

Attention All Persons Who Purchased Certain Clif Bar & Company Products Since April 2014

**This Notice May Affect Your Rights
Please Read it Carefully**

*The United States District Court for the Northern District of California authorized this notice.
This is not a solicitation from a lawyer.*

Milan v. Clif Bar & Co., No. 18-cv-2354-JD (N.D. Cal.)

You may be a Class Member entitled to monetary compensation if you purchased certain varieties of the following Clif Bar products between April 2014 and March 2023 in California or New York, or between March 2019 and March 2023 in any other State.

Original Clif Bars	Clif Kid ZBars
	

THIS NOTICE CONCERNS YOUR LEGAL RIGHTS, WHICH ARE AFFECTED WHETHER YOU ACT OR DON'T. PLEASE READ IT CAREFULLY.

Summary of Your Legal Rights & Options	
Submit a Claim Form	The only way to get a monetary payment. Claim Forms must be submitted either online at the Settlement Website, www.BarsClassAction.com , or by mail to the following address: Bars Class Action Administrator, P.O. Box 671, Baton Rouge, LA 70821. Claims must be submitted or postmarked by November 25, 2024.
Ask to be Excluded	Get out of this lawsuit. Get no benefits from it. Keep your rights. If you ask to be excluded you will not be bound by what the Court does in this case and will keep any right you might have to sue Clif Bar & Company separately about the same legal claims in this lawsuit. If there is a recovery in this case, including under the proposed Settlement, you will not share in that recovery. You must request to be excluded by October 22, 2024.

Summary of Your Legal Rights & Options	
Object	<p>Tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate.</p> <p>You may file a written objection no later than October 22, 2024, and/or appear at the Final Approval Hearing to tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate.</p>
Do Nothing	<p>Stay in this lawsuit. Await the outcome. Give up certain rights.</p> <p>By doing nothing, you will get no cash payment and give up any right you may have to sue Clif Bar & Company separately about the same legal claims in this lawsuit because you will be bound by the Settlement and the Final Judgment.</p>

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.BarsClassAction.com, or by contacting Class Counsel at (619) 215-1741 or jfitzgerald@fmfpc.com, by accessing the Court docket in this case (for a fee) through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16th Floor, San Francisco, California 94102, file: *Milan v. Clif Bar & Co.*, No. 16-cv-2354-JD, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO
INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

Please read the remainder of this Notice for more detailed information about how to exercise your rights. To be excluded, you must act before October 22, 2024.

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Basic Information

1. Why is there a Class Notice?

You have the right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The court in charge of this case is the United States District Court for the Northern District of California (the “Court”), and the case is called *Ralph Milan et al. v. Clif Bar & Co.*, No. 18-cv-2354-JD. The case is assigned to the Honorable James Donato. The individuals who sued are called the Plaintiffs or Class Representatives, and the company they sued, Clif Bar & Company (“Clif Bar”), is called the Defendant in the litigation.

2. What is this lawsuit about?

The lawsuit alleges that Defendant violated certain laws in labeling its Clif Bars and ZBars with claims that made the products seem healthy, when Plaintiffs allege they were unhealthy due to their added sugar content. Clif Bar denies any wrongdoing of any kind and maintains that its products are not unhealthy due to added sugar content and that the statements on its Clif Bars' and ZBars' labeling are true and not misleading.

3. Why is this a class action?

In a class action, one or more people called "Class Representatives" (in this case, Ralph Milan and Elizabeth Arnold), sue on behalf of people who have similar claims, all of whom are a "Class," or "Class Members." Bringing a case, such as this one, as a class action allows the adjudication of many similar claims of consumers that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

Clif Bar denies that it did anything wrong. The parties have agreed to a Settlement, which will allow both sides to avoid the risk and cost of further litigation. The Court has not decided in favor of the Class Representatives or Clif Bar.

Who is in the Settlement?

5. How do I know if I am part of the Settlement?

The Settlement Class includes all persons who, during the Class Period, purchased in the United States, for household use and not for resale or distribution, one of the Class Products. Settlement Agreement ¶ 2.7.

"Class Period" means (i) April 19, 2014 to March 31, 2023 for Class Members in California and New York; and (ii) March 31, 2019 to March 31, 2023 for Class Members outside of California and New York.

"Class Products" means (i) original Clif Bars in labeling or packaging bearing the phrase "Nutrition for Sustained Energy"; and (ii) Clif Kid ZBars in packaging bearing claims such as "No High Fructose Corn Syrup;" "Nourishing Kids in Motion;" "In raising our family, finding nutritious on-the-go snacks for our kids wasn't easy. That's why we created Clif Kid – wholesome, delicious snacks made with organic ingredients to help keep kids going, growing, and exploring;" "Blend of carbs, fiber, protein, and fat gives kids energy so they can keep Zipping and Zooming along Keep Kids Going and Growing," and similar Challenged Claims (as identified in the Complaint in the Action).

