

**Attention purchasers of Bertolli Brand Olive Oil
Between May 23, 2010 and April 16, 2018**

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

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

- This notice concerns a case called *Koller v. Deoleo USA, Inc.*, Case No. 3:14-cv-02400-RS (United States District Court for the Northern District of California).
- This class action settlement will completely resolve the lawsuit against Deoleo USA, Inc. (“Deoleo” or “Defendant”).
- The lawsuit contends that certain “Bertolli” brand olive oil products (the “Products”) were inappropriately marketed as “Imported from Italy” and/or “Extra Virgin.” It seeks a court order to preclude that marketing and to provide payments to purchasers.
- Deoleo denies any wrongdoing. It contends that the Products have always been truthfully marketed and labeled.
- To settle the case, Deoleo will pay \$7,000,000.00 into a settlement fund. Each member of the class who submits a valid claim form will receive a cash payment from the fund for each Product purchased during the applicable time period. Your total recovery will depend on the number of Products you purchased, and the number of Products purchased by other class members who submit a claim. You can make a claim for up to five products purchased by your household, unless you submit Proof of Purchase, in which case there is no limit. Any leftover funds after payment of attorneys’ fees, payments to the class representatives, class notice and administration expenses, and payment of valid claims will go to charitable organizations.
- The lawyers who brought the lawsuit will ask the Court for reimbursement of their out-of-pocket expenses of approximately \$150,000.00 and up to \$2,100,000.00 fees for investigating the facts, litigating the case, and negotiating the settlement. They will additionally ask for up to \$11,000.00 for the Plaintiffs who brought this lawsuit, as class representative awards. If the Court approves, these amounts would be paid to Plaintiffs and the lawyers out of the settlement fund.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.
- This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.oliveoilsettlement.com. Alternatively, you can contact the claim administrator at Koller v Deoleo Settlement, Claim Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103, or class counsel at Gutride Safier LLP, 100 Pine Street, Suite 1250, San Francisco, CA 94111.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive payment under the Settlement for your purchases.	September 28, 2018
EXCLUDE YOURSELF	Get out of the lawsuit and the settlement. This is the only option that allows you to ever bring or join another lawsuit that raises the same legal claims released by this settlement. You will receive no payment.	July 12, 2018
OBJECT	Write to the Court about why you do not like the settlement, the amount of attorneys' fees and expenses, or the payment to the Plaintiffs.	July 12, 2018
GO TO A HEARING	Speak in Court about the settlement. (If you object to any aspect of the settlement, you must submit a written objection by the Objection Deadline.)	August 9, 2018
DO NOTHING	You will receive no payment and have no right to sue later for the claims released by the settlement.	

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement. If there are appeals, payment will not be sent until the appeals are resolved and the settlement becomes effective. Please be patient and continue to check the settlement website for updates.

Final Approval Fairness Hearing

On **August 9, 2018 at 1:30 p.m.**, the Court will hold hearings to determine (1) whether the proposed settlement is fair, reasonable and adequate and should receive final approval; (2) whether to grant the applications for attorneys' fees and/or expenses brought by the Plaintiffs' Counsel; and (3) whether to grant the application for a class representative payment to the Plaintiffs who brought the lawsuit. The hearing will be held in the San Francisco Courthouse, Courtroom 3 - 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102. The hearing will be held in the courtroom of the Honorable Richard Seeborg. This hearing date may change without further notice to you. Consult the settlement website at www.oliveoilsettlement.com for updated information on the hearing date and time.

TABLE OF CONTENTS

How Do I Know If I Am Affected By The Settlement?.....	3
What Is The Lawsuit About?.....	4
What Do Plaintiffs Seek To Recover In The Lawsuit?.....	5
Why Is This Case Being Settled?.....	5
What Is The Settlement?.....	6
What Can I Get In The Settlement?.....	6
How Do I Make A Claim?.....	7
What Do Plaintiffs And Their Lawyers Get?.....	7
What Claims Are Released By The Settlement?.....	8
How Do I Exclude Myself From The Settlement?.....	8
How Do I Object To The Settlement?.....	9
When Will The Court Decide If The Settlement Is Approved?.....	9
Special Notice for Members of the California Litigation Class.....	10
How Do I Get More Information?.....	10

How Do I Know If I Am Affected by The Litigation and Settlement?

This case involves three types of Bertolli brand olive oil sold in the United States during specified time periods:

- Bertolli Extra Virgin Olive Oil: May 23, 2010 and April 16, 2018.
- Bertolli Extra Light Olive Oil: May 23, 2010 and December 31, 2015
- Bertolli Classico Olive Oil: May 23, 2010 and December 31, 2015

The Extra Virgin products shall be referred to as the “Extra Virgin Olive Oil Products.” The Extra Light and Classico Olive Oil Categories shall be referred to as the “Other Olive Oil Products.” The word “Products” by itself means both the Extra Virgin Olive Oil Products and the Other Olive Oil Products.

