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**Attention All United States Purchasers of Sara Lee All Butter Pound Cake  
Between April 27, 2017, and July 29, 2022**

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**This Notice may affect your rights. Please read it carefully.**

*A court has authorized this Notice. This is not a solicitation from a lawyer.*

- A proposed Settlement has been reached in a class action lawsuit (“lawsuit”) called *Grayer v. Sara Lee Frozen Bakery, LLC*, Case No. 2022LA000002, filed in the Third Judicial Circuit of Madison County, Illinois.
- The lawsuit contends that the Sara Lee Products were inappropriately marketed as being “All Butter Pound Cake.” Sara Lee Frozen Bakery, LLC (“Defendant”) denies any wrongdoing and denies all of the allegations made in the lawsuit. Defendant contends that the Products have always been truthfully marketed and labeled. Defendant has settled this case to avoid further litigation and distraction of resources from its business.
- You are included in the Settlement if you meet all the following criteria:
  - Purchased Sara Lee Products that contain the labeling “All Butter Pound Cake”;
  - Purchased between April 27, 2017, and July 29, 2022;
  - Purchased in the United States; and
  - Purchased for personal use and not resale.
- To settle the case, Defendant has agreed to:
  - Change its labeling practices; and
  - Provide a Settlement Benefit of:
    - § \$1.00 per Product purchased, up to 5 Products or \$5.00 per Household, to Claimants who file a valid Claim Form and do not have Proof of Purchase.
    - § \$1.00 per Product up to 20 Products or \$20.00 per Household, to Claimants who file a valid Claim Form and have a Proof of Purchase.
  - For avoidance of doubt, a Settlement Class Member may file a single Claim Form and only one valid claim per Household is eligible for a Settlement Benefit. “Household” is defined as indicia that Settlement Class Members reside in the same residence (i.e., they share the same mailing address, same payment account, or other evidence of sharing a residence). The minimum payment for any valid Claim Form shall be \$3.00 per Household, regardless of whether Proof of Purchase is filed along with the Claim Form.
- The total combined Settlement Benefits for all Settlement Class Members is limited to \$1,000,000.00. If the total amount of valid claims exceeds \$1,000,000.00, then the distribution to Settlement Class Members will be reduced on a pro rata basis.
- The lawyers who brought the lawsuit will ask the Court for up to \$400,000.00 to be paid by Defendants as attorneys’ fees and expenses for investigating the facts, litigating the case, and negotiating the Settlement. They will also ask for \$2,500.00 for the Plaintiff who brought this lawsuit. That payment is called the “Class Representative Service Award.”
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.buttercakesettlement.com](http://www.buttercakesettlement.com), or contact the

Settlement Administrator at Kroll Settlement Administration LLC, (833) 620-3581.

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

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>Submit a Claim Form</b>	The only way to receive payment under the Settlement for your purchases.	<b>October 11, 2022</b>
<b>Opt-Out</b>	Get out of the lawsuit and the Settlement. This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against the Defendant. You will receive no payment from this Settlement. (If you want to opt-out of the Settlement, you <b>must</b> submit a written Request for Exclusion that includes the requirements under the Settlement Agreement and must do so by the Opt-Out/Exclusion Deadline.)	<b>October 11, 2022</b>
<b>File Objection</b>	Write to the Court about any aspect of the Settlement you don’t like or you don’t think is fair, adequate, or reasonable. Any Objection must also be served on the Parties.	<b>October 11, 2022</b>
<b>Go to a Hearing</b>	Speak in Court about the Settlement. (If you object to any aspect of the Settlement, you <b>must</b> submit a written Objection by the Objection Deadline noted above and complete other requirements under the Settlement Agreement.)	<b>November 17, 2022 at 9 a.m. CT</b>
<b>Do Nothing</b>	You will receive the benefit of marketing changes but no payment and have no right to sue Defendant later for the claims released by the Settlement.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Settlement Benefit payments will be made to Settlement Class Members only if the Court approves the Settlement. If there are appeals, payments will not be made until the appeals are resolved and the Settlement becomes effective. Please be patient.
- **Final Approval Hearing**  
On November 17, 2022 at 9 am CT, the Court will hold a hearing to determine: (1) whether the proposed Settlement should be approved as fair, reasonable, and adequate and should receive final approval; (2) the Released Claims of the Settlement Class against the Released Parties should be dismissed with prejudice; (3) whether Class Counsel’s Fee Application for a Fee Award should be granted; and (4) whether the application for the Class Representative Service Award payment should be granted. The hearing will be held in the Third Judicial Circuit of Madison County, Illinois, 155 N. Main Street Edwardsville, IL 62025. The hearing will be held in the courtroom of the Honorable Judge Smith. This hearing date may change without further notice to you. Consult the Settlement Website at [www.buttercakesettlement.com](http://www.buttercakesettlement.com), or the Court docket in this case available through the Court’s website ([www.co.madison.il.us](http://www.co.madison.il.us)), for updated