6. What if I am still not sure if I am included in the Settlement?

If you are not sure whether you are a Class Member, or have any other questions about the

Settlement, you should visit the Settlement Website, www.BarsClassAction.com, or call the Settlement Administrator toll-free at (844) 537-1156.

What are the Terms of the Settlement?

7. What types of relief does the Settlement provide?

The Settlement provides both monetary damages and injunctive relief to all Class Members. Class Members who make valid claims will be entitled to monetary compensation. In addition, Clif Bar has agreed not to use some statements on the Class Products' labeling for a period of at least two years.

8. What is the Settlement Fund?

As part of the Settlement, Clif Bar has agreed to establish a \$12,000,000 "Settlement Fund" to pay all Settlement expenses, including Class Notice and Administration Expenses, attorneys' fees and costs, Service Awards for the Class Representatives, and cash refunds for Class Members who make claims.

9. What can I get from the Settlement?

Class Members who timely submit a valid approved claim are entitled to compensation. Each timely, valid claimant will receive a payment based on the type and estimated amount of Class Products purchased during the Class Period.

- a. Class Members, whether or not they provide Proof of Purchase, may receive:
 - i. Five dollars (\$5) if they purchased up to 30 bars;
 - ii. Ten dollars (\$10) if they purchased between 31 and 60 bars; and
 - iii. Fifteen dollars (\$15) if they purchased more than 60 bars.
- b. Class Members who provide Proof of Purchase may receive \$15 for the first 60 bars, plus twenty-five cents (\$0.25) for each additional bar up to a maximum recovery of fifty dollars (\$50), (i.e., if there is Proof of Purchase for 75 bars, that claimant may receive $\$15 + 15 \times \$0.25 = \$18.75$).

These amounts are subject to a pro rata increase or decrease if the value of all approved Claims either exceeds or falls short of the amount available to Class Members.

10. What am I giving up to get a payment?

If you are a Class Member, unless you exclude yourself from the Settlement, you cannot sue Defendant, continue to sue, or be part of any other lawsuit against Defendant for claims released in this Settlement. It also means that all decisions by the Court will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement and describe the legal claims that you give up (or "release") if you stay in the Settlement. The Released Claims relate to the Class Products and issues raised in the lawsuit. The Settlement Agreement is available on the Settlement Website, www.BarsClassAction.com.

11. How do I make a claim?

Class Members wishing to make a claim must either (a) visit the Settlement Website, www.BarsClassAction.com, and submit a claim form online, or (b) print, fill out, and mail the claim form to the Settlement Administrator at the following address: Bars Class Action Administrator, P.O. Box 671, Baton Rouge, LA 70821. **The deadline for submitting a claim is November 25, 2024.**

12. When will I get my cash refund?

Payments will be made to Class Members who submit valid and timely Claim Forms after the Court grants “final approval” to the Settlement, and after any appeals are resolved. If the Court approves the Settlement, there may be appeals. It is always uncertain when these appeals will be resolved, and resolving them can take time. Please be patient.

13. What injunctive relief does the Settlement provide?

As part of the Settlement, Clif Bar will modify the labels of the Class Products and will commit not to use on the Class Products the labeling statements identified below for a period of 24 months, so long as a Class Product contains more than 10% of calories from added sugar. Beginning no later than 12 months following the date the Judgment becomes final, Clif Bar will not distribute Class Products with labels that contain the specified statements:

Clif Bars: Clif Bar will refrain from using the word “Nutrition” (including “Nutritious”).

Clif Kid ZBars: Clif Bar will refrain from using the word “Nutritious,” and the phrase, “Nourishing Kids in Motion.”

Excluding Yourself from the Settlement

14. How do I get out of the Settlement?

If you do not want to be bound by this Settlement, you must request to be excluded from the Class. If you request to be excluded, you will retain any individual rights you have against Defendant and will not have “released” it from any of the Released Claims. However, you will *not* be eligible to receive compensation under the Settlement, as described above. You also may not object to the Settlement if you request to be excluded.

To exclude yourself (or “opt-out”) from the Settlement, you must submit online, or mail to the Settlement Administrator at the below address a written request to be excluded. Your written request must: (a) contain the name of this lawsuit, *Milan v. Clif Bar & Co.*, No. 18-cv-2354-JD; (b) contain your full name and address; (c) state that you wish to be excluded from the Settlement; and (d) be signed by you or your attorney. Forms are available to submit or print at the Settlement Website, www.BarsClassAction.com. Printed forms should be mailed to the following address:

Bars Class Action Administrator
P.O. Box 671
Baton Rouge, LA 70821

To be timely, an opt-out form must be submitted online or postmarked on or before October 22, 2024.

15. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves (i.e., those claims defined in the Settlement Agreement as the "Released Claims"). If you have a pending lawsuit against Defendant regarding similar claims, speak to your lawyer in that lawsuit immediately. You may need to exclude yourself from this Settlement to continue your own lawsuit. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered in the Action relating to the Settlement.

