

## **Attention purchasers of Filippo Berio Olive Oil Between May 23, 2010 and June 30, 2015**

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

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

- The notice concerns a case called *Kumar v. Salov North America Corp.*, Case No. 4:14-cv-02411-YGR (N.D. Cal.).
- This class action settlement will resolve a lawsuit against Salov North America Corp (“SNA” or “Defendant”). It affects all natural persons who, between May 23, 2010 and June 30, 2015, purchased, in the United States, for personal use and not resale, any of the following Filippo Berio branded olive oil products: Robusto Extra Virgin Olive Oil, Extra Virgin Olive Oil, Delicato Extra Virgin Olive Oil, Organic Extra Virgin Olive Oil, Olive Oil, and Light Tasting Olive Oil.
- The lawsuit contends that the Filippo Berio olive oil products were inappropriately labeled as “Imported from Italy.” The lawsuit seeks a court order to preclude such labeling and to provide a payment to customers for a portion of the purchase price.
- SNA denies any wrongdoing. It contends that the products have always been truthfully marketed and labeled, and always properly disclosed the country of origin.
- To settle the case, SNA has agreed not to use the phrase “Imported from Italy” representation except for 100% Italian olive oils produced in Italy from olives grown in Italy. In addition, SNA will provide class members a cash payment of \$0.50 per can or bottle purchased. A minimum of \$2.00 will be paid to any class member who submits a valid claim. Class members can submit claims for up to 10 bottles or cans purchased (up to \$5.00 per household) *without* proof of purchase. Proof of purchase is required to submit claims for more than \$5.00 per household (for more than 10 bottles or cans purchased).
- The lawyers who brought the lawsuit will ask the Court for up to \$982,500 to be paid by SNA as fees and expenses for investigating the facts, litigating the case, and negotiating the settlement. They will additionally ask for \$2,500 for the Plaintiff who brought this lawsuit, as a class representative award.
- 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.SNAOliveOilSettlement.com](http://www.SNAOliveOilSettlement.com), contact the claim administrator at: Kumar v Salov, c/o Heffler Claims Group, P.O. Box 58476, Philadelphia, PA 19102-8476, or contact 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.**

<b>YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>SUBMIT A CLAIM FORM</b>	The only way to receive payment under the Settlement for your purchases.	May 2, 2017
<b>EXCLUDE YOURSELF</b>	Get out of the lawsuit and the settlement. This is the only option that allows you to ever bring or join another lawsuit against SNA that raises the same legal claims released by this settlement. You will receive no payment.	May 2, 2017
<b>OBJECT</b>	Write to the Court about why you don't like the settlement, the amount of attorneys' fees, or the payment to the Plaintiff.	May 2, 2017
<b>GO TO A HEARING</b>	Speak in Court about the settlement. (If you object to any aspect of the settlement, you <b>must</b> submit a written objection by the Objection Deadline.)	2:00 p.m. on May 30, 2017
<b>DO NOTHING</b>	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 made until the appeals are resolved and the settlement becomes effective. Please be patient.

## **Fairness Hearing**

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On May 30, 2017, at 2:00 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 the applications for attorneys' fees and/or expenses brought by the Plaintiff's Counsel should be granted; and (3) whether the application for a class representative payment to the Plaintiff who brought the lawsuit should be granted. The hearing will be held in the United States District Court for the Northern District of California, 1304 Clay Street, Oakland, CA 94612. The hearing will be held in the courtroom of the Honorable Yvonne Gonzales Rogers, which is Courtroom 5, Second Floor. This hearing date may change without further notice to you. Consult the Settlement Website at [www.SNAOliveOilSettlement.com](http://www.SNAOliveOilSettlement.com), or the Court docket in this case available through PACER ([www.pacer.gov](http://www.pacer.gov)), for updated information on the hearing date and time.

### **Important Dates**

May 2, 2017	Claim Form Deadline
May 2, 2017	Objection Deadline
May 2, 2017	Exclusion Deadline
May 30, 2017	Fairness Hearing

## Table of Contents

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

### **1. How Do I Know If I Am Affected By The Litigation and Settlement?**

This case involves Filippo Berio Olive Oil purchased in the United States between May 23, 2010 and June 30, 2015 that was labeled as “Imported from Italy.”

