

If you bought Kettle Brand® Products



**Between January 3, 2010 and February 24, 2015
You Could Receive Money From a Class Action Settlement.**

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

- A proposed nationwide Settlement has been reached in a class action lawsuit involving Kettle Brand® products. The Settlement resolves litigation over whether the Defendant violated state and federal laws regarding the marketing and labeling of its Kettle Brand® products.
- You may be eligible to participate in the proposed Settlement, if it is finally approved, if you purchased any Kettle Brand® products labeled as “All Natural,” “Natural,” “Naturally,” “Made with All Natural Ingredients,” “Natural Promise,” or any other derivation of “natural,” “nothing artificial,” “no preservatives,” “non-GMO,” “non-GMO ingredients,” “only natural colors and flavors,” “natural flavors,” “A Natural Obsession,” “real food ingredients,” “Reduced Fat,” and/or “__% Less Fat” between January 3, 2010 and February 24, 2015.
- The Settlement will provide payments to those who qualify. You will need to file a Claim Form to get a payment from the Settlement.
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM BY AUGUST 1, 2015	This is the only way to get a payment.
EXCLUDE YOURSELF BY JUNE 11, 2015	Get no money from the Settlement. This is the only option that allows you to ever be a part of any other lawsuit against the Defendant about the legal claims in this case.
OBJECT BY JUNE 11, 2015	Write to the Court about why you don’t like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up rights to ever sue the Defendant about the legal claims in this case.

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check the settlement website at www.ChipSettlement.com regularly for updates and further details.
- 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 and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. **Why is there a notice?**

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of the case is the United States District Court for the Southern District of Florida (the “Court”), and the case is called *Deena Klacko v. Diamond Foods, Inc.*, No. 9:14-cv-80005. The people who sued are called the Plaintiffs, and the company they sued, Diamond Foods, Inc., is called the Defendant.

2. **What is this lawsuit about?**

The lawsuit claims that the Defendant violated certain laws in making certain “All Natural,” “Reduced Fat” and/or “__% Less Fat” on the labels of its Kettle Brand® products.

The Defendant denies that it falsely advertised or marketed its products, denies all claims made against it, denies that it violated any laws, denies that its labeling is false or misleading, and denies that the Class Members have suffered any damages or that they have been harmed in any way.

3. **Why is this a class action?**

In a class action, one or more people, called “class representatives,” sue on behalf of people who have similar claims. All these people are in a “class” or “class members,” except for those who exclude themselves from the class. U.S. District Court Judge Beth Bloom in the United States District Court for the Southern District of Florida is in charge of this class action.

4. **Why is there a Settlement?**

The Defendant is not admitting that it did anything wrong, but both sides want to avoid the cost of further litigation. The Court has not decided in favor of the Plaintiffs or the Defendant. The Class Representatives and their attorneys think the Settlement is best for everyone who is affected. The Settlement provides the opportunity for payments and other benefits to Class Members.

WHO IS IN THE SETTLEMENT?

5. **How do I know if I am in the Settlement?**

The Class includes all Persons who, for personal or household use, purchased the Products in the United States from January 3, 2010 through and including the Notice Date. Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Products for resale; (b) Diamond Foods and its employees, principals, affiliated entities, legal representatives, successors, and assigns; (c) any Person who files a valid, timely Request for Exclusion; (d) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); and (e) the judges to whom the Kettle Actions are assigned and any members of their immediate families.



6. **What products are included in the Settlement?**

Kettle Brand® products with the following words on their labels are included in the Settlement: “All Natural,” “Natural,” “Naturally,” “Made with All Natural Ingredients,” “Natural Promise,” or any other derivation of “natural,” “nothing artificial,” “no preservatives,” “non-GMO,” “non-GMO ingredients,” “only natural colors and flavors,” “natural flavors,” “A Natural Obsession,” “real food ingredients,” “Reduced Fat,” and/or “__% Less Fat.”

7. **What if I am still not sure if I am included in the Settlement?**

If you are not sure whether you are a Class Member, or have any other questions about the Settlement Agreement, you should visit the website, www.ChipSettlement.com, or call the toll-free number, 1-877-450-8811.