16. If I exclude myself, can I still get a Settlement payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not submit a Claim Form asking for benefits.

Objecting to the Settlement

17. How do I tell the Court if I do not like the Settlement?

If you are a Class Member, you can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, 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 hiring and paying that attorney.

All written objections and supporting papers must:

- (a) clear identification of the case name and number (*Milan v. Clif Bar & Co.*, No. 18-cv-2354-JD (N.D. Cal.));
- (b) the objector's name, address, telephone number and if represented by counsel, the name, address, and telephone number of his/her counsel;
- (c) a statement under oath that the objector is a Class Member;
- (d) a statement of the objection and the specific grounds supporting the objection;
- (e) a statement whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class;
- (f) copies of any papers, briefs, or other documents upon which the objection is based; and
- (g) the objector's handwritten, dated signature.

Objections must be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16th Floor, San Francisco, California 94102, and be **filed**

or postmarked on or before October 22, 2024.

18. What is the difference between objecting and excluding myself?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you. Therefore, if you submit both a Request for Exclusion Form and Objection, you will be deemed to have opted out of the Settlement, and thus to be ineligible to object. However, any objecting Class Member who has not timely submitted a completed Request for Exclusion Form will be bound by the terms of the Agreement upon the Court's final approval of the Settlement.

The Lawyers Representing You

19. Do I have a lawyer in the case?

Yes. The Court has appointed [Fitzgerald Monroe Flynn PC](#) as Class Counsel. The lawyers will be compensated from the Settlement Fund, in an amount to be determined by the Court. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

Class Counsel spent considerable time and effort prosecuting this matter on a purely contingent fee basis, and advanced the expenses of the litigation, in the expectation that they would receive a fee, and have expenses reimbursed, only if there was a benefit created for the Class.

Class Counsel will file a motion on or before September 9, 2024, seeking an award of up to one-third of the Settlement Fund in fees, and reimbursement of case expenses totaling up to \$917,584.35, plus any expenses incurred after preliminary approval. Class Counsel will also seek on behalf of the Class Representatives Service Awards of \$5,000 each for Ralph Milan and Elizabeth Arnold. The Court will determine the amount of fees, expenses, and service awards that will be paid from the Settlement Fund.

After Class Counsel's motion for attorneys' fees, expenses, and service awards is filed on or before September 9, 2024, it will be posted on the Settlement Website, www.BarsClassAction.com, and you will have an opportunity to review and comment on the motion via an objection.

Appearing in the Lawsuit

21. Can I appear or speak in this lawsuit regarding the 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 regarding the proposed Settlement. This is called making an appearance. You can also have your own lawyer appear in court and speak for you, but you will have to pay for the lawyer yourself.

The Court's Final Approval Hearing

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing (sometimes called a “fairness hearing”) on **November 14, 2024, at 10:00 a.m. California time**, at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, in Courtroom 11, on the 19th Floor. Prior to the hearing date, the Courtroom Deputy will publish a notice on the case docket explaining how the hearing will be conducted, and providing access information for counsel and for members of the public and press. **PLEASE NOTE THAT the date of the Final Approval Hearing date may change without further notice to the Class.** It is strongly advised to check the Settlement Website or the Court’s PACER site to confirm that the date has not been changed.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to award to Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement.

23. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you filed or mailed your written objection to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the hearing?

Yes. You may appear and speak at the Final Approval Hearing. Although it is not required, if you intend to appear and speak, you are requested to file with the Court and/or serve on the Parties a “Notice of Intent to Appear,” no later than (7) days before the Final Approval Hearing. Persons who opt out, however, may not appear and be heard.

If You Do Nothing

25. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you will not be able to start a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case, ever again.

Final Settlement Approval

26. What is the effect of final Settlement approval?

If the Court grants final approval of the Settlement, all members of the Class who have not excluded themselves will release and forever discharge any and claims that have been, might have been, are now, or could have been brought arising out of or relating to the facts alleged in the

Complaint filed in this Action, including the labeling, marketing, advertising, promotion, or distribution of the Class Products at any time during the Class Period.

Getting More Information

27. How can I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at the Settlement Website, www.BarsClassAction.com. If you have additional questions, you can visit the Settlement Website or contact the Settlement Administrator:

By Mail: Bars Class Action Administrator

P.O. Box 671
Baton Rouge, LA 70821

By Email: info@BarsClassAction.com

By Phone (Toll Free): (844) 537-1156

Updates will be posted at the Settlement Website, as information about the Settlement process becomes available.

You are also welcome to contact [Class Counsel](#) with any questions:

By Email: jfitzgerald@fmfpc.com

By Phone: (619) 692-1741

For a more detailed statement of the matters involved in the litigation or the Settlement, you may review the various documents on the Settlement Website, and/or the other documents filed in this case by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16th Floor, San Francisco, California 94102, file: *Milan v. Clif Bar & Co.*, No. 18-cv-2354-JD), between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.