For purposes of settlement only, the Court has conditionally certified a settlement class. The settlement is limited to the following products: Filippo Berio Robusto Extra Virgin Olive Oil, Filippo Berio Extra Virgin Olive Oil, Filippo Berio Delicato Extra Virgin Olive Oil, Filippo Berio Organic Extra Virgin Olive Oil, Filippo Berio Olive Oil, or Filippo Berio Light Tasting Olive Oil. These products will be referred to in this notice as the “Products.” The Settlement Class is defined as “All natural persons who, between May 23, 2010 and June 30, 2015, purchased, in the United States, any Product for personal use, not resale.

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, and only for olive oil Products other than the Filippo Berio Organic Extra Virgin Olive Oil. A class of those purchasers (the “California Litigation Class”) has already been certified by the Court, defined as “All natural persons in California who purchased liquid Filippo Berio brand olive oil of any grade except ‘Organic’ between May 23, 2010 and June 30, 2015.” Members of the California Litigation Class 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 Class.”

## **2. What Is The Lawsuit About?**

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A lawsuit was brought against SNA. The lawsuit alleges that SNA improperly marketed the Products as “Imported From Italy.” The lawsuit alleges that – as disclosed on the back label – most of the olive oil in the Products originates from olives grown in other countries, then shipped to Italy for blending and bottling before being exported to the United States. Plaintiff brought various claims challenging the alleged misrepresentations on behalf of herself and consumers who bought the Products.

SNA denies that there is any factual or legal basis for Plaintiff’s allegations. SNA contends its labeling is accurate, not misleading, and in compliance with all applicable rules and regulations. SNA at all times identified all countries of origin of the olive oil. SNA’s Products are made by skilled Italian artisans who test, taste, and blend olive oils in Italy to achieve the unique Filippo Berio flavor. SNA therefore denies any liability. It also denies that Plaintiff or any other members of the Settlement Class or California Litigation Class have suffered injury or are entitled to monetary or other relief. SNA also denies that this case can be certified as a class action, except for purposes of settlement.

The Court has not determined whether Plaintiff or Defendant is correct.

## **3. What Does Plaintiff Seek To Recover In The Lawsuit?**

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Plaintiff alleges that by labeling the Products as “Imported from Italy,” Defendant caused people to purchase the Products who would not otherwise have done so. It also contends that the Products were sold at a higher price than they would have been sold without the phrase “Imported from Italy.” The complaint seeks to recover, on behalf of a class of all natural persons (other than re-sellers) the dollar volume of extra sales, and the dollar amount of the “premium” price, that is attributable to the alleged misrepresentations. Plaintiff contends that, based on her economics expert’s regression analysis, the retail “premium” attributable to the representation averages approximately \$0.34 per bottle.

Defendant denies that it did anything wrong, that consumers overpaid for the Products, or that there is any legal entitlement to any form of monetary relief.

## **4. Why Is This Case Being Settled?**

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This case has been pending since March 2014. Since then, Plaintiff’s counsel has investigated the manufacture, marketing, and labeling of the Products. Defendant has produced more than 30,000 pages of documents for review by Plaintiff’s counsel. In addition, Plaintiff has taken five depositions of Defendant’s employees and served subpoenas on third parties. The parties also have exchanged written responses, under oath, to questions posed by the other party.

Plaintiff has also retained experts and deposed an expert for SNA. On July 31, 2016, the Court certified the California Litigation Class.

Based on its investigation, Plaintiff's Counsel has determined that there are significant risks of continuing the litigation. In particular, there may be substantial difficulties establishing: (1) that Defendant's labeling and advertising of the Products were false or likely to deceive or confuse reasonable persons; (2) that the "Imported from Italy" representation was material to reasonable consumers; (3) that any premium can be attributed to the representation, 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 labeling been different.

Since the filing of the Litigation, the Parties have engaged in several rounds of settlement discussions. On November 8, 2016, the Parties attended an all-day mediation with Randy Wulff of Wulff Quinby & Sochynsky in Oakland, California. This settlement was reached as a result of those efforts.

After taking into account the risks and costs of further litigation, Plaintiff and her 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.

## **5. What Is The Settlement?**

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During the pendency of the lawsuit, SNA removed the phrase "Imported from Italy" from all Products imported into the United States, and it replaced that phrase with the word "Imported." SNA has agreed not to use the phrases "Imported from Italy," "Made in Italy," "Product of Italy," or any other phrase on the label of a Product sold in the United States, and instead to use the designation "Imported" on the front panel, until at least three years after the Effective Date, unless the Product so labeled is 100% Italian olive oil composed entirely of oil extracted in Italy from olives grown in Italy.