For purposes of settlement only, the Court has conditionally certified the following settlement class: All persons who, between: (i) May 23, 2010 and April 16, 2018, purchased, in the United States, any

of the Extra Virgin Olive Oil Products except for resale and/or (ii) between May 23, 2010 and December 31, 2015, purchased, in the United States, any of the Other Olive Oil Products.

The following are not members of the Settlement Class: (1) the Honorable Richard Seeborg; the Honorable Joseph C. Spero; the Honorable Edward Infante (ret.); (2) any member of their immediate families; (3) any government entity, (4) Defendant; (5) any entity in which Defendant has a controlling interest; (6) any of Defendant's subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; (7) counsel for the Parties; and (8) any persons who timely opt-out of the Settlement Class.

If the settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue, but only on behalf of purchasers in California. California classes of the purchasers have already been certified by the Court. Those classes were defined as follows: the "(i) Imported From Italy Class: All purchasers in California of liquid Bertolli Extra Light, Classico, or Extra Virgin olive oil, between May 23, 2010 and May 30, 2014, except for those bearing labels "Organic," "Robusto," "Gentile," or "Fragrante;" and the "(ii) Extra Virgin Olive Oil Class: All purchasers in California of bottles of Bertolli Extra Virgin olive oil, between May 23, 2010 and August 15, 2015, except for those bearing labels "Organic," "Robusto," "Gentile," or "Fragrante." In this notice, these groups will be referred to as the California Litigation Classes. Members of the California Litigation Classes have the same rights as all Settlement Class members as explained in this notice, except that they will remain part of the case even if the Settlement is rejected, as specified in the section "Special Notice for Members of the California Litigation Classes."

What Is The Lawsuit About?

A lawsuit was brought against Deoleo USA Inc. The lawsuit alleges that that Deoleo marketed and sold its Bertolli brand of olive oil with the representation "Imported from Italy," although most of the oil was extracted in countries other than Italy, from olives grown in those countries. The lawsuit also alleges that, with respect to the olive oil labeled "Extra Virgin," Deoleo's procurement, bottling, and distribution practices did not adequately ensure that the oil would meet the "extra virgin" standard through the date of retail sale or the "best by" date on the bottles. The lawsuit challenges the alleged misrepresentations on behalf of the Plaintiffs and consumers who bought the Products.

Deoleo denies that there is any factual or legal basis for the lawsuit. Deoleo contends that its labeling is accurate, not misleading, and in compliance with all applicable rules and regulations. Deoleo further contends that at all times it identified all countries of origin of the olive oil on the label of the bottles. It also contends that its Extra Virgin Olive Oil met or exceeded extra virgin standards when bottled and sold. Deoleo therefore denies any liability. It further denies that the Plaintiffs or any other members of the Settlement Classes have suffered injury or are entitled to monetary or other relief. Deoleo also denies that this case can be certified as a class action, except for purposes of settlement.

The Court has not determined whether Plaintiffs or Deoleo are correct.

What Do Plaintiffs Seek to Recover In The Lawsuit?

Plaintiffs allege that by marketing the Products as “Imported from Italy” and/or “extra virgin,” Deoleo caused people to purchase the Products who would not otherwise have done so. They also contend that the Products were sold at a higher price than they would have been sold without the representations “Imported from Italy” and/or “extra virgin.” The complaint seeks to recover the dollar volume of extra sales, and the dollar amount of the “premium” price, that is attributable to the alleged misrepresentations. Plaintiffs contend that, based on their economics expert’s regression analysis, the retail premium attributable to the “extra virgin” representation on the Extra Virgin Olive Oil Products averages 14.37% of the purchase price; the retail premium attributable to the “Imported from Italy” representation on the Extra Virgin Olive Oil Products averages an additional 3.76% of the purchase price; the retail premium attributable to the “Imported from Italy” representation on the Classico Olive Oil Products averages 17.34% of the purchase price; and the retail premium attributable to the “Imported from Italy” representation on the Extra Light Olive Oil Products averages 13.45% of the purchase price.

Deoleo denies that it did anything wrong, denies that the its olive oil products were sold at a price premium or that consumers were economically harmed by purchasing the Products as claimed by Plaintiffs, and denies that anyone is entitled to any monetary or other relief.

Why Is This Case Being Settled?

