

If you purchased certain Blue Diamond's Products in the United States, you may be entitled to a cash benefit as part of a proposed class action settlement.

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

This Notice advises you of a proposed class action settlement. The settlement resolves a lawsuit over whether Blue Diamond Growers ("Blue Diamond") improperly advertised, marketed, and labeled certain products in the United States after May 28, 2009. You should read this entire Notice carefully because, if you are Class Member, your legal rights are affected whether you act or not.

Your Legal Rights and Options as a Settlement Class Member	
Submit a Claim Form by April 13, 2017	This is the only way to receive a payment.
Opt Out by March 2, 2017	Get no payment. This is the only option that allows you to ever be a part of any future lawsuit against Blue Diamond with respect to the legal claims in this case.
Object by March 2, 2017	Write to the Court if you don't like the settlement and tell the Court why you think it shouldn't be approved.
Go to the Hearing on March 29, 2017	Ask to speak in Court about the fairness of the settlement.
Do Nothing	Benefit from the prospective or injunctive relief but not receive a payment. Give up your legal rights to sue Blue Diamond about the claims in this case.

Your rights and options are explained in this notice.

1. What is this Notice and why is it important?

The Court sent you this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options, before the Court decides whether to approve the settlement. If the Court approves it and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

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 are in a similar position. 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.

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2. What is this Lawsuit about?

The lawsuit claimed that the packaging and advertising of certain Blue Diamond Growers Almond Breeze and Nut Thins Products was inaccurate in that it led purchasers to believe that the Products were “All Natural” or “Natural,” when in fact they included one or more synthetic ingredients. The lawsuit also challenged Blue Diamond Growers’ use of the ingredient statement “evaporated cane juice” and the use of the American Heart Association’s “heart check-mark” symbol on certain of its Almond Breeze Products. The lawsuit also claimed that Blue Diamond Growers’ Almond Breeze products were misleadingly advertised as containing a significant amount of almonds and as being heart healthy. Blue Diamond Growers’ stands by its advertising and denies it did anything wrong.

3. Why is there a settlement?

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

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 Class Member. Class Members are those persons who are not excluded as provided below and who purchased in the United States, from May 28, 2009 up to and including November 18, 2016, Blue Diamond Almond Breeze and/or Blue Diamond Nut-Thins Products which were manufactured, advertised, or sold by Defendant Blue Diamond Growers and which (1) bore the labeling statement “All Natural” or “Natural” on any portion of the packaging other than the ingredients list; (2) contained the ingredient statement Evaporated Cane Juice; (3) contained an endorsement from the American Heart Association; and/or (4) did not specifically disclose the amount or percentage of almonds in the product. If you bought any of these Products at any time during the period from May 28, 2009 up until November 18, 2016, and do not exclude yourself, you are a member of the Settlement Class and cannot sue again if the Court approves the Settlement. Those who are automatically excluded from the Class include (a) all Persons who purchased or acquired the at issue Blue Diamond Almond Breeze and/or Blue Diamond Nut-Thins Products for resale (i.e., retailers, distributors, etc.); (b) Blue Diamond and its employees, principals, affiliated entities, legal representatives, successors and assigns; (c) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); and (d) the judges to whom is assigned any lawsuit concerning any of the at issue Blue Diamond Almond Breeze and/or Blue Diamond Nut-Thins Products, and any members of their immediate families.

5. What cash payments does the settlement provide?

Blue Diamond will provide cash benefits up to the Settlement Amount to Settlement Class Members who submit Valid Claims to the Settlement Administrator by the Claims Deadline. Cash benefits are available based on the following categories that the Settlement Class Member may elect and for which the Settlement Class Member qualifies:

1. Settlement Class Members who submit a Valid Claim under the penalty of perjury, may recover a cash payment of \$1.00 per unit of Almond Breeze Products purchased up to a maximum of five (5) units total (\$5.00) per Household.
2. Settlement Class Members who submit a Valid Claim under the penalty of perjury, may recover a cash payment of \$1.00 per unit of Blue Diamond Nut-Thins Products purchased up to a maximum of five (5) units total (\$5.00) per Household.

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3. Settlement Class Members who submit a valid Claim Form along with Proof of Purchase may recover a cash payment of \$1.00 per unit of Almond Breeze Products purchased up to a maximum of ten (10) units total (\$10.00) per Household.
4. Settlement Class Members who submit a valid Claim Form along with Proof of Purchase may recover a cash payment of \$1.00 per unit of Blue Diamond Nut-Thins Products purchased up to a maximum of ten (10) units total (\$10.00) per Household.

Each Settlement Class Member may file one claim per Household. Further, the actual benefit you will receive will depend upon, among other things, how many Settlement Class Members submit a timely and complete claim form. Claims will be reviewed and audited to prevent waste, fraud, and abuse. To receive payment, a Claim Form MUST be completed and either be submitted online (www.breezeandthinssettlement.com) or postmarked by 11:59 p.m. Central Time on April 13, 2017. You may request a Claim Form online or by calling 844-528-0184.