THE SETTLEMENT BENEFITS

8. **What does the Settlement provide?**

If the Settlement is approved, the Defendant will establish a \$3 million Settlement Fund. After deducting a payment of up to \$7,500 for the Class Representatives (*see* Question 19), a payment of up to \$775,000 for attorneys’ fees and costs (*see* Question 19), and up to \$300,000 to administer the Settlement, the Settlement Fund will be used to make cash payments to Class Members who timely submit valid Claim Forms (*see* Question 11). The amount of cash you may receive depends on the number of Kettle Brand® products you purchased and whether you have proof of purchase. The Defendant will guarantee payment of all valid Claims, up to a maximum of \$2.75 million.

If there is any money remaining in the \$3 million Settlement Fund after all claims, incentive payments, attorneys' fees and costs, and administration expenses are paid, the Defendant will donate to Feeding America free food products with a retail value equaling any money remaining in the Settlement Fund. If the total value of claims filed is more than \$2.75 million, then payments will be reduced proportionally.

Additionally, the Defendant has agreed to provide its "Natural Promise" criteria to ingredient suppliers and verify that the ingredients comply with the "Natural Promise," to create and maintain a database to track ingredients and ingredient supplier verifications, and to conduct annual audits of its ingredient suppliers. The Defendant has also agreed to move the comparison statement on its packages where the "Reduced Fat" or "Less Fat" claim is most prominently displayed and to employ reasonable efforts to obtain non-GMO Project approval for its products.

9. What can I get from the Settlement?

If you submit a valid Claim Form by the deadline, you can get a payment from the Settlement Fund (*see* Question 11). Class Members are eligible to receive \$1 in cash for each Kettle Brand® Product they purchased, up to 20 Products, for a total of up to \$20.

If the total value of claims is more than \$2.75 million, then Class Member payments will be reduced proportionally.

10. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement, you can't sue the Defendant, continue to sue, or be part of any other lawsuit against the Defendant about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The Release is described more fully in the Settlement Agreement and describes exactly the legal claims that you give up if you stay in the Class. The Settlement Agreement is available at www.ChipSettlement.com.

HOW TO GET A PAYMENT

11. How can I get a payment?

To ask for a payment, complete a Claim Form, available at www.ChipSettlement.com or by calling 1-877-450-8811. Class Members are eligible to receive \$1 in cash for each Kettle Brand® Product they purchased, up to 20 Products, for a total of up to \$20, from January 3, 2010 to February 24, 2015. Class Members may file a claim for up to 10 purchases by signing under penalty of perjury that they made qualifying purchases and providing the information requested. Proof of purchase is not required for up to 10 Product purchases. Class Members who want to file a claim for between 11 and 20 purchases must provide the proof of purchase requested on the Claim Form for all such purchases.

Please read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than August 1, 2015 to: *Kettle Chips All Natural Settlement* Claims Administrator, P.O. Box 43324, Providence, RI 02940-3324 or submit your Claim Form online at www.ChipSettlement.com by August 1, 2015.

There is a limit of 1 claim (for up to 20 Product purchases) per household.

The Defendant will guarantee payment of all valid Claims, up to a maximum of \$2.75 million. If the total value of claims is more than \$2.75 million, then Class Member payments will be reduced proportionally.

If you do not submit a valid Claim Form by the deadline, you will not receive a payment.

12. When will I get my payment?

Payments will be mailed to Class Members who send in valid Claim Forms on time, after the Court grants "final approval" to the Settlement and after any appeals are resolved. If Judge Bloom approves the Settlement after a hearing on July 17, 2015, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter that includes the following:

- Your name, address, and telephone number;
- The name of the case (*Deena Klacko v. Diamond Foods, Inc.*, No. 9:14-cv-80005);
- A statement that you want to be excluded from this Settlement; and
- Your signature.

You must mail your exclusion request, postmarked no later than June 11, 2015, to:

If you don't include the required information or submit your request for exclusion on time, you will remain a Class Member and will not be able to sue the Defendant about the claims in this lawsuit.

14. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit.

