

**EXHIBIT C**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**If you are not a California resident and you purchased  
Kashi All Natural / 100% Natural /Nothing Artificial  
Products between May 3, 2008 through September 4, 2015,  
Your Rights May Be Affected by a Settlement and You May  
be Eligible for a Cash Refund.**

**PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR  
[www.allnaturalsettlement.com](http://www.allnaturalsettlement.com)**

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

- A settlement has been reached in a class action lawsuit which alleged Kashi Company falsely advertised that certain of its products were “All Natural” or 100% Natural or “Nothing Artificial” when the products allegedly contained genetically-modified (GMO) and/or synthetic ingredients.
- If you are not a California resident and you purchased the Kashi products involved in the lawsuit between May 3, 2008 through September 4, 2015, you may be able to recover money from this Settlement.
- Those included in the Settlement will be eligible to receive (1) a cash payment of up to \$27.50, without proof of purchase (\$0.55 per qualifying product purchased for up to 50 products), and (2) a full refund for each package purchased with proof of purchase without limitation. Payments may proportionally increase or decrease based on the total number of valid claims received.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY JANUARY 19, 2016</b>	The only way to get a cash refund.
<b>EXCLUDE YOURSELF BY DECEMBER 28, 2015</b>	Get no money from the Settlement. This is the only option that allows you to ever be a part of another lawsuit against Kashi about the legal claims resolved by this Settlement.
<b>OBJECT OR COMMENT BY DECEMBER 28, 2015</b>	Write to the Court about why you don’t like the Settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no payment. Give up your right to sue Kashi about the legal claims resolved by this Settlement.

- Your rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court 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.

## WHAT THIS NOTICE CONTAINS

	<u>PAGE</u>
<b>BASIC INFORMATION</b> .....	4
1.    WHAT IS THIS NOTICE ABOUT?.....	4
2.    WHAT IS A CLASS ACTION LAWSUIT? .....	4
3.    WHAT ARE THESE LAWSUITS ABOUT? .....	4
<b>WHO IS INCLUDED IN THE SETTLEMENT?</b> .....	5
4.    HOW DO I KNOW IF I AM IN THE SETTLEMENT CLASS? .....	5
<b>THE SETTLEMENT BENEFITS</b> .....	5
5.    WHAT DOES THE SETTLEMENT PROVIDE? .....	5
6.    WHEN WILL I GET MY PAYMENT?.....	7
7.    HOW CAN I GET BENEFITS? SUBMIT A CLAIM FORM.....	7
<b>REMAINING IN THE SETTLEMENT</b> .....	8
8.    WHAT AM I GIVING UP IF I STAY IN THE CLASS? .....	8
9.    WHAT HAPPENS IF I DO NOTHING AT ALL? .....	8
<b>THE LAWYERS REPRESENTING YOU</b> .....	9
10.   WHO REPRESENTS ME? .....	9
11.   WILL I HAVE TO PAY THE LAWYERS? .....	9
<b>EXCLUDING YOURSELF FROM THE SETTLEMENT</b> .....	10
12.   HOW DO I GET OUT OF - OR EXCLUDE MYSELF FROM – THE SETTLEMENT?.....	10
13.   IF I DO NOT EXCLUDE MYSELF, CAN I SUE KASHI COMPANY FOR THE SAME THING LATER? .....	10
14.   IF I EXCLUDE MYSELF, CAN I GET ANYTHING FROM THE SETTLEMENT? .....	11
<b>OBJECTING TO THE SETTLEMENT</b> .....	11
15.   HOW DO I OBJECT TO THE SETTLEMENT? .....	11
<b>THE COURT’S FINAL APPROVAL HEARING</b> .....	12
16.   THE HEARINGS TO DECIDE WHETHER TO APPROVE THE SETTLEMENT .....	12
17.   DO I HAVE TO COME TO THE HEARING?	
18.   MAY I SPEAK AT THE HEARING?	
<b>GETTING MORE INFORMATION</b> .....	13
19.   WHERE DO I GET MORE INFORMATION? .....	13

## BASIC INFORMATION

### 1. WHAT IS THIS NOTICE ABOUT?

This Notice explains the proposed Settlement of a class action lawsuit and your options and rights, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

This Notice is not an expression of any opinion by the Court about the merits of any of the claims or defenses made by any of the parties in this case or the fairness or adequacy of the proposed Settlement. This Notice summarizes the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

### 2. WHAT IS A CLASS ACTION LAWSUIT?

A class action is a lawsuit in which one or more individuals sue an individual(s), company or other entity on behalf of all other people who have similar claims. Collectively, these people are referred to as a “Class” or “Class Members.” In a class action, the court resolves certain legal issues, legal claims and defenses for all class members in one lawsuit, except for those who ask to be excluded from the class. (See below for more information about excluding yourself from the Classes here.)

