

**Attention All Persons Who Purchased Certain Post Cereals Since August 29, 2012**

**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.*

*Krommenhock v. Post Foods, LLC, No. 16-cv-4958-WHO (N.D. Cal.)*

You may be a Class Member entitled to monetary compensation if you purchased certain varieties of any of the following Post brand cereals between August 29, 2012 and November 2, 2020:

- Honey Bunches of Oats
- Great Grains
- Post Raisin Bran
- Post Bran Flakes
- Honey Bunches of Oats Granola
- Post Selects – Blueberry Morning
- Honeycomb
- Shredded Wheat
- Alpha-Bits
- Waffle Crisp
- Golden Crisp

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

<b>Summary of Your Legal Rights &amp; Options</b>	
<b>Submit a Claim Form</b>	The only way to get a monetary payment. Claim Forms must be submitted either online at the settlement website, <a href="http://www.AddedSugarClassAction">www.AddedSugarClassAction</a> , or by mail to the following address: PO Box 671, Baton Rouge, LA 70821. <b>Claims must be submitted or postmarked by May 19, 2021.</b>
<b>Ask to be Excluded</b>	<b>Get out of this lawsuit. Get no benefits from it. Keep your rights.</b> 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 Post 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 May 19, 2021.
<b>Object</b>	<b>Tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate.</b> You may file a written objection no later than May 19, 2021 and/or appear at the Final Approval Hearing to tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate.
<b>Do Nothing</b>	<b>Stay in this lawsuit. Await the outcome. Give up certain rights.</b> By doing nothing, you will get no cash payment and give up any right you may have to sue Post separately about the same legal claims in this lawsuit because you will be bound by the Settlement and the class judgment.

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.AddedSugarClassAction.com](http://www.AddedSugarClassAction.com), or by contacting Class Counsel at (619) 692-3840 or [PostClassAction@jackfitzgeraldlaw.com](mailto:PostClassAction@jackfitzgeraldlaw.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: *Krommenhock et al. v. Post Foods, LLC*, No. 16-cv-04958-WHO, 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 May 19, 2021.**

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**WHAT THIS NOTICE CONTAINS**

**Basic Information..... 3**

1. Why is there a Notice? ..... 3

2. What is this lawsuit about? ..... 3

3. Why is this a class action? ..... 3

4. Why is there a settlement? ..... 3

**Who is in the Settlement? ..... 4**

5. How do I know if I am part of the Settlement?..... 4

6. What if I am still not sure if I am included in the Settlement? ..... 4

**What are the Terms of the Settlement? ..... 4**

7. What types of relief does the Settlement provide? ..... 4

8. What is the Settlement Fund? ..... 4

9. What can I get from the Settlement?..... 4

10. What am I giving up to get a payment or stay in the Settlement? ..... 4

11. How do I make a claim for a Cash Refund? ..... 5

12. When will I get my Cash Refund? ..... 5

13. What injunctive relief does the Settlement provide? ..... 5

**Excluding Yourself from the Settlement..... 6**

14. How do I get out of the Settlement? ..... 6

15. If I don’t exclude myself, can I sue the Defendant for the same thing later? ..... 6

16. If I exclude myself, can I still get a Settlement payment? ..... 6

**Objecting to the Settlement..... 7**

17. How do I tell the Court if I do not like the Settlement?..... 7

18. What is the difference between objecting and excluding myself?..... 7

<b>The Lawyers Representing You .....</b>	<b>8</b>
19. Do I have a lawyer in the case? .....	8
20. How will the lawyers be paid?.....	8
<b>The Court’s Final Approval Hearing.....</b>	<b>8</b>
21. When and where will the Court decide whether to approve the Settlement? .....	8
22. Do I have to come to the hearing? .....	9
23. May I speak at the hearing? .....	9
<b>If You Do Nothing.....</b>	<b>9</b>
24. What happens if I do nothing at all? .....	9
<b>Getting More Information .....</b>	<b>9</b>
25. How can I get more information? .....	9
<b>Appendix of Class Products .....</b>	<b>11</b>

**Basic Information**

**1. Why is there a 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 *Debbie Krommenhock et al. v. Post Foods, LLC*, Case No. 16-cv-04958-WHO (N.D. Cal.). The case is assigned to the Honorable William H. Orrick. The individuals who sued are called the Plaintiffs or Class Representatives, and the company they sued, Post Foods, LLC (“Post”), is called the Defendant.

