

NOTICE OF CLASS ACTION SETTLEMENT

IF YOU PURCHASED SWEETARTS PRODUCTS BETWEEN JANUARY 1, 2012 AND FEBRUARY 28, 2019, IN THE UNITED STATES FOR PERSONAL OR HOUSEHOLD USE AND NOT FOR RESALE, PLEASE READ THIS NOTICE CAREFULLY, AS IT DESCRIBES A SETTLEMENT THAT MAY AFFECT YOUR RIGHTS.

<p>Included Products: All SweeTARTS® Products, including: SweeTARTS Original; SweeTARTS Mini Chewy; SweeTARTS Giant Chewy; SweeTARTS Chews; SweeTARTS Extreme Sour Chewy; SweeTARTS Chewy Sours; SweeTARTS Sour Gummies; SweeTARTS Gummies; SweeTARTS Whipped & Tangy; SweeTARTS Cherry Punch Soft & Chewy Ropes; SweeTARTS Tangy Strawberry Soft & Chewy Ropes; and SweeTARTS Jelly Beans.</p>
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A federal court authorized this notice. This is not a solicitation from a lawyer.
Your Legal Rights and Options in this Settlement

Do Nothing	If you do nothing, then you will automatically receive benefits under this Settlement in the form of Defendant's labeling modifications that are further described in this notice. You will also give up your right to sue Defendant and certain related entities and individuals regarding any claims that are part of or related to the Settlement.
Exclude Yourself from the Class by May 1, 2019	If you opt out of the Settlement, then you will keep your right to sue regarding any claims that are part of or related to the Settlement.
Object or Comment by May 1, 2019	You must write to the Court about why you do, or do not, like the Settlement. You must remain in the class to comment either in support of or in opposition to the Settlement.
Ask to appear in the lawsuit by May 1, 2019 and Attend a Hearing on May 31, 2019	You may ask to speak in Court about the fairness of the Settlement. You may enter your appearance in Court either pro se or through an attorney at your own expense if you so desire.

There is no need to submit a claim form. This Settlement provides benefits in the form of labeling modifications that are further detailed on page four of this notice. If you do nothing, then you will automatically receive the benefits of this Settlement. If you wish to pursue an action for monetary damages or relief against the Defendant based on the claims that are a part of this Settlement, then you must exclude yourself from the class.

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Why Did I Get this Notice?

If you purchased one or more SweeTARTS Products between January 1, 2012 and May 1, 2019, as described on page 1 of this Notice, you have a right to know about a proposed settlement (“Settlement”) in this class action lawsuit and your options in relation thereto, before the Court decides whether to give its final approval of the settlement.

This Notice explains the lawsuit, the Settlement, your legal rights, and what benefits are available. The Court overseeing the case is the United States District Court for the Southern District of California, and the case is known as *Jessica Littlejohn v. Ferrara Candy Company*, Case Number 3:18-cv-00658-AJB-WVG. Jessica Littlejohn, the person who sued, is called the Plaintiff and the company she sued, Ferrara Candy Company, is called the Defendant.

What is a Class Action and Who is Involved?

In a class action, one or more people, called a Class Representative (in this case Jessica Littlejohn) represent the interests of people who have common claims that are more important than the issues that affect only individuals. All of these people are a Class or Class Members. The company that the Plaintiff has sued (in this case Ferrara Candy Company) is called the Defendant. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

What is this Lawsuit About?

Plaintiff brought a class action lawsuit on behalf of purchasers of SweeTARTS Products. The case alleges that Defendant Ferrara Candy Company made false and misleading claims, and breached express and implied warranties regarding the use of malic acid in SweeTARTS Products. Defendant denies Plaintiff’s allegations and continues to stand by its products and advertising. Before a trial could resolve Plaintiff’s allegations, Plaintiff and Defendant reached a settlement.

The full settlement agreement and court documents associated with this case can be viewed at www.SweetartsClassAction.com, or by contacting the Notice Administrator.

What are the Benefits of the Settlement?

Defendant has agreed to implement by December 31, 2019 certain modifications of the labeling and packaging for SweeTARTS Products for a period of two years following the date of final approval of the case as follows:

- Defendant will remove the phrase “No Artificial Flavors” from the SweeTARTS Product packaging and promotional materials (unless any such Product ceases to contain dl-malic acid as an ingredient); and
- Defendant will identify “dl-malic acid” as an ingredient on the SweeTARTS Product packaging and promotional materials (for every Product that includes dl-malic acid as an ingredient).

The parties have also agreed to pay reasonable attorneys’ fees and costs (including the costs to administer this Settlement), and a Class Representative incentive award to the named Plaintiff will be paid for by the Defendant.