information on the hearing date and time.

### **Important Dates**

October 11, 2022	Claims Deadline
October 11, 2022	Objection Deadline
October 11, 2022	Opt-Out Deadline
November 17, 2022 at 9 a.m. CT	Fairness Hearing

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## **1. How Do I Know If I Am Affected By The Lawsuit and Settlement?**

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This case involves Products purchased in the United States between April 27, 2017, and July 29, 2022.

For purposes of Settlement only, the Court has conditionally certified a Settlement Class that is defined as all Persons who purchased Sara Lee branded Products that contain the phrase “All Butter Pound Cake” on the labels, in the United States, not for resale, between April 27, 2017, and July 29, 2022.

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue.

## **2. What Is The Lawsuit About?**

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A lawsuit was brought by Plaintiff against Defendant for the marketing and labeling of its Products as “All Butter Pound Cake.” Defendant denies that there is any factual or legal basis for Plaintiff’s allegations. Plaintiff contends that Defendant’s marketing and labeling of the Products are misleading. Defendant contends that its Product Labeling is accurate, denies making any misrepresentations and, therefore, denies any liability. Defendant also denies that Plaintiff or any other members of the Settlement Class have suffered any injury or are entitled to monetary or other relief. Defendant also denies that this case can be certified as a class action, except for purposes of Settlement. The Court has not determined whether Plaintiff or Defendant is correct.

## **3. Why Is There A Lawsuit?**

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While Defendant denies that there is any legal entitlement to a refund or any other monetary relief, Plaintiff contends that the Defendant caused people to purchase the Products who would not otherwise have done so and/or caused people to pay more for the Products as a result of the advertising or labeling. The lawsuit seeks to recover, on behalf of a class of all Purchasers (except those who are otherwise excluded under the Settlement Agreement and those who purchased for resale purposes), money damages and injunctive relief as a result of the alleged misrepresentations.

## **4. Why Is This Case Being Settled?**

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Plaintiff filed their original lawsuit on April 27, 2021, and this lawsuit on January 4, 2022. Plaintiff’s Counsel have investigated the manufacture, marketing, and labeling of the Products. Defendants have produced relevant and critical information as a result of the lawsuits being filed, including financial and sales information pertaining to the Products. The Parties participated in a mediation session with the Honorable Wayne A. Andersen, retired United States District Judge for the Northern District of Illinois.

Based on investigation, counsel for both Plaintiff and Defendant have determined that there is significant risk, delay, and expense involved in continuing the litigation. In particular, there may be substantial difficulties establishing: (1) Defendant’s packaging and/or labeling of the Products were false or likely to deceive or confuse reasonable Persons; (2) the Products’ “All Butter Pound Cake” representation was material to reasonable consumers; (3) that any price premium can be attributed to the representation; and/or (4) that damages or restitution should be awarded or, if so, that any such award should be more than nominal. In particular, it may be difficult to establish that the volume of sales, or the pricing of Products, would have differed had the marketing and labeling been different.