6. The Aggregate Settlement Amount

Blue Diamond's total and maximum monetary liability under the Settlement is not to exceed Seven Million, Five-Hundred Thousand and No/100 Dollars (\$7,500,000.00) for the Almond Breeze Products and One Million, Four-Hundred and Ninety-Five Thousand and No/100 Dollars (\$1,495,000.00) for the Nut-Thins Products. The Settlement Amount will be paid out in the following manner: (1) Administrative Costs; (2) any award of Attorneys' Fees and Costs to Class Counsel; (3) any Incentive Awards to the Class Representatives; and (4) Valid Claims.

7. When will I get my cash payment?

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.

A Settlement Hearing is scheduled for 9:00 am on March 29, 2017, in the Washington County Circuit Court, Civil Division, 280 North College Avenue, Fayetteville, Arkansas 72701. If the Court approves the settlement and there are no appeals, the cash will be distributed approximately 30 days after the claims period is completed and settlement is no longer subject to appeal or review. If the Court does not approve the settlement, or if the settlement is overturned on appeal, no cash payments will be made.

8. How will Blue Diamond revise the Products' marketing and labeling?

By November 30, 2016, Blue Diamond shall ensure relabeling of all Products so that they do not describe the products as "all natural" or "natural" on packaging or other advertising; however, Defendant is not precluded from using the term "natural" in the ingredient lists for the Products in accordance with FDA regulations; Defendant shall effect changes on its website pages so that they do not describe the Products as "all natural" or "natural;" however, as stated above, Defendant is not precluded from using the term "natural" in the ingredient lists for the Products in accordance with FDA regulations; Defendant shall effect relabeling of all Products so that they do not include the ingredient statement "evaporated cane juice;" Defendant agrees to continue not using the American Heart Association's ("AHA") "heart check-mark" symbol on any of the Products unless and until a future certification is obtained from the AHA; Defendant shall effect relabeling of its Almond Breeze Products to remove the image of two hands holding almonds from the packaging; Defendant shall effect relabeling of its Almond Breeze Products to change the phrase "Made from Real Almonds" to "Made with Real Almonds." Details are described in the Settlement Agreement, which is available at www.breezeandthinssettlement.com. All capitalized terms used herein but not defined herein shall have the meaning ascribed to such terms in the Settlement Agreement.

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9. Who represents my interests in the settlement?

The Court has appointed the Plaintiffs who brought the Lawsuits as the class representatives. The Almond Breeze Class Representatives are Kara Townsend, Ashley Melvin, Taline Keshishian, Claire Harlam, Casley Vass, and Levon Tchayelian. The Nut-Thins Class Representatives are Larry Tran, Linda Willason, and Daniel Mitchell. The Almond Breeze Class Counsel are the lawyers for the class of Almond Breeze purchasers and the Nut-Thins Class Counsel are the lawyers for the class of Nut-Thins purchasers. The Almond Breeze Class Representatives, Nut-Thins Class Representatives, Almond Breeze Class Counsel, and Nut-Thins Class Counsel will act as your representatives for this settlement if you do not exclude yourself from the Class.

The Court has appointed Chant Yedalian, Pierce Gore, Dewitt M. Lovelace, Valerie Lauro Nettles, Charles J. LaDuca, Kenneth R. Shemin, and Thomas P. Thrash as the Almond Breeze Class Counsel. The Court has appointed Chant Yedalian, Scott B. Cooper, and Samuel A. Wong as Nut-Thins Class Counsel.

10. Do I have to pay money to participate in the Class?

No. You will not be responsible for any cost or attorneys' fees incurred in the Lawsuits. If you want to be represented by your own counsel, you may hire a lawyer at your own expense. If the Court approves the proposed settlement, Almond Breeze Class Counsel will request that the Court award attorneys' fees, costs and expenses in an amount not to exceed \$2,441,981.00, to be paid from the Almond Breeze settlement fund, and Nut-Thins Class Counsel will request that the Court award attorneys' fees, costs and expenses in an amount not to exceed \$491,589.00, to be paid from the Nut-Thins settlement fund. Almond Breeze Class Counsel will also apply to the Court for Incentive Awards not to exceed \$5,000 each for Almond Breeze Class Representatives Ashley Melvin and Taline Keshishian, and \$3,000 each for the other four Almond Breeze Class Representatives, all to be paid from the Almond Breeze settlement fund, Nut-Thins Class Counsel will also apply to the Court for Incentive Awards not to exceed \$3,000 each for the three Nut-Thins Class Representatives, all to be paid from the Nut-Thins settlement fund.

11. Can 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 would like to exclude yourself, you must send a letter or postcard, postmarked no later than March 2, 2017 to Blue Diamond Growers' Class Action Settlement Administrator at the following address: Blue Diamond Settlement c/o Heffler Claims Group, P.O. Box 58427, Philadelphia, PA 19102-8427. Your letter must request exclusion from the Class and must be signed by you. You must include your full name, address, and telephone number. If you do not include the required information or submit your request for exclusion on time, you will remain a Class Member and be bound by the settlement and Final Approval Order. If you exclude yourself from the Class, you give up your right to receive any money from the settlement, and you will not be bound by the settlement or Final Approval Order, and you will not be barred from pursuing any individual claim you may otherwise have concerning the subject matter of the Lawsuits.