**2. What is this lawsuit about?**

The lawsuit alleges that Defendant violated certain laws in labeling certain breakfast cereals with claims that made the products seem healthy, when Plaintiffs allege they were in fact unhealthy due to their added sugar content. Defendant denies any wrongdoing of any kind, and maintains that the statements on its cereal labels are true and that its cereals are nutrient-dense, healthy foods.

**3. Why is this a class action?**

In a class action, one or more people called “Class Representatives” (in this case, Debbie Krommenhock and Stephen Hadley), 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?**

The Defendant 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 the Defendant. The Class Representatives and their attorneys think the Settlement is in the best interest of the Settlement Class.

### **Who is in the Settlement?**

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

The Settlement Class includes all persons in the United States who, between August 29, 2012 and November 2, 2020 (the “Class Period”), purchased in the United States, for household use and not for resale or distribution, one of the Class Products. The Class Products include certain varieties and sizes of Post Raisin Bran, Post Bran Flakes, Post Selects – Blueberry Morning, Great Grains, Honey Bunches of Oats, Honey Bunches of Granola, Shredded Wheat, Alpha Bits, Golden Crisp, Honeycomb, and Waffle Crisp. The specific products included in the Settlement are identified in the attached Appendix.

#### **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.AddedSugarClassAction.com](http://www.AddedSugarClassAction.com), or call the Class Administrator toll-free at (844) 970-1302.

### **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 claims will be entitled to monetary compensation, on a *pro rata* basis, depending on which and how many boxes of cereal they purchased during the Class Period. In addition, Post has agreed not to use some statements on the Class Products’ labeling through the end of 2022.

#### **8. What is the Settlement Fund?**

As part of the Settlement, Post has agreed to establish a \$15,000,000 “Settlement Fund” to pay all Settlement Expenses, including the costs of Class Notice and Administration, 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. Based on the estimated number of claims that will be made, the estimated average payment is approximately \$14.28. However, the actual amount any single person will receive depends on both the number of claims made, and each claimant’s purchase history, and may be significantly more or less than \$14.28.

#### **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 about the claims

released in this Settlement. It also means that all decisions by the Court will bind you. The Released Claims and Released Post Persons 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.AddedSugarClassAction.com](http://www.AddedSugarClassAction.com).

### **11. How do I make a claim?**

Class Members wishing to make a claim must either (a) visit the Settlement Website, [www.AddedSugarClassAction.com](http://www.AddedSugarClassAction.com), and submit a claim form online, or (b) print, fill out, and mail the claim form to the Class Administrator at the following address: PO Box 671, Baton Rouge, LA 70821. **The deadline for submitting a claim is May 19, 2021.**

### **12. When will I get my Cash Refund?**

Payments will be made to Class Members who make 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, Post will modify (or in some cases has already modified) the labels of the Class Products, and will commit not to use the labeling statements identified below through December 31, 2022 on the Class Products, so long as the product contains more than 10% of calories from added sugar per serving. After being given a reasonable time to make and implement such changes, Post will not produce products with labels that contain the specified statements:

#### **Great Grains**

- “Less Processed” and “good for you” claims (e.g., “Less Processed Nutrition You Can See,” “Why less processed? Quite Simply because it’s good for you!”)
- “Whole Foods” claims (e.g. “It’s whole foods from the field to your bowl!”)