### 3. WHAT IS THIS LAWSUIT ABOUT?

The Kashi Lawsuit claims that Kashi misled consumers by making false marketing statements that certain food products were “All Natural” or “100% Natural” or “Nothing Artificial” when the products contained one or more of the GMO or allegedly synthetic ingredients. Kashi stands by its marketing and denies it did anything wrong.

The Court did not decide who was right in the lawsuit. Instead, the Parties agreed to a settlement. By agreeing to a settlement, the Parties avoid the costs and risk of a trial and the Classes will get compensation. The Class Representatives and their attorneys believe that the Settlement is in the best interests of the Class Members.

## WHO IS INCLUDED IN THE SETTLEMENT?

### 4. HOW DO I KNOW IF I AM IN THE SETTLEMENT CLASS?

To receive money from the Settlement you first have to determine if you are a Member of the Class. Members of the Class are consumers who are not California residents and who purchased between May 3, 2008 through September 4, 2015 Kashi Products labeled “All Natural”, “100% Natural” or “Nothing Artificial,” including those listed in Exhibit H to the Kashi Stipulation of Settlement, available at [www.allnaturalsettlement.com/EligibleProducts](http://www.allnaturalsettlement.com/EligibleProducts) for personal or household use. Excluded from the Class are employees, officers and directors of Kashi and Kellogg; persons or entities that purchased the Products for the purpose of re-sale; retailers or resellers of the Products; governmental entities; persons who properly exclude themselves from the Class; the Court, the Court’s immediate family, and Court staff; and all California residents.

## THE SETTLEMENT BENEFITS

### 5. WHAT DOES THE SETTLEMENT PROVIDE?

Kashi has agreed to pay cash and make changes to Kashi’s current labeling and marketing of certain products. The money will be used to pay class notice and administration costs, attorneys’ fees and expenses, Class Representative Service Awards, and cash payments to Class Members who submit a valid Claim Form. The total cash available is \$3.99 million. Details are described in paragraph IV.B of the Kashi Stipulation of Settlement, which is available at [www.allnaturalsettlement.com](http://www.allnaturalsettlement.com)).

The specific amount of cash that you may receive depends on the quantity of Products you purchased, whether you have receipts, and the number of valid claims submitted.

You can receive cash payments based on Products you purchased from May 3, 2008 through September 4, 2015, as follows:

- A Class member who has written proof of purchase may seek reimbursement of the full purchase price for every purchased package of the specified Products for which they submit a valid Claim Form with written proof of purchase in the form of a receipt.
- A Class member who does not have a receipt may still make a claim for reimbursement of \$0.55 for every package of a specified Kashi Product purchased for which they submit a valid Claim Form, but the recovery for those Products not having a receipt will be \$27.50.
- Class Members may file Claim Forms seeking reimbursement both for Products for which they submit receipts and Products for which they do not submit written proof of purchase. These claims will be subject to the requirements and maximum

recovery amounts permitted for each type of claim. The minimum amount available for cash reimbursements to the Class is \$2 million.

If the total amount of valid claims (plus other authorized fees, costs and expenses) exceeds the amount available to pay claimants, then each claimant's award shall be proportionately reduced. If after all valid claims (plus other authorized fees, costs and expenses) are paid, money remains, the remaining amount shall be used to proportionately increase the recovery of each eligible claim.

#### **6. WHEN WILL I GET MY PAYMENT?**

Benefits will be distributed if the Court grants final approval of the Settlement and if after any appeals are resolved final approval of the Settlement is upheld.

If the District Court approves the Settlement after a hearing on final approval, there may be appeals. We do not know how much time it could take to resolve any appeals that may be filed. If the District Court does not approve the Settlement or the Settlement is not approved in any appeal that may be brought, you will not receive cash payments for Kashi products.

#### **7. HOW DO I GET A PAYMENT?**

If you are a Class Member and you want to participate in the Settlement, you must complete and submit a Claim Form by **January 19, 2016**. The claim form can be found at [www.allnaturalsettlement.com](http://www.allnaturalsettlement.com) or by calling 1-877-342-0808. You may complete and submit a valid Claim Form online or mail it to the address on the form. To maximize your payment amount, if you have a receipt or other written proof of purchase, be sure to include it. To be valid, all Claim Forms must be completed, signed and postmarked or submitted online to the Claims Administrator no later than **January 19, 2016**.

### **REMAINING IN THE SETTLEMENT**

#### **8. WHAT AM I GIVING UP IF I STAY IN THE CLASSES?**

Unless you exclude yourself, you are staying in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. That means you will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant for the legal issues and claims resolved by this Settlement. The specific rights you are giving up are called Released Claims.