Class Counsel may request attorneys’ fees and costs from the Defendant of no more than \$272,000, and an incentive award to the named Plaintiff of \$3,000. The final amount of attorneys’ fees and costs and Class Representative incentive award will be determined by the Court. All Class Members who do not request exclusion from this Settlement will forever release all claims from January 1, 2012 to the present related to the allegations in this case.

Who is Included in the Settlement?

All United States consumers who purchased SweeTARTS® Products, including those listed below, for household or personal use and not for resale, from January 1, 2012 to February 28, 2019 (the “Class Period”):

- SweeTARTS Original
- SweeTARTS Mini Chewy
- SweeTARTS Giant Chewy
- SweeTARTS Chews
- SweeTARTS Extreme Sour Chewy
- SweeTARTS Chewy Sours
- SweeTARTS Sour Gummies
- SweeTARTS Gummies
- SweeTARTS Whipped & Tangy
- SweeTARTS Cherry Punch Soft & Chewy Ropes
- SweeTARTS Tangy Strawberry Soft & Chewy Ropes
- SweeTARTS Jelly Beans

Excluded from the Class are (1) any judicial officer presiding over *Littlejohn*; (2) the Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; (3) legal representatives, successors or assigns of any such excluded person; and (4) persons who properly execute and file a timely request for exclusion.

Can I Exclude Myself from the Settlement?

Yes. If you are a Class Member, you may request exclusion by sending a letter requesting to be "excluded" from this Settlement to the Notice Administrator. If you exclude yourself, your claims against the Defendant will not be released.

To exclude yourself from the Settlement, which is sometimes called "opting-out" of the Class, you must send a letter by first class United States mail to the Notice Administrator saying that you want to be excluded from this Settlement. The written request for exclusion must be received no later than May 1, 2019, and sent to: SweetARTS Class Action Settlement, c/o Classaura Class Action Administration, 1718 Peachtree St #1080, Atlanta GA 30309.

Your request for exclusion must contain: (1) the name of this lawsuit, "Jessica Littlejohn v. Ferrara Candy Company, Case Number 3:18-cv-00658-AJB-WVG"; (2) your full name and current address; (3) a clear statement of intention to exclude yourself such as "I wish to be excluded from the Class"; and (4) your signature.

You cannot exclude yourself by telephone or by e-mail. If you ask to be excluded, then you cannot object to the Settlement and you will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendant in the future

TO BE VALID, ALL EXCLUSION REQUESTS MUST BE POSTMARKED NO LATER THAN MAY 1, 2019.

If I Don't Exclude Myself, Can I Sue the Defendant for the Same Things Later?

No. If you do not properly and timely submit a request for exclusion, you waive your right to opt out and will be deemed to be a member of the Class. Unless you timely exclude yourself, you give up the right to sue the Defendant and certain related entities and individuals for the claims and related claims that this Settlement resolves, and you will be bound by the terms of this Settlement. If you have a pending lawsuit against Defendant, other than this class action, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, any exclusion request must be signed, mailed, and postmarked by no later than May 1, 2019.

Can I Object to the Settlement?

Yes. If you are a Class Member and do not request exclusion, you or an attorney on your behalf may object to the Settlement. Such objection must be in writing, filed with the Court, with a copy served on Class Counsel, Defense Counsel, and the Notice Administrator at the addresses set forth in the Notice, and postmarked no later than thirty (30) calendar days prior to the Final Approval Hearing date. The procedures for submitting a written objection are identified below. A written and signed objection as well as any support for your objection including documents sufficient to establish the basis for your standing as a Class Member (i.e., verification under oath as to the approximate date(s) and location(s) of your purchase of the SweeTARTS Products) ***must be filed with the Court and served on all of the following attorneys with a postmark no later than May 1, 2019.***

For the Class:

Ronald A. Marron
Law Offices of Ronald Marron, APLC
651 Arroyo Drive
San Diego, CA 92103
Telephone: 619-696-9006

For Defendant Ferrara Candy Co.:

Neal A. Potischman
Davis Polk & Wardwell, LLP
1600 El Camino Real
Menlo Park, California 94025
Telephone: (650) 752-2000

For the Court:

Clerk of Court
U.S. District Court Southern District of California
333 West Broadway, Suite 420
San Diego, CA 92101
Telephone: 619-557-5600

Any objection related to the Settlement Agreement shall contain a caption or title that identifies it as “Objection to Class Settlement in *Littlejohn v. Ferrara Candy Company*, No. 3:18-cv-00658-AJB-WVG” and shall also contain information sufficient to identify and contact the objecting Class Member (or his or her attorney, if any), as well as a clear and concise statement of the Class Member’s objection, documents sufficient to establish the basis for their standing as a Class Member, i.e., verification under oath as to the approximate date(s) and location(s) of their purchase(s) of the SweetARTS Products, the facts supporting the objection, and the legal grounds on which the objection is based. If an objector chooses to appear at the hearing, then a notice of intention to appear, either in person or through an attorney, must be filed with the Court by May 1, 2019. This notice must list the name, address and telephone number of the attorney, if any, who will appear.