#### **Honey Bunches of Oats**

- “Our Post Promise / No High Fructose Corn Syrup”
- “Rich in nutrients”

#### **Shredded Wheat**

- “THE BISCUIT OF BENEFITS ... So what does this mean in terms of health benefits for you? They are so plentiful, the cereal could be renamed Biscuit of Benefits”
- “Natural source of fiber”
- “100% Natural”

#### **Post Raisin Bran.**

- “Natural advantage”

#### **Post Bran Flakes.**

- “help keep you healthy”

**Alpha-Bits.**

- “Nutrients that are building blocks for your child’s development”
- “Smart Snack”

**Honeycomb.**

- “Nutritious”
- “Healthy”

**Waffle Crisp.**

- “Iron & Zinc for Growth”

**Golden Crisp.**

- “Wholesome”

**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 mail a written request to be excluded to the Class Administrator at the below address. Your written request must: (a) contain the name of this lawsuit, *Krommenhock v. Post Foods, LLC*, No. 5:16-cv-04958-WHO; (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. You may access an example exclusion form from the Settlement Website, [www.AddedSugarClassAction.com](http://www.AddedSugarClassAction.com).

*Krommenhock v. Post Foods, LLC* Class Administrator

PO Box 671

Baton Rouge, LA 70821

**To be timely, your request for exclusion must be postmarked on or before May 19, 2021.**

**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 object to the proposed Settlement if you do not like any part of it. You can ask the Court to deny approval by filing an objection. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. Any objection to the Settlement should be in writing and either filed with the Court or postmarked and mailed to 450 Golden Gate Avenue, 16th Floor, San Francisco, California 94102 on or before May 19, 2021. Any objection should contain:

- A caption or title that clearly identifies the Action (*Krommenhock v. Post Foods, LLC*, No. 16-cv-4958-WHO (N.D. Cal.)), and that the document is an objection;
- Your name, current address, and telephone number, or your lawyer's name, address, and telephone number if you are objecting through counsel;
- What Class Product(s) you bought during the Class Period;
- A clear and concise statement of your objection, as well as any facts and law supporting the objection;
- If you (or your lawyer) want to appear and speak at the Final Approval Hearing, a statement that you wish to appear and speak;
- Your signature; and
- The signature of your counsel, if any.

You may object either on your own or through an attorney hired at your expense. If you object through an attorney, you must either sign the Objection itself, or execute a separate declaration stating that you authorize the filing of the Objection. If you want yourself or your own lawyer (instead of Class Counsel) to appear at the Final Approval Hearing, you should file a "Notice of Intent to Appear" with the Court no later than May 19, 2021.

Remember, if you object to the Settlement, you can still make a claim by submitting a timely Claim Form. For directions on submitting a claim, see Question 11, above. **TO BE VALID, ALL CLAIMS MUST BE POSTMARKED OR SUBMITTED ONLINE NO LATER THAN May 19, 2021.**

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

Objecting is simply 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 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 request for exclusion 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 The Law Office of Jack Fitzgerald, PC and Jackson & Foster LLC 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 April 14, 2021 seeking an award of up to one-third of the Settlement Fund in fees, and reimbursement of case expenses totaling approximately \$967,607, plus any expenses incurred after preliminary approval. Class Counsel will also seek on behalf of the Class Representatives service awards of \$7,500 each for Debbie Krommenhock and Stephen Hadley. 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 April 14, 2021, it will be posted on the Settlement Website, [www.AddedSugarClassAction.com](http://www.AddedSugarClassAction.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 June 23, 2021, at 2:00 p.m., which may be held telephonically or through Zoom videoconference. 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 a “Notice of Intent to Appear” with the Court, no later than May 19, 2021. 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**

**25. What is the effect of final settlement approval?**

If the Court grants final approval of the Proposed 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 complaints 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**

**26. 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.AddedSugarClassAction.com](http://www.AddedSugarClassAction.com). If you have additional questions, you can visit the Settlement Website or contact the Class Administrator:

