid from the Settlement Fund. The combined total costs of the Claims Administrator and for the Notice Procedure will not exceed \$150,000. This total includes the Initial Administration Cost Deposit.

D. The Claims Administrator will maintain a settlement website from the date the Class Notice is first published. This website will be maintained until the Effective Date of the Settlement and will: (1) allow for online submission of Claims during the Claim Period; (2)

provide instructions on how to file an online or paper Claim during the Claim Period; (3) provide instructions on how to contact Class Counsel for assistance; (4) contain a copy of the Class Notice, Claim Form, and the Settlement Agreement; and (5) contain other information Quorn and Class Counsel mutually agree is relevant for dissemination to Class Members regarding the Settlement. The Claims Administrator also will maintain an 800 number providing recorded answers to commonly asked claims or settlement questions.

E. The Parties agree that any publications by Class Counsel (through websites, website postings, chat rooms, media interviews, etc.) or any other communications by the Parties regarding this Settlement will be consistent with the Settlement Agreement, Class Notice, Claim Form, Preliminary Approval Order, Final Approval Order, and any press release that may be mutually prepared and agreed upon by the Parties. Nothing in this paragraph shall limit (1) Class Counsel's ability to communicate with the Class Representative, Class Members (in response to Class Member calls or via emails sent to Class Counsel), or the Court, and (2) Quorn's ability to communicate with its customers on day-to-day issues, distributors, product resellers, or the Court.

V. CLAIMS ADMINISTRATOR

A. Class Counsel and Quorn will jointly retain the Claims Administrator to effectuate the Notice Procedure, establish and maintain a settlement website, and to receive and process Claims.

B. The Claims Administrator will be responsible for implementing and administering Restitution claims by Class Members and other tasks that include, but that are not limited the following:

- (1) Receive and conduct a validation screening of Claims to determine

timeliness of submission, completeness of the Claim, and submission of Proof of Purchase Receipt, or Alternative Proof of Purchase; and

(2) Collect and transmit to Class Counsel and Quorn the names and contact information of Class Members who Request Exclusion or “opt out” of the proposed Settlement or object to the proposed settlement.

C. Any Claimant whose Claim is deemed incomplete (e.g. lacking Required Documentation) will promptly receive from the Claims Administrator by e-mail (or mail, if the Claimant submitted a paper claim) a written explanation stating the reasons, including steps the individual can take to cure the deficiencies. The Claimant receiving such notice will be allowed thirty (30) days to submit materials to cure the deficiencies. Failure to provide the curative information requested by the Claims Administrator will result in a denial of the Claim.

D. The Claims Administrator, on a monthly basis, or such other time as the parties may request, shall provide to Class Counsel and Defendant’s Counsel summary information concerning the number of Claims made, number of Claims returned for incompleteness, and number of Claims pending in claim processing, number of Claims validated, and the total amount of Restitution payments to be made on validated Claims.

E. No later than ten (10) days prior to the date Plaintiff’s Motion for Final Approval is to be filed, the Claims Administrator shall provide Class Counsel with an affidavit or declaration to be filed with the Court along with the papers submitted by Class Counsel in support of the Final Approval Motion, attesting that Notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or those otherwise required by the Court; and summary information concerning the number of Requests for Exclusion and

Objections.

F. All approved Claims will be paid by the Claims Administrator within thirty (30) days after the expiration of the Claim Period or the Effective Date of Class Settlement, whichever is later. Based on the election of the Class Member on the Claim Form, payments for approved Claims will be made either electronically via Automated Clearing House (ACH) or by check. If a Claim is paid by check, check must be cashed within ninety (90) days from the date of issuance, as stated on the face of the check. If the checks remain uncashed or expire, it can be reissued to the claimant upon request. If no request is made for a new check, funds on expired checks will revert back to the Initial Net Settlement Fund and will be used to pay Claims or be paid to *cy pres*.

VI. REQUESTS FOR EXCLUSION BY CLASS MEMBERS

A. Any Class Member may make a Request for Exclusion by mailing or delivering such request in writing to the Claims Administrator at the addresses set forth in the Class Notice. Any Request for Exclusion must be postmarked or delivered not later than thirty (30) days after the publication of the Class Notice or on such other date specified in the Court's Preliminary Approval Order. The Request for Exclusion shall (i) state the Class Member's full name and current address, and (ii) specifically state his or her desire to be excluded from the Settlement and from the Class. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Class Member being bound by the terms of the Settlement.

B. Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

C. The Parties shall jointly report the names of all individuals who have submitted a

Request for Exclusion to the Court no less than ten (10) days prior to the Final Approval Hearing.