"Released Claims" means, with the exception of claims for personal injury, any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature that arose during the Settlement Class Period against the Released Persons, including damages, costs, expenses, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity arising out of or relating to the packaging, marketing, distribution or sale by Kashi of food products labeled as "All Natural," "100% Natural" and/or "Nothing Artificial," which have been or could have been asserted by the Class in Plaintiffs' Second Amended Consolidated Class

Action Complaint or in any of the previous Complaints. The Released Claims do not include, and members of the Settlement Class expressly reserve, claims and causes of action for personal injury.

#### **9. WHAT HAPPENS IF I DO NOTHING AT ALL?**

If you do nothing, you will not get any cash from the Settlement. If the Court approves the Settlement, you will be bound by its terms, and you will give up your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Kashi Company and related parties about the legal issues or claims resolved by this Settlement.

### **THE LAWYERS REPRESENTING YOU**

#### **10. WHO REPRESENTS ME?**

On December 14, 2015, Kashi Class Counsel will submit their motion for final approval and request for attorneys' fees and expenses, which will be available at [www.allnaturalsettlement.com](http://www.allnaturalsettlement.com) or by calling 1-877-342-0808. The Court has appointed as Class Representatives Katrina Garcia and Laura Eggnatz.

Class Counsel are the lawyers for the Class. The Class Representatives and Class Counsel will act as your representatives for the Settlement.

The Court has appointed to represent the Kashi Class and Class Members:

Mark A. Milstein  
Gillian L. Wade  
Sara D. Avila  
MILSTEIN ADELMAN LLP  
2800 Donald Douglas Loop North  
Santa Monica, CA 90405  
Telephone: (310) 396-9600  
Fax: (310) 396-9635  
[mmilstein@milsteinadelman.com](mailto:mmilstein@milsteinadelman.com)  
[gwade@milsteinadelman.com](mailto:gwade@milsteinadelman.com)  
[savila@milsteinadelman.com](mailto:savila@milsteinadelman.com)

Angela Arango-Chaffin  
90 Alton Road, Unit 2704  
Miami Beach, FL 33139  
Telephone: (713) 818-2515  
Fax: (713) 952-5972  
[angela@chaffinlawfirm.com](mailto:angela@chaffinlawfirm.com)

L. DeWayne Layfield  
LAW OFFICE OF  
L. DEWAYNE LAYFIELD  
P.O. Box 3829  
Beaumont, TX 77704-3829  
Telephone: (409) 832-1891  
Fax: (866) 280-3004  
[dewayne@layfieldlaw.com](mailto:dewayne@layfieldlaw.com)

Michael T. Fraser  
THE LAW OFFICES OF  
HOWARD W. RUBINSTEIN  
One Embarcadero Center, Suite 500  
San Francisco, CA 94111  
Telephone: (800) 436-6437  
Fax: (415) 692-6607  
[mfraser@hwrlawoffice.com](mailto:mfraser@hwrlawoffice.com)

**11. WILL I HAVE TO PAY THE LAWYERS?**

No. You will not be responsible for any costs or attorneys' fees incurred in this lawsuit. If the Court approves the proposed settlements, Class Counsel will request that the Court award them attorneys' fees and expenses to be paid by Kashi. Class Counsel's expenses are approximately \$180,000. Plaintiffs will seek attorneys' fees in an amount not to exceed \$1.5 million.

The two Class Representatives will also ask the Court for a Service Award of \$5,000 each for their costs, time and effort acting as Plaintiffs and for their willingness to bring this litigation and act on behalf of other consumers. The Service Awards will be paid by Kashi.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?**

You have the right not to be part of the Settlement by excluding yourself or "opting out" of the Class. If you wish to exclude yourself, you must send a letter, postmarked no later than December 28, 2015, to the Claims Administrator at the following address: Kashi All Natural Food Products Class Action Settlement Administrator, Digital Settlement Group, LLC, P.O. Box 1571, West Palm Beach, FL 33402, 1-877-342-0808.

Your letter must specify that you are requesting exclusion from the Kashi Settlement Class (such as: "**I request exclusion from the Kashi Settlement Class**") and must be signed by you. You must include your full name and address. If you do not include the required information or fail to submit your request for exclusion on time, you will remain a Class Member and be bound by the Settlement and Final Judgment and Order.

**13. IF I DO NOT EXCLUDE MYSELF, CAN I SUE KASHI COMPANY FOR THE SAME THING LATER?**

No. Unless you exclude yourself, you give up any right to sue Kashi Company for the claims that these Settlements resolve, including any claims relating to Kashi Company for any of the Released Claims (*see* Question 8).