In addition, as part of the settlement, SNA will make payments to eligible Settlement Class members, Plaintiff's Counsel, and the named Plaintiff, as described in the next sections.

## **6. What Can I Get In The Settlement?**

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If you timely file a claim that complies with the instructions on the claim form and in this notice, you will receive a \$0.50 cash payment for each bottle or can of a Product that your household purchased between May 23, 2010 and June 30, 2015, regardless of the price you paid for each package, subject to the following minimum and maximum payouts and limitations:

(a) The minimum payment for any valid claim shall be \$2.00 per household. Thus, a Settlement Class member who submits a valid claim for purchases of one (1) to four (4) Products shall receive \$2.00 per household.

(b) Proof of Purchase is not required for any claim for up to 10 Products purchased per household (i.e., for a cash payment up to \$5.00 per household).

(c) Proof of Purchase is required for any claim that seeks a cash payment of more than \$5.00 per household (i.e., for more than 10 Product packages purchased per household).

(d) All claims submitted from the same household shall be treated as a single claim including for the purposes of the Proof of Purchase requirements.

“Proof of Purchase” means an itemized retail sales receipt or retail store club or loyalty card record showing, at a minimum, the purchase of a Product, the purchase price, and the date and place of the purchase.

Claims will be paid only if deemed valid and only after the Court approves the settlement.

## **7. How Do I Make A Claim?**

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To make a claim, you must fill out the claim form available on this settlement website, [www.SNAOliveOilSettlement.com](http://www.SNAOliveOilSettlement.com). You can submit the claim form online, or you can print it and mail it to the claim administrator at: Kumar v Salov, c/o Heffler Claims Group, P.O. Box 58476, Philadelphia, PA 19102-8476. Claim forms must be submitted online, or if mailed must be postmarked by May 2, 2017. Cash payments will be made if the Court gives final approval to the proposed settlement and after the final approval is no longer subject to appeal. 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 made.

## **8. What Do Plaintiff And Her Lawyers Get?**

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To date, Plaintiff’s lawyers have not been compensated for any of their work on this case. Plaintiff’s lawyers will present evidence to the Court regarding the time they have spent on this litigation. Plaintiff’s 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). None of these expenses has yet been reimbursed. As part of the settlement, Plaintiff’s lawyers may apply to the Court to award them up to \$982,500 from SNA to pay their attorneys’ fees and expenses.

In addition, the named Plaintiff in this case may apply to the Court for a class representative payment from SNA of up to \$2,500. This payment is designed to compensate the named Plaintiff for the time, effort, and risks she undertook in pursuing this litigation and for executing a broader release of claims than other Settlement Class members.

Plaintiff and her lawyers will file a motion with the Court on or before April 11, 2017 in support of their applications for attorneys’ fees, costs, and expenses and a payment to the Plaintiff. A copy of that motion will be available on the settlement website.

The Court will determine the amount of fees, costs, expenses, and payment to the Plaintiff to award.

## **9. What Claims Are Released By The Settlement?**

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The settlement releases all claims by Settlement Class members against SNA and its affiliates that were or could have been asserted by Plaintiff in this litigation, and that relate to the allegations that the Products were improperly labeled, marketed, or advertised as “Imported from Italy.” This release includes claims that may not yet be known or suspected. For further information, please see Section 8.3 of the Settlement Agreement. 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 SNA and/or any of the Released Persons that involves the settled claims.

## **10. How Do I Exclude Myself From The Settlement And Litigation?**

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You can exclude yourself from the Settlement Class and litigation if you wish to retain the right to sue SNA separately for the claims released by the settlement. If you exclude yourself, you cannot file a claim or object to the settlement.

To exclude yourself, you must complete and submit the online form at the settlement website or mail a request to exclude yourself from the settlement to the claim administrator at Kumar v Salov, c/o Heffler Claims Group, P.O. Box 58476, Philadelphia, PA 19102-8476. If mailed, the exclusion request must contain your name, address, words to the effect of “I wish to be excluded from the Kumar v. Salov Class Action,” and your signature.

If submitted online, exclusion requests must be made by May 2, 2017. If mailed, exclusion requests must be postmarked by May 2, 2017.

## **11. How Do I Object To The Settlement?**

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You can ask the Court to deny approval of the settlement by timely submitting an objection to the Claim Administrator. You can’t ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval to the entire settlement, no settlement payments will be sent out, and the lawsuit will continue.