Through the efforts of Judge Wayne Andersen (Ret.), the Parties have engaged in mediation and several rounds of settlement discussions over the course of several months and, after considering the risks and costs of further litigation, have concluded that it is desirable that the claims be settled and dismissed on the terms of the Settlement Agreement. Plaintiff and their counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Settlement Class Members.

## **5. What Can I Get In The Settlement?**

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Settlement Class Members may file a Claim Form for Settlement Benefit for Products purchased between April 27, 2017, and July 29, 2022, regardless of the price paid, subject to further adjustments or reductions:

- (a) Without Proof of Purchase. Settlement Class Members who do not have valid Proof(s) of Purchase may submit a Claim Form and recover up to \$1.00 per Product up to five Products or \$5.00 per Household.
- (b) With Proof of Purchase. Settlement Class Members who have valid Proof(s) of Purchase may submit a Claim Form and recover \$1.00 per Product up to twenty Products or \$20.00 per Household.
- (c) The minimum payment for any valid claim shall be \$3.00 per Household.
- (d) Settlement Class Members residing in the same Household (i.e., the same mailing address, same payment account, or other evidence of sharing a residence) who each submit a Claim Form shall only be entitled to a collective maximum payment of five dollars (\$5.00) or twenty dollars (\$20.00) per Household, depending on whether valid Proof(s) of Purchase is submitted. If one or more Settlement Class Members from the same Household submit Claim Forms, the Settlement Administrator shall only pay the recovery entitled to the first submitted valid and timely claim in the Household.
- (e) The Settlement Administrator may make further adjustments to the Settlement Benefit payments depending upon the specific number of valid Claim Forms and information provided during the claim process.
- (f) The Settlement also provides for a permanent injunction that prevents Defendant from using the label claim “All Butter Pound Cake.” Defendant will instead use “Classic Pound Cake.”

“Proof of Purchase” means a receipt, copies of receipts, paid invoices, or other similar types of documentation evidencing the purchase of Products from either Sara Lee, distributor, or authorized retailer by the Settlement Class Member during the Class Period. The legitimacy of the form of Proof of Purchase submitted shall be determined by the Settlement Administrator in consultation with both Parties.

Claims will be paid only if deemed valid and only after the Court approves the Settlement.

## **6. How Do I Make A Claim?**

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To make a claim, you must complete, certify, and send a Claim Form, which is available on the Settlement Website, [www.buttercakesettlement.com](http://www.buttercakesettlement.com). You can submit the Claim Form online, via electronic mail, or you can print it and mail it to the Settlement Administrator at: Kroll Settlement Administration, Grayer v. Sara Lee c/o Kroll Settlement Administration LLC, P.O. Box 5324 New York, NY 10150-5324. Claim Forms must be submitted online or postmarked by the Claim Deadline. Settlement Benefit payments will be issued only if the Court gives Final Approval to the proposed Settlement and after the Final Approval is no longer subject to appeal. Please be patient as this may take months or even years in the event that there is an appeal.

## **7. When Do I Get My Benefits?**

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Filing a Claim Form does not provide a guaranteed benefit. A Final Approval Hearing is scheduled for November 17, 2022. If the Court approves the Settlement and there are no appeals, the Settlement Benefit payments will be distributed approximately 44 days after the Settlement is no longer subject to appeal or review, unless otherwise ordered by the Court. If the Court does not approve the Settlement, or if the Settlement is overturned on appeal, no Settlement Benefit payments will be issued.

## **8. What Do Plaintiffs And Their Lawyers Get?**

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To date, Class Counsel has not been compensated for any of their work on this case. Class Counsel will present evidence to the Court as to the efforts to achieve this Settlement on behalf of the Class. As part of the Settlement, Class Counsel may apply to the Court to award them up to \$400,000 from Defendants to pay their fees and expenses. Any award to Class Counsel does not affect the funds available to pay claims.

