

EXHIBIT B

CLAIMS ADMINISTRATION PROTOCOLS

These Claims Administration Protocols (“Protocols”) are part of the Stipulation of Settlement (“Stipulation”) entered into by the Parties in *Garcia, et al. v. Kashi Company*, Case No. 12-21678-CIV-LENARD/GOODMAN (S.D. Fla.) (the “Litigation”).

All provisions of the Stipulation are incorporated into these Protocols by reference, including, without limitation, all definitions. All capitalized terms used here shall have the same meaning given them in the Stipulation. These Protocols shall define the duties of the Class Action Settlement Administrator retained to implement the claims process as described in § V.C of the Stipulation. All references to “§” shall be to the Stipulation, unless otherwise noted.

B.1 Appointment of Class Action Settlement Administrator

The Kashi All Natural Food Products Class Action Settlement Administrator shall be selected pursuant to § V.C of the Stipulations, and subsequently approved by the Court.

B.2 Agreement by Class Action Settlement Administrator

The Class Action Settlement Administrator must consent in writing to serve, and shall abide by the obligations of the Stipulations and these Protocols by executing a counterpart of these Protocols prior to the Preliminary Approval Hearings in the Litigation.

B.3 Control of Cash in the Settlement Account

The Cash Payment made to fund the settlement of the Kashi All Natural Food Products Class Action described in § IV.A.2 of the Stipulation shall be maintained in an Account by an independent financial institution, jointly selected by Class Counsel and approved by Defendants’ Counsel, that is unaffiliated with the Class Action Settlement Administrator, Defendants, Plaintiffs or Class Counsel (the “Fund Institution”). The Class Action Settlement Administrator shall have no authority under any circumstances to withdraw or disburse any funds from that account directly. Disbursements from that account pursuant to the Distribution Plan of the Class Action Settlement Administrator as provided by § IV.A.2 and these Protocols shall occur only upon written instructions of Class Counsel and Defendants’ Counsel to the Fund Institution. However, the Class Action Settlement Administrator shall have access to information from the Fund Institution about the balance in that account as necessary for the Class Action Settlement Administrator to perform its calculations in preparing the Distribution Plan.

B.4 Conflicts of Interest

The Class Action Settlement Administrator warrants that it knows of no reason why it cannot fairly and impartially administer claims. The Class Action Settlement Administrator shall not process the claim of any Class Member if the Class Action Settlement Administrator, Defendants, and/or Class Counsel or Defendants’ Counsel determines there is a conflict of interest. If the Class Action Settlement Administrator, Defendants, or Class Counsel learns of a conflict of interest as to a claim, that party shall give written notice to the other parties, who shall

resolve any such circumstances by further written agreement. Any unresolved dispute over such conflict of interest shall be submitted to the Court for resolution. The Class Action Settlement Administrator shall indemnify and defend the Parties and their counsel against any liability arising from the Class Action Settlement Administrator's breach of this provision.

B.5 Timing

The Kashi All Natural Food Products Class Action Settlement Administrator shall begin the claims process for the Litigation so it is completed within the time provided in § IV.A.4.b. Pursuant to § IV.A.6.b, the signed Claim Forms of Settlement Class Members seeking cash payments under the settlement must be postmarked or submitted online no later than January 19, 2016 (the "Claims Deadline"). In no event shall payments be made to Class Members prior to the date provided for funding of the Settlement Funds in § IV.A.7, and preparation of the Distribution Plan ("Claims Payment Date").

B.6 Maintenance and Preservation of Records

The Class Action Settlement Administrator shall keep clear and careful records of all communications with Claimants, all claims decisions, all expenses, and all tasks performed in administering the claims process for the Settlement.

B.7 Method of Submitting Claims

Claims may be submitted on the Claim Form in hard copy by mail, or online through an Internet-based Claim Form. The Kashi All Natural Food Products Class Action Settlement Administrator shall establish and maintain a special Internet site, easily accessible through commonly used Internet Service Providers, for the submission of claims. The Internet site may be the same site as the Settlement Website. The site shall be maintained continuously until seven (7) days after the Effective Date. The site address shall be identified in the Class Notice. The Class Notice shall specify that claims must be submitted before the Claims Deadline. The Class Action Settlement Administrator shall be solely responsible for receiving and processing requests for Claim Forms and for promptly delivering Claim Forms to the Class Members who request them. The Claim Forms on the Internet site and the hard copy Claim Forms shall be identical in content and shall conform with § B.8, below. The Class Action Settlement Administrator also shall establish a toll-free number which will have recorded information answering questions about the claims submission process in both English and Spanish language.

B.8 Claim Forms

All claims shall be submitted on Claim Forms substantially in the form attached to the Stipulation as Exhibit A. Claimants may fill out the Claim Form electronically via the website, and such Claimants shall be required to electronically verify that they are submitting information under oath when required for a claim made pursuant to these protocols.