You can also ask the Court to disapprove the requested payments to Plaintiff and to her attorneys. If those payments are disapproved, no additional money will be paid to the Settlement Class. Instead, the funds earmarked for Plaintiff and her attorneys will be retained by SNA.

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, by the objection deadline set forth above.

Any objection must include the case name and number *Kumar v. Salov North America Corp.*, Case No. 4:14-cv-02411-YGR (N.D. Cal.); your name, address, and telephone number; the name and address of the lawyer(s), if any, who are representing you in making the objection or who may be entitled to compensation in connection with your objection; documents or testimony sufficient to establish that you are a member of the Settlement Class; a detailed statement of your objection(s), including the grounds for those objection(s); a statement as to whether you are requesting the opportunity to appear and be heard at the final approval hearing; (vii) the identity of all counsel (if any) who will appear on your behalf at the final approval hearing and all persons (if any) who will be called to testify in support of your objection; (viii) copies of any papers, briefs, or other documents upon which your objection is based; (ix) 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 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 (or postmarked) on or before May 2, 2017. 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.

## **12. When Will The Court Decide If The Settlement Is Approved?**

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The Court will hold a hearing at 2:00 p.m. on May 30, 2017 to consider whether to approve the settlement. The hearing will be held in the United States District Court for the Northern District of California, 1304 Clay Street, Oakland, CA 94612 in the courtroom of the Honorable Yvonne Gonzales Rogers, Courtroom 5, Second Floor. The hearing is open to the public. This hearing date may change without further notice to you. Consult the settlement website at [www.SNAOliveOilSettlement.com](http://www.SNAOliveOilSettlement.com) or the Court docket in this case available through PACER ([www.pacer.gov](http://www.pacer.gov)), for updated information on the hearing date and time.



### **13. Special Notice for Members of the California Litigation Class**

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As noted above, the California Litigation Class is “All natural persons in California who purchased liquid Filippo Berio brand olive oil of any grade except ‘Organic’ between May 23, 2010 and June 30, 2015.” This section provides further information about the rights of the members of the California Litigation Class.

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 Section 9.5 of 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 Class. The Court has appointed Plaintiff and Plaintiffs’ Counsel to represent your interests.

If the litigation continues, and a judgment is obtained against the California Litigation Class in favor of SNA, that judgment will prevent you from bringing a separate suit against SNA for the claims that were or could have been litigated in this case. If judgment is obtained against SNA 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.

If the litigation continues on behalf of the California Litigation Class, and you want to preserve your rights to bring a separate suit, you must exclude yourself from the litigation. You may do so by following the instructions above under “How Do I Exclude Myself From The Settlement and Litigation?” If you exclude yourself, you will have no right to share in any recovery that might be obtained on behalf of the California Litigation Class.

You also have a right to participate in this settlement and to exclude yourself from the litigation later, if the settlement does not become effective. However, you have this right **only** if you file a timely claim under this settlement or a timely objection to the settlement. If you file a timely claim under this settlement or a timely objection to the settlement, and the settlement does not become effective, you will be provided additional notice that the settlement was terminated and you will have forty-five (45) days from the date of that notice to exclude yourself from the California Litigation Class. If you do **not** file a timely claim under this settlement or a timely objection to the settlement, and you do not timely exclude yourself as set forth in the section “How Do I Exclude Myself From The Settlement and Litigation?” then you will have no further chance to exclude yourself.

If you file a timely request to exclude yourself now, and the settlement does not become effective, you also will be provided additional notice that the settlement was terminated and you will have forty-five (45) days from the date of that notice to revoke your exclusion. By revoking your request to exclude yourself, you will continue as a member of the California Litigation

Class in the litigation. You will receive additional notice at the time the settlement is terminated about how to revoke your request for exclusion.

#### **14. How Do I Get More Information?**

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You can inspect many of the court documents connected with this case on the settlement website. Other papers filed in this lawsuit are available by accessing the Court docket in this case available through PACER ([www.pacer.gov](http://www.pacer.gov)).

You can contact the Claim Administrator by calling 1-844-702-2783 or writing to: Kumar v Salov, c/o Heffler Claims Group, P.O. Box 58476, Philadelphia, PA 19102-8476.

You can also obtain additional information by contacting Plaintiff's Counsel at SNA Settlement, Gutride Safier LLP, 100 Pine Street, Suite 1250, San Francisco, CA 94111, [www.gutridesafier.com](http://www.gutridesafier.com).