What’s the Difference Between Objecting and Excluding?

Objecting is explaining to the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

Can I Appear or Speak in this Lawsuit and Proposed Settlement?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Proposed Settlement. This is called making an appearance. You can also have your own lawyer appear in court and speak for you, but you must pay for the lawyer yourself.

How Can I Appear in this Lawsuit?

If you want yourself or your own lawyer (instead of Class Counsel) to participate or speak for you in this lawsuit, you must give the Court a paper that is titled a “Notice of Appearance.” The Notice of Appearance must contain the title of the lawsuit, a statement that you wish to appear at the Fairness Hearing, and the signature of you or your lawyer. Your Notice of Appearance can also state that you or your lawyer would like to speak at the Court’s Fairness Hearing on the Proposed Settlement. If you submit an objection and would like to speak about the objection at the Court’s Fairness Hearing, both your Notice of Appearance and your objection should include that information. Your Notice of Appearance must be signed, mailed and postmarked by May 1, 2019, to the Court at:

Clerk of Court

U.S. District Court Southern District of California
333 West Broadway, Suite 420
San Diego, CA 92101
Telephone: 619-557-5600

Copies of your Notice of Appearance must also be mailed to counsel for the Plaintiff and the Defendant at the addresses listed below:

For the Class:

Ronald A. Marron
Law Offices of Ronald Marron, APLC
651 Arroyo Drive
San Diego, CA 92103
Telephone: 619-696-9006

For Defendant Ferrara Candy Co.:

Neal A. Potischman
Davis Polk & Wardwell, LLP
1600 El Camino Real
Menlo Park, California 94025
Telephone: (650) 752-2000

What if I do Nothing?

IF YOU DO NOTHING, AND THE COURT APPROVES THE SETTLEMENT, YOU WILL NO LONGER HAVE THE ABILITY TO SUE FOR MONETARY DAMAGES OR INJUNCTIVE RELIEF WITH RESPECT TO YOUR PURCHASE OF SWEETARTS PRODUCTS DURING THE CLASS PERIOD, AND YOUR CLAIMS DURING THE CLASS PERIOD WILL BE RELEASED AND DISMISSED.

Who Represents the Class Members?

The Law Offices of Ronald A. Marron, APLC (“Class Counsel”) were appointed by the Court to represent you. Class Members have the right to hire their own lawyers, at their own expense, although there is no obligation to do so, and Class Counsel will represent all Class Members in this lawsuit who do not object or retain their own lawyer.

How will Class Counsel be Paid?

The Defendant has agreed that Class Counsel will seek an award of attorneys’ fees and costs. If the Court approves the award, the Defendant has agreed to pay Class Counsel’s attorneys’ fees and costs, up to \$272,000. Class Members are not responsible for paying Class Counsel.

When will the Court Hold a Hearing to Consider the Settlement?

On May 31 at 2:00 p.m., the Honorable Anthony J. Battaglia of the United States District Court for the Southern District of California will hold a hearing (the “Fairness Hearing”) in Courtroom 4A of the federal courthouse at 221 West Broadway, San Diego, California 92101. At the hearing, the Court will decide whether to approve the Settlement and will determine the amount of attorneys’ fees and costs and Plaintiff’s incentive award. You or your lawyer may appear at the Fairness Hearing *but do not have to do so*.

What is the Effect of Final Settlement Approval?

If the Court grants final approval of the Settlement, all members of the Class will release and forever discharge any and all claims or causes of action that have been, might have been, are now, or could have been brought relating to the transactions, actions, conduct and events that are the subject of this action or Settlement, arising from or related to the allegations in the complaint filed in this lawsuit or to Defendant’s marketing, advertising, promoting or distributing of the SweeTARTS Products.

If the Court does not approve the Settlement, the case will proceed as if no settlement had been attempted.

If the Settlement is not approved and litigation resumes, there can be no assurance that the Class will recover more than is provided for under the Settlement, or anything at all. In other words, there is no guarantee of success if litigation proceeds.

How Can I Obtain More Information?

Class Members can ask questions and review court documents associated with this case at www.SweetartsClassAction.com, or by writing the “Notice Administrator” at SweeTARTS Class Action Settlement, Classaura LLC, 1718 Peachtree St. #1080, Atlanta, GA 30309.

PLEASE DO NOT CONTACT THE COURT OR CLERK’S OFFICE REGARDING THIS NOTICE.