VII. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

A. The Parties will request that the Court enter an order requiring any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, to file a written notice of objection via the Court's ECF system by the Objection Date, which the parties propose be set for thirty (30) days from the date of the Class Notice is first published or such date as otherwise ordered by the Court. To state a valid objection to the Settlement, an objecting Class Member must include in their objection: (i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Class, including but not limited to a valid Claim form with a Proof of Purchase Receipt or Alternative Proof of Purchase; (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; and (iv) provide copies of any other documents that the objector wishes to submit in support of his/her position. Subject to approval of the Court, any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or object to any petitions for attorneys' fees, service awards, and reimbursement of reasonable litigation costs and expenses. If the objecting Class Member intends to appear at the Final Approval hearing, he or she must also file with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear") by the Objection and Comment Date. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Class Member (or his/her counsel) will present to the Court in connection with the Final Approval Hearing. Any Class

Member who does not provide a Notice of Intention to Appear in complete accordance with specifications set forth in the Class Notice, subject to approval by the Court, may be deemed to have waived any objections to the Settlement and may be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

B. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Class Members. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to file such notice of objection or request to be heard with the Court via the Court's ECF system, and to serve on the Claims Administrator by mail or hand delivery any such notice of objection or request to be heard, at the addresses set forth in the Class Notice, by no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Court, along with the required information and documentation set forth above, or to serve them as provided above, may not be heard during the Final Approval Hearing, their objections may be waived and their objections may not be considered by the Court, at the Court's discretion.

C. Class Counsel agrees that it will be solely responsible for defending the Court's Final Approval Order or Final Approval Order on Fees in the event of an appeal. Quorn will make a filing or filings that joins Class Counsel's defense of the Final Approval Order and/or Final Approval Order on Fees (or other order approving Class Counsel's Fees and Expenses or the Class Representative's Service Award), or will not oppose such filings by Class Counsel. Any fees and/or costs incurred by Class Counsel in such appeals, including fees and/or costs

incurred to settle any claims by objectors, are the sole responsibility of Class Counsel. Class Counsel may not seek to recover for such fees and/or costs that may be over and above what the Court awards as Class Counsel's Fees and Expenses either from the Settlement Fund or from Quorn.

VIII. MUTUAL RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

A. By this Settlement Agreement and the following Release, Defendant and Released Parties are released from any and all claims or causes of action that were, or could have been, asserted (under the laws of the United States or any of its fifty states, whether in tort, contract, statutory, or otherwise) by the Plaintiff or any Class Members against them in the Litigation regarding the Released Claims. Without assuming that the Release given by this Settlement Agreement is a general release, Plaintiff and Class Members expressly waive and relinquish all such claims or causes of action to the fullest extent permitted by law. Plaintiff and the Class Members recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and accompanying Judgment, Plaintiff and the Class Members fully, finally, and forever settle and release any and all of the Released Claims. The Parties acknowledge that the foregoing waiver and release was bargained for and is a material element of the Settlement Agreement.

B. This Settlement Agreement does not affect the rights of Class Members who timely and properly Request Exclusion from the Settlement Agreement. The Settlement Agreement does not release claims for personal injury, property damage, or claims for subrogation.

C. Upon issuance of the Final Approval Order: (i) the Settlement Agreement shall

be the exclusive remedy for the Released Claims for any and all Class Members, except those who have opted out in accordance with the terms and provisions hereof; (ii) Defendant and Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Litigation except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against Defendant and Released Parties.

IX. ADMINISTRATION, ATTORNEYS' FEES, AND INCENTIVE AWARDS

A. All expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Class Notice, and the cost of distributing and administering the benefits of the Settlement Agreement, shall be paid from the Settlement Fund, subject to the limitations contained herein and approval of the Court. For the purposes of this Settlement Agreement only, Defendant agrees to not oppose Class Counsels' application for attorney's fees and costs up to One Million Three-Hundred Fifty Thousand Dollars (\$1,350,000), and Class Counsel agrees that their application for fees and costs will not exceed One Million Three-Hundred Fifty Thousand Dollars (\$1,350,000). The Claims Administrator will issue a single check payable to Yuhl Carr LLP for Class Counsel's Fees and Expenses as approved by the Court, to be paid from the Settlement Fund, within ten (10) business days after the Effective Date of Fees Settlement provided all required documentation, such as W-9 forms, and payment instructions are timely provided by Class Counsel.

B. Quorn agrees that, subject to Court approval, Class Counsel may apply to the Court for the payment of a Service Award to the Class Representative that does not exceed \$5,000. The Service Award as approved by the Court shall be paid by the Claims Administrator from the Settlement Fund by check to the Class Representative, and delivered to Class Counsel

within ten (10) days after the Effective Date of Class Settlement, provided required documentation such as W-9 forms, timely are provided by the Class Representative.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiff, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiff and constitutes their legal, valid, and binding obligation.

B. Quorn, through its undersigned attorneys, represents, and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Quorn of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Quorn. This Settlement Agreement has been duly and validly executed and delivered by Quorn and constitutes its legal, valid, and binding obligation.