This case has been pending since May 23, 2014. Since then, Plaintiffs’ Counsel has investigated the manufacturing, marketing, and labeling of the Products. Plaintiffs’ Counsel has reviewed hundreds of thousands of pages of documents produced by Deoleo. In addition, Plaintiffs’ Counsel has taken five depositions of Deoleo’s employees and served subpoenas on third parties. The parties also have exchanged written responses, under oath, to questions posed by the other party. Plaintiffs’ Counsel has also retained experts and deposed experts retained by Deoleo. On August 24, 2017, the Court certified the California Litigation Classes.

Based on its investigation, Plaintiffs’ Counsel has determined that there are significant risks of continuing the litigation. In particular, there may be difficulties establishing: (1) that Deoleo’s marketing and advertising of the Products were false or likely to deceive or confuse reasonable persons; (2) that the “Imported from Italy” and/or “extra virgin” representations were material to reasonable consumers; (3) that any premium can be attributed to the representations, and/or (4) that damages or restitution should be awarded or, if so, that any such award should be more than nominal. In particular, it may be difficult to establish that the volume of sales, or the pricing of Products, would have differed had the marketing and labeling been different.

On November 6, 2017, the Parties participated in an all-day mediation conducted by Honorable Justice Edward Infante (retired) at JAMS in San Francisco, California. After the mediation, the parties agreed to this settlement.

After taking into account the risks and costs of further litigation, Plaintiffs and their counsel believe that the terms and conditions of the settlement are fair, reasonable, adequate, and equitable, and that the settlement is in the best interest of the Settlement Class members.

What Is the Settlement?

During the pendency and as a result of the lawsuit, Deoleo removed the phrase “Imported from Italy” from all Products imported into the United States, and it began bottling its extra virgin olive oil in dark glass bottles. Deoleo has agreed not to use the phrases “Imported from Italy,” “Made in Italy,” “Product of Italy,” or a phrase suggesting that olive oil in a bottle originates exclusively from olives grown in Italy on the labeling of any olive oil product sold in the United States, until at least three years after the Effective Date, unless the product so labeled is composed entirely of oil from olives grown and pressed in Italy. Deoleo has also agreed, for at least three years after the Effective Date, that if it uses the phrase “Extra Virgin” or term “EVOO” on the product label of any olive oil, it must do all of the following: (i) package the olive oil in a non-transparent (UV filtering) container, e.g., a green or brown glass container; (ii) include a “best by” or “use by” date not later than sixteen months after the date of bottling; (iii) include the date(s) of harvest of the olives used to manufacture the olive oil in proximity to the “best by” date; and (iv) implement the following chemical parameter testing requirements set forth under “Target Limit” at the time of bottling (which are stricter than the current limits set forth in the preceding column under “IOC Limit”):

Parameter	IOC Limit	Target Limit
Acidity (%)	≤ 0.8	≤ 0.5
Peroxide value (mEq)2/kg)	≤ 20	≤ 10
K270	≤ 0.22	≤ 0.15
K232	≤ 2.50	≤ 2.1
Delta-K	≤ 0.01	≤ 0.005

In addition, as part of the settlement, Deoleo will pay \$7,000,000.00, which will be used to pay claims of settlement class members and the costs of administering the settlement, plus amounts awarded by the Court to Plaintiffs and their attorneys. That amount paid by Deoleo will be held in an account managed by the Claim Administrator. The settlement fund will pay, in the following order: (i) all costs and payments associated with sending notice to the settlement class and administering the settlement, including payments to the claim administrator; (ii) any necessary taxes and tax expenses on the escrow fund; (iii) any award of attorneys’ fees and costs made by the Court to the lawyers for Plaintiffs; (iv) any incentive awards made by the Court to Plaintiffs for their service as class representatives; (v) the valid claims submitted by settlement class members.

If after payment of items (i) through (iv), the total amount remaining in the settlement fund is insufficient to pay the valid claims under item (v), then each such valid claim shall be proportionately reduced. If after payment of items (i) through (v), there remains money in the settlement fund, then each such valid claim under (v) shall be proportionately increased as set forth in the next section.

If after the proportional increase, there is still money in the settlement fund, it shall be paid to charities approved by the Court, who are currently proposed to be the Consumers Union, Yonkers NY and the Center for Food Safety, Washington, DC.

What Can I Get In The Settlement?