15. If I exclude myself, can I still get a payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

OBJECTING TO THE SETTLEMENT

16. How can I tell the Court if I do not like the Settlement?

If you are a Class Member, you can object to the Settlement or to Class Counsel's request for fees and expenses. To object, you must send a letter that includes the following:

- Your name, address, telephone number, and, if available, email address;
- The name, address, email address, and telephone number of your lawyer, if you have one;
- The name of the case (*Deena Klacko v. Diamond Foods, Inc.*, No. 9:14-cv-80005);
- The reasons you object to the Settlement;
- A statement of whether you intend to appear at the Fairness Hearing, either with or without counsel;
- A statement of your membership in the Class, including all information required by the Claim Form;
- A detailed list of any objections you or your lawyer have made to any class action settlement submitted to any court in the United States in the previous five years, or a statement that you have not objected to any class action settlement in any court in the United States in the previous five (5) years; and
- Your signature and, if you have one, your lawyer's signature.

Your objection, along with any supporting material you wish to submit, must be mailed and postmarked no later than June 11, 2015, to all of the following addresses:

Court	Class Counsel	Class Counsel
The United States District Court for the Southern District of Florida 701 Clematis Street, West Palm Beach, FL 33401	Benjamin M. Lopatin, Esq. The Law Offices of Howard W. Rubenstein, P.A. One Embarcadero Center, Suite 500 San Francisco, CA 94111	L. DeWayne Layfield, Esq. Law Office of L. DeWayne Layfield, PLLC P.O. Box 3829 Beaumont, TX 77704
Class Counsel	Defendant's Counsel	Defendant's Counsel
Anthony J. Orshansky, Esq. Justin Kachadoorian, Esq. CounselOne, P.C. 9301 Wilshire Boulevard, Suite 650 Beverly Hills, CA 90210	Amanda L. Groves, Esq. Sean D. Meenan, Esq. Winston & Strawn LLP 101 California Street, 35th Floor San Francisco, CA 94111	Joanna C. Wade, Esq. Winston & Strawn LLP 100 North Tryon Street, 29th Floor Charlotte, NC 28202

17. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court has appointed these lawyers and firms as “Class Counsel,” meaning that they were appointed to represent all Class Members: Benjamin M. Lopatin, Esq. of the Law Offices of Howard W. Rubenstein, P.A., L. DeWayne Layfield, Esq. of the Law Office of L. DeWayne Layfield, PLLC; and Anthony J. Orshansky, Esq. and Justin Kachadoorian, Esq. of CounselOne, P.C.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel intends to file a motion on or about February 20, 2015, seeking \$775,000 in attorneys’ fees and costs. The fees awarded by the Court will be paid from the Settlement Fund. The Court will determine the amount of fees to award. Class Counsel will also request that up to \$7,500 be paid from the Settlement Fund to the 3 Class Representatives who helped the lawyers on behalf of the whole Class.

THE COURT’S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on July 17, 2015, at 9:00 a.m. at the United States District Court for the Southern District of Florida, before the Honorable Beth Bloom, District Judge, in Courtroom 207A, U.S. Federal Building and Courthouse, 299 East Broward Blvd., Fort Lauderdale, Florida 33301.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.ChipSettlement.com for updates. At the Fairness Hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But, you may come at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as you mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it’s not necessary.

22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear.” In your letter, you must include the following:

- Your name, address, telephone number, and, if available, email address;
- The name, address, email address, and telephone number of any lawyer(s) who will be appearing on your behalf at the Fairness Hearing;
- The name of the case (*Deena Klacko v. Diamond Foods, Inc.*, No. 9:14-cv-80005); and
- Your signature and, if you have one, your lawyer’s signature.

You must mail your Notice of Intent to Appear, postmarked no later than June 17, 2015, to all of the addresses in Question 16.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the legal issues in this case, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a complete copy of Settlement Agreement and other information at www.ChipSettlement.com You may also write with questions to Class Counsel at the addresses listed in Question 16. You can get a Claim Form at the website, or by calling the toll free number, 1-877-450-8811.

Updates will be posted at www.ChipSettlement.com as information about the settlement process becomes available.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK’S OFFICE CONCERNING THIS CASE.