XI. MISCELLANEOUS PROVISIONS

A. This Settlement Agreement is not to be used in evidence (except in connection with obtaining approval of this Settlement Agreement and enforcing its terms) and shall not at any time be construed or deemed to be any admission or concession by Quorn with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. Quorn specifically denies all of the allegations made in connection with the Litigation. Neither this Settlement Agreement nor any class certification pursuant to it shall constitute, in this or in

any other proceeding, an admission by Quorn, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Litigation, or any other litigation, except for the limited purpose of settlement pursuant to this Settlement Agreement. This Settlement Agreement also is made with the Parties' express understanding and agreement that (a) under applicable laws, it is appropriate that a class be certified for settlement purposes only; (b) Quorn contests and denies that any class, including the proposed Settlement Class, is suitable for certification as a class under the law of any jurisdiction, other than solely for the purposes of this Settlement Agreement; and (c) notwithstanding any other provisions of this Settlement Agreement, all actions and proceedings pursuant to it shall be consistent with the foregoing. This provision shall survive the expiration or voiding of the Settlement Agreement.

B. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Final Approval Order is not entered or a Final Approval Order is subsequently reversed by an appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into.

C. The Parties agree that Quorn may withdraw or terminate this Settlement Agreement prior to the Final Approval Hearing if more than 500 Class Members have submitted valid and timely Requests for Exclusion. For purposes of determining whether the conditions for

withdrawal or termination of the Settlement Agreement have occurred, copies of all Requests for Exclusion timely received, together with copies of all written revocations of Requests for Exclusion, shall be delivered to the Defendant's Counsel within three (3) days of receipt by the Claim Administrator, but, in no event, later than ten (10) Court days before the Final Approval Hearing. Moreover, the Claims Administrator will furnish a report concerning Requests for Exclusion to Class Counsel within the same time frame. In the event of a withdrawal from this Settlement Agreement in accordance with the terms of this paragraph, this Settlement Agreement shall become null and void and of no further force and effect.

D. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

E. Capitalized words, terms and phrases are used as defined in §I, above.

F. This Settlement Agreement may not be modified or amended except in writing and signed by all of the Parties.

G. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

H. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his, her, or its own costs of the Litigation.

I. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in any of the

Settlement papers.

J. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the release. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement Agreement, ensuring compliance with the reimbursement and replacements as provided herein, and allowing for discovery related to objectors, if any.

K. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

L. This Settlement Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

M. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement

Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, shall be submitted to the Court for resolution.

N. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this agreement or by order of the Court, the day of the act, or default, from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this agreement, and to modify or supplement any notice contemplated hereunder.

O. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this agreement shall not be deemed a waiver of any provision of this agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

P. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

Jason M. Frank, Esq.
Scott H. Sims, Esq.
Frank Sims & Stolper LLP
19800 MacArthur Blvd, Suite 855

For Quorn:

Eric Y. Kizirian, Esq.
Lewis Brisbois Bisgaard & Smith, LLP
633. W. 5th Street, Suite 4000
Los Angeles, California 90071

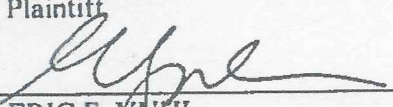
Irvine, CA 92612
(949) 201-2400 (Telephone)
jfrank@lawfss.com
ssims@lawfss.com

(213) 250-1800 (Telephone)
Eric.kizirian@lewisbrisbois.com

Eric F. Yuhl of Yuhl Carr, LLP as co-Class Counsel shall also be sent a copy by electronic mail
at eyuhl@yuhlcarr.com.

IN WITNESS WHEREOF, Plaintiff and Quorn, by and through their respective counsel,
have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 12/16/16 
KIMBERLY BIRBROWER
Plaintiff

Dated: 12/15/16 
ERIC F. YUHL
YUHL CARR, LLP
Attorneys for Plaintiff

Dated: 12-14-16 
JASON M. FRANK
FRANK SIMS STOLPER LLP
Attorneys for Plaintiff

Dated: ~~12/14/16~~
Print: _____
As the Duly Authorized Corporate Representative
of Quorn Foods, Inc.

Dated: _____
ERIC Y. KIZIRIAN
LEWIS BRISBOIS BISGAARD & SMITH LLP
Attorneys for Quorn Foods, Inc.

Irvine, CA 92612
(949) 201-2400 (Telephone)
jfrank@lawfss.com
ssims@lawfss.com

(213) 250-1800 (Telephone)
Eric.kizirian@lewisbrisbois.com

Eric F. Yuhl of Yuhl Carr, LLP as co-Class Counsel shall also be sent a copy by electronic mail at eyuhl@yuhlcarr.com.

IN WITNESS WHEREOF, Plaintiff and Quorn, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____

KIMBERLY BIRBROWER
Plaintiff

Dated: _____

ERIC F. YUHL
YUHL CARR, LLP
Attorneys for Plaintiff

Dated: _____

JASON M. FRANK
FRANK SIMS STOLPER LLP
Attorneys for Plaintiff

Dated: 20-12-16 - _____

Print: [Signature]
As the Duly Authorized Corporate Representative
of Quorn Foods, Inc.

Dated: 12/21/2016 _____

ERIC Y. KIZIRIAN
LEWIS BRISBOIS BISGAARD & SMITH LLP
Attorneys for Quorn Foods, Inc.