**By Mail:** PO Box 671, Baton Rouge, LA 70821

**By Email:** [info@AddedSugarClassAction.com](mailto:info@AddedSugarClassAction.com)

**By Phone (Toll Free):** (844) 970-1302

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:** [PostClassAction@jackfitzgeraldlaw.com](mailto:PostClassAction@jackfitzgeraldlaw.com)

**By Phone:** (619) 692-3840

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 visiting, during business hours, the Clerk's Office at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16th Floor, San Francisco, California 94102, file: *Krommenhock et al. v. Post Foods, LLC*, (No. 16-cv-04958-WHO), or by accessing the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at [www.pacer.gov](http://www.pacer.gov).

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**PLEASE DO NOT TELEPHONE OR ADDRESS ANY QUESTIONS ABOUT THE CASE OR SETTLEMENT TO THE CLERK OF THE COURT OR TO THE JUDGE. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS. THE COURT EXPRESSES NO VIEW AS TO THE MERITS OF ANY CLAIMS OR DEFENSES ASSERTED BY ANY PARTY TO THE ACTION.**

**Appendix of Class Products**

<b>Product</b>	<b>Flavors / Variations</b>	<b>Box Sizes</b>
<i>Raisin Bran</i>	NA	20 oz. 25 oz.
<i>Bran Flakes</i>	NA	16 oz.
<i>Selects [Discontinued after 2016]</i>	Blueberry Morning	13.5 oz.
<i>Great Grains</i>	Blueberry Morning	13.5 oz.
	Cranberry Almond Crunch	14 oz.
	Banana Nut Crunch	14.75 oz.
	Raisin Dates & Pecans	15.5 oz.
	Crunchy Pecans	15.9 oz.
	Blueberry Pomegranate	16 oz.
	Protein Blend: Honey, Oats & Seeds	17 oz.
	Protein Blend: Cinnamon Hazelnut	19 oz. 20.8 oz. 40.5 oz.
<i>Honey Bunches of Oats</i>		2.25 oz.
		4.3 oz.
		12.25 oz.
	Honey Roasted	12.5 oz.
	Almonds	13 oz.
	Raisin Medley	14 oz.
	Pecan Bunches	14.5 oz.
	Cinnamon Bunches	14.75 oz.
	Vanilla Bunches	15 oz.
	Apples & Cinnamon Bunches	15.5 oz.
	Real Strawberries	16 oz.
	Real Peaches	16.5 oz.
	Fruit Blends Banana Blueberry	17 oz.
	Fruit Blends Peach Raspberry	18 oz.
	Tropical Blends Mango Coconut	19.5 oz.
	Whole Grain with Vanilla Bunches	20 oz.
	Whole Grain Honey Crunch	23 oz.
	Greek Honey Crunch	24.5 oz.
	Greek Mixed Berry	27 oz.
	Morning Energy Cinnamon Crunch	28 oz.
	Morning Energy Chocolatey Almond Crunch	30.5 oz.
		35.5 oz.
		36 oz.
	39 oz.	
	40 oz.	
	48 oz.	
<i>Honey Bunches of Oats Granola</i>	Honey Roasted	10 oz.
	Raspberry	11 oz.

<b>Product</b>	<b>Flavors / Variations</b>	<b>Box Sizes</b>
	Cinnamon Protein Dark Chocolate	20 oz.
<i>Shredded Wheat [Discontinued after 2018]</i>	Honey Nut Crunch!	18.25 oz. 19 oz. 20 oz.
<i>Alpha-Bits</i>	NA	1 oz. 11.5 oz. 12 oz. 18 oz.
<i>Golden Crisp</i>	NA	14.75 oz. 17 oz. 23 oz. 29.5 oz. 30 oz. 39.5 oz.
<i>Honeycomb</i>	NA	12.5 oz. 16 oz. 25 oz.33 oz. 35 oz. 35.5 oz.
<i>Waffle Crisp</i>	NA	11.5 oz.