**14. IF I EXCLUDE MYSELF, CAN I GET ANYTHING FROM THIS SETTLEMENT?**

No. If you exclude yourself from the Settlement you: (1) will not be able to get a payment from this Settlement; (2) will not be legally bound by the Court's judgments; and (3) will keep any rights you may have to sue Kashi Company for the legal claims included in this lawsuit and resolved by this Settlement.

## OBJECTING TO THE SETTLEMENT

### 15. HOW DO I OBJECT TO THE SETTLEMENT?

If you are a Class Member and do not exclude yourself, you can object to the Settlement or some part of it. The Court will consider your views before making a decision.

If you want to object, you must submit your objection in writing to the Court. Your objection must include: (1) The case name and number of the lawsuit. The case name and number of the Kashi Lawsuit is *Garcia v. Kashi Company*, Case No. 12-21678-CIV-LENARD/GOODMAN; (2) Your name and address; (3) Your signature (your lawyer's signature is not sufficient); (4) If you are represented by a lawyer, the name, address and telephone number of that lawyer, including any current or former counsel who may be entitled to compensation for any reason related to the objection; (5) All grounds for the objection, accompanied by any legal support known to the objecting Class Member or his or her counsel; (6) A statement confirming whether the objecting Class Member or any counsel representing the objecting Class Member intends to ask the Court for permission to personally appear and/or testify at the Settlement Hearing; and, (7) A list of any persons who may be called to testify at the Final Approval Hearing in support of the objection.

**You must submit your written objection to the Court** postmarked no later than December 28, 2015, or as the Court directs, sent to Clerk of the Court, United States District Court Southern District of Florida, U.S. Courthouse, 400 North Miami Avenue, Miami, FL 33128. You must also send a copy of your written objection to :

Class Counsel

Mark A. Milstein  
Gillian L. Wade  
Sara D. Avila  
MILSTEIN ADELMAN LLP  
2800 Donald Douglas Loop North  
Santa Monica, CA 90405  
Telephone: (310) 396-9600

Kashi's Counsel

Dean N. Panos  
JENNER & BLOCK LLP  
353 N. Clark Street  
Chicago, IL 60654-3456  
Telephone: 312/222-9350

All written submissions must be postmarked no later than **December 28, 2015** or your submission will not be considered.

## THE COURT'S FINAL APPROVAL HEARING

### 16. THE HEARING TO DECIDE WHETHER TO APPROVE THE SETTLEMENT.

The Court has scheduled a Settlement Hearing for the Kashi All Natural Food Products Class Action Settlement at 2:30 p.m. on January 27, 2016. The hearing will be held in the United States District Court, Southern District of Florida, U.S. Courthouse, 400 North Miami Avenue, Miami, FL 33128-1810 in Courtroom 12-1 of the Honorable Joan A. Lenard. The hearing may be moved to a different date or time without additional notice, so please check [www.allnaturalsettlement.com](http://www.allnaturalsettlement.com) or call 1-877-342-0808 for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider how much the lawyers representing Class Members should be paid and if the Class Representative and other Plaintiffs should receive Service Awards. After the hearing, the Court will decide whether to grant final approval of the Settlement. We do not know how long these decisions will take.

### 17. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send in an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

### 18. MAY I SPEAK AT THE HEARING?

Yes. You may ask the Court to speak at the Final Approval Hearing. To do so, you must include a statement confirming whether you or your lawyer intend to ask the Court for permission to argue or comment at the Fairness Hearing with your objection (*see* Question 15). You must provide copies of any documents you intend to rely upon, including the names and addresses of any witnesses who will appear at the Fairness Hearing, and the name of any counsel representing you as an objector.

## GETTING MORE INFORMATION

### 19. WHERE DO I GET MORE INFORMATION?

This Notice summarizes the Settlement. More details are in the Stipulation of Settlement. You can get a copy of the Stipulation of Settlement, Claim Form and other information at [www.allnaturalsettlement.com](http://www.allnaturalsettlement.com). You may also write with questions to Kashi All Natural Food Products Class Action Settlement Administrator, c/o Digital Settlement Group, LLC, P.O. Box 1571, West Palm Beach, FL 33402, or by calling the toll free number, 1-877-342-0808.

Complete copies of the pleadings and other documents filed in the Litigation may be examined and copied during regular office hours at the Clerk of the Court, United States District Court, Southern District of Florida, U.S. Courthouse, 400 North Miami Avenue, Miami, FL 33128-1810.

**PLEASE DO NOT CALL OR WRITE KASHI OR THE COURT FOR ADDITIONAL INFORMATION OR ADVICE.**