12. If I want to object to the settlement, what do I do?

If there is something about the settlement that you do not like, you may file an objection with the Court. You will still be in the settlement, remain a Class Member, and will receive benefits if the settlement is approved and you timely submit your Claim Form. If you want to object, you must submit your objection in writing to the Court. Your objection must include all of the following:

- (1) Your name, address, telephone number, and, if available, email address;
- (2) Your signature;
- (3) A Statement that you are a Class Member that includes all of the information required on the Claim Form;
- (4) The reasons why you object;
- (5) The case name and number of this lawsuit, which is Kara Townsend, et al. v. Blue Diamond Growers, Washington County Circuit Court, Arkansas, Case No. CV 14-958-4;
- (6) If you are represented by a lawyer, the name, address and telephone number of that lawyer;
- (7) Whether you or your lawyer intends to appear at the Final Approval Hearing; and
- (8) Information on all objections filed by you and your counsel over the prior five (5) years.

By filing an objection, you are consenting to the jurisdiction of the Court, and to produce documents and provide testimony prior to the Final Fairness Hearing. **You must file your written objection with the Court no later than March 2, 2017**, at the Clerk of Court, Washington County Circuit Court. You **must** also send a copy of your objection to Class Counsel and Blue Diamond's Counsel at:

Counsel for Plaintiffs:

Chant Yedalian, Esq.
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 Fax: 415.995.3497
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13. How Does the Settlement Affect My Rights?

If you are a Class Member and you do not exclude yourself from the settlement, you will be legally bound by all orders and Judgment of the Court and to the releases of the claims in the Settlement Agreement. This means that in exchange for being a settlement Class Member and being eligible for the cash benefits of the settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Blue Diamond Growers and/or any of the Released Persons that involves the same legal claims as those resolved through this settlement.

You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the Class.

Staying in the Class also means that you agree to the following releases of claims, which describe exactly the legal claims that you give up:

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RELEASES

As of the Effective Date, and except as to such rights or claims created by the settlement, Plaintiffs and each Settlement Class Member, and each of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons.

In connection with the Released Claims, the release specifically extends to claims that Plaintiffs and Settlement Class Members do not know or expect to exist in their favor as of the date of entry of the Preliminary Approval Order and each Settlement Class Member shall be deemed to have forever waived any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code and any statute, rule, or legal doctrine similar, comparable, or equivalent to California Civil Code § 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Final Judgment shall further provide for and effect the release of all actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorneys' fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, that Blue Diamond Growers now has against Plaintiffs, Settlement Class Members, or Almond Breeze Class Counsel or Nut-Thins Class Counsel by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of any of the Lawsuits or the claims and defenses asserted in any of the Lawsuits.

"Released Claims" means any and all actions, claims, demands, rights, suits, damages, costs, expenses, penalties, attorneys' fees, and causes of action of whatever kind or nature, known or unknown, suspected or unsuspected, in law or equity, against the Released Persons that arose during the Settlement Class Period and arise, in any manner whatsoever, out of any facts alleged by Plaintiffs in the Lawsuits and that: (a) are based on any act, omission, inadequacy, misstatement, representation, harm, matter, cause or event, (b) involve legal claims that have been asserted or could have been asserted in any of the Lawsuits, or (c) involve legal claims about the Products or the marketing, advertising, promoting, packaging, or Labeling of the Products. The Parties acknowledge and agree that personal injury claims are not part of any of the facts alleged by Plaintiffs in any of the Lawsuits and that personal injury claims are not included within the Released Claims.

"Released Persons" means and includes Defendant, its owners, subsidiaries, affiliates, joint-ventures, partners, members, divisions, distributors, wholesalers, retailers, re-sellers, licensors, licensees, suppliers, officers, directors, employees, shareholders, agents, attorneys, administrators, successors, predecessors, insurers, spokespersons, public relations firms, advertising agencies, co-packers, packagers, and assigns of all such persons or entities.

"Settlement Class Period" means the period from May 28, 2009, up to and including November 18, 2016.

14. When and where will the Court decide whether to approve the settlement?

The Court has scheduled a Settlement Hearing on March 29, 2017 in the Washington County, Arkansas Circuit Court, before the Hon. Doug Martin. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether to approve the attorneys' fees and costs and service (incentive) awards. If there are objections, the Court will consider them. The time, date and

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location of this fairness hearing may be changed by the Court without further notice to you. If you plan to attend the hearing, you should confirm its time, date and location. Any updates or changes on the time, date or location of this hearing will be posted on the Settlement Website, www.breezeandthinssettlement.com. 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.

15. Where do I get more information?

Complete copies of the pleadings and other documents filed in this Litigation may be examined and copied during regular office hours at the Clerk of the Court, Washington County, Arkansas Circuit Court.

The Settlement Agreement, Claim Form and other information are also available at www.breezeandthinssettlement.com.

**PLEASE DO NOT CALL OR WRITE BLUE DIAMOND OR THE COURT
FOR ADDITIONAL INFORMATION OR ADVICE**

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