If you timely file a claim that complies with the instructions on the claim form and in this notice, you will receive a refund per Product purchased. The amounts that you can receive are set forth in the following table:

Product	Purchase Date	Minimum Payment	Maximum
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		per Product Purchased (subject to pro-rata reduction if large number of claims are received)	Payment per Product Purchased (if small number of claims received)
Extra Virgin Olive Oil	May 23, 2010 through December 31, 2015	\$1.75	\$8.75
Extra Virgin Olive Oil	January 1, 2016 through April 16, 2018	\$0.75	\$3.75
Classico or Extra Light Olive Oil	May 23, 2010 through December 31, 2015	\$1.50	\$7.50

Your household can make a claim for only up to five Product purchases and will receive a maximum combined recovery of \$25 for all claimed purchases, unless you submit proof of purchase. There is no limit on the total recovery for items for which you submit proof of purchase. “Proof of purchase” means itemized retail sales receipts showing, at a minimum, the name of the product, and the date, place and amount of purchase. “Household” means one or more persons living at the same address.

Cash payments will be distributed only if the Court gives final approval to the proposed settlement and only after any appeals are resolved. If the Court does not approve the settlement, if the settlement is overturned on appeal, or if the settlement is terminated, no cash payments will be distributed.

How Do I Make A Claim?

To make a claim, you must fill out the claim form available on this settlement website, www.oliveoilsettlement.com. You can submit the claim form online, or you can print it and mail it to the claim administrator at: Koller v Deoleo Settlement, Claim Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103. If submitted online, claim forms must be submitted no later than September 28, 2018 after final approval. If mailed, claim forms must be *received by the Claim Administrator* (not just postmarked), no later than September 28, 2018.

What Do Plaintiffs And Their Lawyers Get?

To date, Plaintiffs’ lawyers have not been compensated for any of their work on this case. Plaintiffs’ lawyers will present evidence to the Court that they have spent more than 2,750 hours litigating this case. In addition, Plaintiffs’ lawyers will present evidence that they have paid out-of-pocket expenses (including deposition transcript fees, court reporter fees, filing fees, service costs, copying costs, and travel expenses) of more than \$100,000.00. None of these expenses have yet been reimbursed. As part of the settlement, Plaintiffs’ lawyers may apply to the Court to award them up to \$2,100,000.00 to pay their attorneys’ fees and up to \$150,000.00 in out-of-pocket expenses.

In addition, the named Plaintiffs in this case may apply to the Court for incentive awards of between \$1,000 and \$5,000 each, for a combined total of not more than \$11,000.00. These payments are designed to compensate the Plaintiffs for the time, effort, and risks they undertook in pursuing this litigation and for executing a broader release of claims than other Settlement Class members.

Plaintiffs and their lawyers will file a motion with the Court on or before **June 28, 2018**, in support

of their applications for attorneys' fees, costs, and expenses and payments to the Plaintiffs. A copy of that motion will be available on the settlement website. The Court will determine what amounts of fees, costs, expenses, and class representative payments to award.

The award of attorneys' fees, costs and expenses will be paid to Plaintiffs' lawyers within seven days after the Court grants final approval to the settlement. If the order finally approving the settlement is later reversed on appeal, Plaintiffs' lawyers will be required to repay to the settlement fund the previously awarded fees, costs and expenses, plus interest.

What Claims Are Released By The Settlement?

The settlement releases all claims by members of the Settlement Classes against Deoleo and its affiliates that were or could have been asserted by Plaintiffs in this litigation, and that relate to the allegations that the Products were improperly labeled, marketed, or advertised as "Imported from Italy" and/or "extra virgin." This release includes claims that may not yet be known or suspected. This means that, in exchange for being eligible for the cash benefits as a Settlement Class member, you will not be able to sue, continue to sue, or be part of any other lawsuit against Deoleo and/or any of its affiliates that involves the settled claims. For further information, please see Section 8.2 of the Settlement Agreement.

How Do I Exclude Myself From The Settlement And Litigation?

You can exclude yourself from the settlement class if you wish to retain the right to sue Deoleo separately for the claims released by the settlement. If you exclude yourself, you cannot file a claim or object to the settlement. You need **not** exclude yourself if you merely want to retain a right to sue for personal injury arising out of your use of the Products.

To exclude yourself, you must complete and submit the online form at the settlement website www.oliveoilsettlement.com, or mail a request to exclude yourself from the settlement to the claim administrator at:

Class Action Opt Out
Attn: Koller v. Deoleo
PO Box 30456
Philadelphia, PA 19103

If mailed, the exclusion request must contain your name, address, the words "I wish to be excluded from the Deoleo Olive Oil Class Action Settlement," and your signature.

If submitted online, exclusion requests must be submitted by **July 12, 2018**. If mailed, exclusion requests must be *received by the Claim Administrator* (not postmarked) by **July 12, 2018**.

How Do I Object To The Settlement?