B.9 Approval or Denial of Claims

After the Claims Deadline, the Class Action Settlement Administrator shall gather all Claim Forms with any written proof of purchases, whether submitted by internet website or by mail. No later than thirty (30) days after the Effective Date, the Class Action Settlement Administrator shall identify and provide notice to Claimants that will not be paid (“Rejected Claims”), advising them of the opportunity and deadline of forty-five (45) days after the Effective Date to cure any deficiencies. Thereafter, before the Claims Payment Date, the Class Action Settlement Administrator shall consider any attempts to cure and shall identify all claims which will be paid and the amount of each such payment (“Approved Claims”). The Class Action Settlement Administrator shall determine whether claims are Approved Claims or Rejected Claims, subject to *pro rata* reduction, by the following criteria.

B.9.1 Duplicative Claims

No Claimant may submit more than one Claim Form, two or more Claimants may not submit Claim Forms for all or part of the same purchase, and only one Claimant per household may submit a Claim Form that is not accompanied by written proof of purchase. After the Claims Deadline but before considering any claims, the Class Action Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Claimant or for the same purchase(s) (“Duplicative Claim Forms”). The Class Action Settlement Administrator shall determine whether there is any duplication of claims, if necessary by contacting the Claimant(s) or their counsel. The Class Action Settlement Administrator shall designate any such Duplicative Claims as Rejected Claims to the extent they allege the same damages or allege damages on behalf of the same Claimant.

B.9.2 Claim Amounts

For all Claims, the Class Action Settlement Administrator shall examine the Claim Form along with any written proof of purchase submitted before designating the claim as an Approved Claim, to determine that the information on the Claim Form is sufficiently completed to permit a check to be prepared and mailed to the Claimant. The Class Action Settlement Administrator in its discretion may examine and verify a random sample of Claims to prevent fraud and abuse and take other steps to prevent fraud and abuse. Absent fraud or abuse, payment shall be made to Claimants based on the number of packages of the specified Products the Claimant indicates on the Claim Form were purchased between May 3, 2008 through September 4, 2015, with the possible recovery capped at \$27.50 if the Claimant has failed to submit written proof of purchase for the purchases. If a Claim Form fails to indicate the number of packages purchased, then the Claimant will be paid as if the Claimant indicated the purchase of one package. If after all valid claims are paid money remains in the account at the Fund Institution, the Class Action Settlement Administrator, after consultation with Class Counsel and Defendant’s Counsel, shall use any remaining amount in the account to increase *pro rata* the recovery on each eligible claim.

B.9.3 Untimely or Incomplete Claims

The Class Action Settlement Administrator shall, in its discretion, decide whether to accept Claim Forms submitted after the Claims Deadline. In deciding whether to accept a late-submitted Claim Form, the Class Action Settlement Administrator shall consider whether enough money exists in the account to pay all valid and timely submitted claims in full, and the length of time the Claim Form was submitted after the Claims Deadline, including whether the late-submitted claim would delay the distribution of settlement payments to Claimants and the reasons for the late submission of the Claim Form. Whenever reasonably possible, if a Claim Form is valid but untimely, it shall be paid provided the funds in the account are sufficient to pay in full all valid and timely submitted claims. In the event the Class Action Settlement Administrator determines that the Claim Form is materially incomplete, but may be cured by the Claimant, the Class Action Settlement Administrator shall contact the Claimant to cure any deficiency with the Claim Form, if reasonably practical.

B.10 Distribution Plan

Within 60 days after the Effective Date, the Class Action Settlement Administrator shall deliver the Distribution Plan to Defendants and Class Counsel for approval. Upon specific request by Defendants or Class Counsel or Defendants' Counsel, the Class Action Settlement Administrator also shall provide all information gathered in investigating the claims including copies of all correspondence and emails and all notes of the Class Action Settlement Administrator, the decision reached, and all reasons supporting the decision.

B.11 Class Action Settlement Administrator's Fees and Expenses

As provided in § V.C of the Stipulation, the cost of the Class Action Settlement Administrator for administering the Settlement shall be paid out of the Cash Payment to be made by Defendants to settle the Litigation. The Class Action Settlement Administrator shall take all reasonable efforts to administer the claims efficiently and avoid unnecessary fees and expenses. The Class Action Settlement Administrator shall respond promptly to inquiries by Class Counsel and Defendants' Counsel.

B.12 Access to Information from the Class Action Settlement Administrator

The Parties are entitled to observe and monitor the performance of the Class Action Settlement Administrator to assure compliance with the Stipulation and the Claims Protocols. The Class Action Settlement Administrator shall promptly respond to all inquiries and requests for information made by Defendants, Class Counsel or Defendants' Counsel.