In addition, the named Class Representative in this case may apply to the Court for a Class Representative Service Award up to \$2,500.00. This payment is designed to compensate the named Class Representative for the time, effort, and risks undertaken in pursuing this litigation.

Class Representative and Class Counsel will file an Application with the Court on or before 35 days prior to the Final Approval Hearing in support of their Fee Application for attorneys' fees and expenses and payments as Class Representative Service Awards. A copy of that Application will be available on the Settlement Website. The Court will determine the amount of attorneys' fees and expenses as well as the amount of Class Representative Service Award.

## **9. What Happens If I Do Not Opt-Out From The Settlement?**

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If you are a Class Member and you do not opt-out from the Settlement, you will be legally bound by all orders and judgment of the Court and to the Releases of the Claims in a stipulation of Settlement. This means that in exchange for being a Settlement Class Member and being eligible for the Settlement Benefits of the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendant and/or any of the Released Parties 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 Released Claims, which describe exactly the legal claims that you give up:

- a) Upon the Effective Date, each of the Plaintiff and each Settlement Class Member who has not validly and timely submitted a Request for Exclusion shall be deemed to release and forever discharge any and all Released Parties of and from liability of any kind or type whatsoever for any and all Released Claims, and shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim(s) against any Released Party in any court or forum.
- b) The Parties agree that they may hereafter discover facts in addition to or different from those they believe to be true with respect to the subject matter of this Agreement. The Parties agree that, notwithstanding the discovery of the existence of any such additional or different facts that, if known, would materially affect its decision to enter into this Agreement, the releases herein given shall be and remain in effect as a full, final and complete general release of the Released Claims and the Parties shall not be entitled to modify or set aside this Agreement, either in whole or in part, by reason thereof. The Parties hereby waive and relinquish, to the fullest extent permitted by law, the rights and benefits of any statute which might otherwise render unenforceable a release contained in this Agreement.
- c) With respect to all Released Claims, the Parties agree that they are expressly waiving and relinquishing to the fullest extent permitted by law (a) the provisions, rights, and benefits conferred by Section 1542 of the California Code, which provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY” and (b) any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code.

## **10. How Do I Opt-Out From The Settlement?**

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You can opt-out from the Settlement Class if you wish to retain the right to sue Defendant separately for the Released Claims. If you opt-out, you cannot file a claim or Objection to the Settlement.

To opt-out, you must submit a Request for Exclusion either electronically via the Settlement Website or by hard copy via U.S. Mail to the Settlement Administrator at Kroll Settlement Administration, Grayer v. Sara Lee c/o Kroll Settlement Administration LLC, P.O. Box 5324 New York, NY 10150-5324. The Request for Exclusion must state a clear intention to be “excluded” or to “opt-out” of the Settlement, and must contain your name, current address, and telephone number, and must be signed and dated by you. The Request for Exclusion must be submitted online or postmarked by the Objection/Exclusion Deadline set forth above.

## **11. How Do I Object To The Settlement?**

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You can ask the Court to deny approval of the Settlement by timely filing an Objection with the Court. You can't ask the Court to order a larger Settlement; the Court can only approve or disallow the Settlement. If the Court denies approval to the entire Settlement, no Settlement Benefit payments will be sent out, and the lawsuit will continue.

You can also ask the Court to disapprove the requested payment to Plaintiff and/or Class Counsel. If those payments are disapproved, no additional money will be paid to the Settlement Class. Instead, the funds earmarked for Plaintiff and/or Class Counsel will be retained by Defendant.

You may also 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 paying that attorney.