You can ask the Court to deny approval of the settlement or of the award to the Plaintiffs and their attorneys by timely submitting an objection to the Clerk of the Court. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement or reduce the amount

awarded to the Plaintiffs and their attorneys. If the Court denies approval to the entire settlement, no cash payments will be sent out, and the lawsuit will continue.

You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. If you want to raise an objection to the settlement at the Final Approval hearing, you must first submit that objection in writing.

Any objection must include (1) the case name and number *Koller v. Deoleo*, Case No. 3:14-cv-02400-RS (N.D. Cal.); (2) your name, address, and telephone number; (3) documents or testimony sufficient to establish that you are a member of the Settlement Class; (4) a detailed statement of your objection(s), including the grounds for those objection(s); (5) a statement as to whether you are requesting the opportunity to appear and be heard at the final approval hearing; (6) the name(s) and address(es) of all lawyers (if any) who (a) are representing you in making the objection, (b) may be entitled to compensation in connection with your objection, and/or (c) will appear on your behalf at the final approval hearing; (7) the name(s) and address(es) of all persons (if any) who will be called to testify in support of your objection; (8) copies of any papers, briefs, or other documents upon which your objection is based if not already in the court file; (9) a detailed list of any other objections you or your counsel have submitted to any class action in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and (10) your signature as objector, in addition to the signature of your attorney, if an attorney is representing you with the objection. Failure to include this information and documentation may be grounds for overruling and rejecting your objection.

All the information listed above must be electronically filed via the Court's ECF system or delivered to the Clerk of the Court by mail, express mail, or personal delivery such that the objection is *received by* the Clerk of the Court (not just postmarked or sent) on or before **July 12, 2018**. By filing an objection, you consent to the jurisdiction of the Court, including to any order of the Court to produce documents or provide testimony prior to the Final Fairness Hearing.

If you object to the settlement but still want to submit a claim in the event the Court approves the settlement, you must still submit a timely claim according to the instructions described above.

When Will The Court Decide If The Settlement Is Approved?

The Court will hold a hearing on **August 9, 2018 at 1:30 p.m.**, to consider whether to approve the settlement. The hearing will be held in the courtroom of the Honorable Richard Seeborg, San Francisco Courthouse, Courtroom 3 - 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102. The hearing is open to the public. This hearing date may change without further notice to you. Consult the Settlement Website at www.oliveoilsettlement.com or PACER, at <https://ecf.cand.uscourts.gov>, for updated information on the hearing date and time.

Special Notice for Members of the California Litigation Classes

As noted above, the California Litigation Classes are: (1) "All purchasers in California of liquid Bertolli Extra Light, Classico, or Extra Virgin olive oil, between May 23, 2010 and May 30, 2014, except for those bearing labels "Organic," "Robusto," "Gentile," or "Fragrante;" and (2) "All

purchasers in California of bottles of Bertolli Extra Virgin olive oil, between May 23, 2010 and August 15, 2015, except for those bearing labels “Organic,” “Robusto,” “Gentile,” or “Fragrante.” This section provides further information about the rights of the members of the California Litigation Classes.

All sections of this notice apply to you. You have the right to make a claim under this settlement, object to the settlement or exclude yourself, just like other members of the Settlement Class.

If the settlement is not approved, or if the Effective Date does not occur for any other reason, as further explained in the Settlement Agreement, and you have not excluded yourself from the litigation, the litigation will continue on your behalf as a member of the California Litigation Classes. The Court has appointed Plaintiff Scott Koller and Plaintiffs’ Counsel to represent your interests.

If the litigation continues, and a judgment is obtained against the California Litigation Class in favor of Deoleo, that judgment will prevent you from bringing a separate lawsuit against Deoleo for the claims that were or could have been litigated in this case. If judgment is obtained against Deoleo in favor of the California Litigation Class, and you are entitled to any portion of that judgment, you will receive further notification about your rights.

How Do I Get More Information?

You can inspect many of the court documents connected with this case on the settlement website, www.oliveoilsettlement.com. Other papers filed in this lawsuit are available through PACER, the online service for the United States District Courts, at <https://ecf.cand.uscourts.gov>. Alternatively, you may visit the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Ave, San Francisco, CA 94102 from 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

You can contact the Claim Administrator by calling: 1-855-732-9315, by emailing: info@oliveoilsettlement.com, or writing to: Koller v Deoleo Settlement, Claim Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103.

You can also obtain additional information by contacting Plaintiffs’ Counsel at Deoleo Settlement, Gutride Safier LLP, 100 Pine Street, Suite 1250, San Francisco, CA 94111, www.gutridesafier.com.

Do not call or contact the Court concerning this notice, the settlement or the lawsuit.