Any Objection must contain a caption or title that identifies it as “Objection to Class Settlement in *Grayer v. Sara Lee Frozen Bakery, LLC*, Case No. 2022LA000002” and shall also contain: (a) information sufficient to identify and contact the objecting Settlement Class Member, including the name, address, telephone number, and, if available, the email address, and if represented by counsel, the foregoing information for his or her counsel; (b) whether the Settlement Class Member, or his or her counsel, intends to appear at the Final Approval Hearing; (c) a clear and concise statement of the Settlement Class Member’s Objection, including all bases and legal grounds for the Objection; (d) documents sufficient to establish the person’s standing as a Settlement Class Member, i.e., Proof of Purchase or verification under penalty of perjury as to the person’s purchase of Products during the Class Period; (e) an attestation that the Settlement Class Member did not purchase the Product in anticipation of objecting to the Settlement prior to the purchase of the Product; (f) a list of any other Objections submitted by the Settlement Class Member, or his/her counsel, to any class actions in any state or federal court in the United States in the previous five (5) years (or affirmatively stating that no such prior Objection has been made); and (g) the Settlement Class Member’s signature, in addition to the signature of his or her attorney, if any. Failure to include this information and documentation may be grounds for overruling and rejecting your Objection. All information listed herein must be filed with the Clerk of the Court, delivered by mail, express mail, or personal delivery such that the Objection is filed with the Clerk, served on the Parties, and sent to the Settlement Administrator on or before the Objection/Exclusion Deadline. By filing an Objection, you consent to the jurisdiction of the Court, including to any order of the Court to produce documents or provide testimony prior to the Final Approval Hearing. Settlement Class Members who submit a timely and valid Objection shall consent to deposition by either or both of the Parties prior to the Final Approval Hearing.

If you file an Objection to the Settlement but still want to submit a claim in the event the Court approves the Settlement, you must still timely submit a Claim Form according to the instructions described above.

You **must** also send a copy of your Objection to the Settlement Administrator, Class Counsel, and Defendants’ Counsel:

<p><u>Counsel for Class:</u> Craig D. Cherry Bruce Steckler Steckler Wayne Cherry &amp; Love, PLLC 8416 Old McGregor Rd. Waco, Texas 76712 craig@swclaw.com bruce@stecklerlaw.com</p>	<p><u>Counsel for Defendant:</u> David T. Biderman Carrie Akinaka Perkins Coie LLP 1888 Century Park East, Suite 1700 Los Angeles, California 90067 dbiderman@perkinscoie.com cakinaka@perkinscoie.com</p> <p>Dennis C. Hopkins Perkins Coie LLP 1155 6th Ave 22nd Floor New York, NY 10036 dhopkins@perkinscoie.com</p>
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## **12. When Will The Court Decide If The Settlement Is Approved?**

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The Court will hold a hearing on November 17, 2022 to consider whether to approve the Settlement. The hearing will be held in the Third Judicial Circuit Court Madison County, Illinois, 155 N. Main Street Edwardsville, IL 62025. The hearing will be held in the courtroom of the Honorable Judge Smith. The hearing is open to the public. This hearing date may change without further notice to you. Consult the Settlement Website at [www.buttercakesettlement.com](http://www.buttercakesettlement.com) or the Court docket in this case available through the Court's website ([www.co.madison.il.us](http://www.co.madison.il.us)), for updated information on the hearing date and time.

## **13. How Do I Get More Information?**

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You can inspect many of the court documents connected with this case on the Settlement Website at [www.buttercakesettlement.com](http://www.buttercakesettlement.com). Other papers filed in this lawsuit are available by accessing the Court docket in this case available through the Court's website ([www.co.madison.il.us](http://www.co.madison.il.us)).

You can contact the Settlement Administrator at (833) 620-3581, or by mail: Grayer v. Sara Lee c/o Kroll Settlement Administration LLC, P.O. Box 5324 New York, NY 10150-5324.

You can also obtain additional information by contacting Class Counsel:

Craig D. Cherry (*Pro Hac Vice motion to be filed*)  
Bruce Steckler  
Steckler Wayne Cherry & Love, PLLC  
8416 Old McGregor Rd.  
Waco, Texas 76712