

If you purchased Deep River brand potato chips labeled “Non-GMO Ingredients” from February 2, 2017 through December 6, 2024, you may be eligible for a monetary payment from a class action Settlement.

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

A \$4 million settlement has been reached in a class action lawsuit filed against Old Lyme Gourmet Co. (Deep River Snacks) (“Defendant”). Plaintiffs allege the Defendant labeled certain Deep River brand chips with the “Non-GMO Ingredients” graphic, which gave consumers the impression the Products were certified by a third-party, such as the Non-GMO Project, as being free from genetically modified ingredients. Plaintiffs allege that the Products contained GMO ingredients. The Defendant denies these allegations. The Court has not decided who is right.

You are a “Settlement Class Member” if you are a person in the United States who purchased any of the Products (potato chips sold under the Deep River Snacks brand name labeled with the “Non-GMO Ingredients” graphic) from February 2, 2017 through December 6, 2024 for personal or household use.

Monetary Benefits Available to Settlement Class Members: Settlement Class Members who submit a valid and timely Claim Form by the deadline are eligible for the following monetary payment:

1 – Valid Claim with Proof of Purchase: If you are a Settlement Class Member and submit a Valid Claim with proof of purchase for each claimed Product, you will receive \$5.00 for the first Product and \$0.50 for each additional Product. There is no limitation to the number of Products you can seek a monetary payment for if proof of purchase is provided for each claimed Product with your Claim Form.

2 – Valid Claim without Proof of Purchase: If you are a Settlement Class Member and submit a Valid Claim without proof of purchase, you will receive \$5.00 for the first Product and \$0.50 for each additional Product **up to a maximum of 10 additional Products.**

If you are a Settlement Class Member and submit a Valid Claim for Products with both Proof of Purchase *and* without Proof of Purchase, the monetary payment benefits will be combined. **Each Household is limited to and may only submit one single Claim Form.**

Non-Monetary Benefit: The Defendant agrees to stop using the “Non-GMO Ingredients” graphic on the packaging of its Products.

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

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to get a monetary payment is to submit a valid and timely Claim Form.	July 28, 2025
EXCLUDE YOURSELF	Get no monetary payment and keep any right to file your own lawsuit against the Released Parties about the legal claims in this lawsuit that are released by the Agreement (“Settlement Agreement”).	March 25, 2025
OBJECT	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it, and you may still file a Claim Form and receive a monetary payment.	March 25, 2025

Questions? Call 1-877-759-1882 or visit www.PotatoChipsSettlement.com

DO NOTHING	Get no monetary payment. Give up your legal rights.	
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These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

If you have any questions about this Notice, the Settlement, or your eligibility to participate in the Settlement, please visit www.PotatoChipsSettlement.com or call toll-free at 1-877-759-1882.

BASIC INFORMATION

1. Why is this Notice being provided?

A federal court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Judge Eric N. Vitaliano of the United States District Court for the Eastern District of New York is overseeing this class action. The lawsuits are known as *Rankins, et al. v. Old Lyme Gourmet Co. (d/b/a Deep River Snacks)*, Case No. 1:20-cv-1756-ENV-TAM (E.D.N.Y.) and *Wong, et al. v. Old Lyme Gourmet Co. (d/b/a Deep River Snacks)*, Case No. 3:20-CV-07095-WHO (N.D. Cal.). The persons who filed the lawsuits are called the “Plaintiffs” and the company sued, Old Lyme Gourmet Co. (d/b/a Deep River Snacks), is called the “Defendant.”

2. What is this lawsuit about?

Plaintiffs filed this lawsuit against the Defendant alleging the Defendant labeled certain Deep River brand potato chips with a “Non-GMO Ingredients” graphic, which gave consumers the impression that the Products were certified by a third-party, such as the Non-GMO Project, as being free from genetically modified ingredients. Plaintiffs allege that the Products contained GMO ingredients. The Defendant denies the allegations in the lawsuit. The Court has not decided who is right.

3. What is a class action?

In a class action lawsuit, one or more persons called plaintiffs sue on behalf of other persons who have similar legal claims. The people are a “class” or “settlement class members.” In this lawsuit, the people who sued are called the “Plaintiffs.” The company and people they are suing, Old Lyme Gourmet Co. (doing business as Deep River Snacks), is called the “Defendant.” One court resolves the issues for everyone in the class, except for those people who choose to exclude themselves (opt out) from the class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or the Defendant. Instead, both sides agreed to a Settlement to avoid the cost and risk of a trial. Settlement Class Members may submit a Claim Form for a monetary payment. The Plaintiffs and Class Counsel believe the Settlement is best for the Class and represents a fair, reasonable, and adequate resolution of the lawsuit.

The Defendant denies the legal claims in the lawsuit; denies all allegations of wrongdoing, fault, liability or damage to the Plaintiffs and the Class; and denies that it acted improperly or wrongfully in any way. The Defendant nevertheless recognizes the expense and time that would be required to defend the lawsuit through trial and has taken this into account in agreeing to the Settlement.

Questions? Call 1-877-759-1882 or visit www.PotatoChipsSettlement.com

WHO IS IN THE SETTLEMENT?

To see if you are eligible for a monetary payment, you first have to determine if you are a Settlement Class Member.

5. Am I part of the Settlement?

You are a Settlement Class Member if you are a person in the United States who purchased any of the Products from February 2, 2017 through December 6, 2024 for personal or household use.

“Product” means potato chips sold under the Deep River Snacks brand name that contained the “Non GMO Ingredients” graphic on the Product packaging. A complete list of the Products can be found at www.PotatoChipsSettlement.com.

The Product Labeling “Non GMO Ingredients” that appeared on Products looked like or was similar to the below images printed on packages. These images are different from what is currently on packages today.



You are excluded from being a Settlement Class Member if you are (a) the Released Parties¹; (b) all distributors, wholesalers, retailers, and licensors of the Products; (c) judges presiding over the Actions and any members of their immediate families and/or staff; (d) Persons who made a valid, timely request for exclusion; (e) the mediator Jill Sperber; and (f) any government entity.

6. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.PotatoChipsSettlement.com or call 1-877-759-1882.

THE SETTLEMENT BENEFITS – WHAT YOU CAN GET

7. What does the Settlement provide?

As a result of the Settlement, the Defendant has agreed to create a Settlement Fund of \$4 million. Monetary payments from the Settlement Fund will be paid to each Settlement Class Member who submits a valid and timely Claim Form.

Monetary Benefits Available to Settlement Class Members: Settlement Class Members who submit a valid and timely Claim Form by the deadline are eligible for the following monetary payment (“Monetary Benefits”):

¹ “Released Parties” means Defendant, and each and all of its respective present or former, direct or indirect parent companies, subsidiaries, shareholders, owners, affiliates, predecessors, successors and assigns, and each and all of their respective present or former members, officers, directors, managers, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, investment bankers, representatives, general and limited partners and partnerships, suppliers, co-manufacturers, distributors, any trust of which Defendant is a settlor, trustee, or beneficiary, heirs, executors, administrators, successors, affiliates, and assigns of each of them.

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1 – Valid Claim with Proof of Purchase: If you are a Settlement Class Member and submit a Valid Claim with proof of purchase for each claimed Product, you will receive \$5.00 for the first Product and \$0.50 for each additional Product. There is no limitation to the number of Products you can seek a monetary payment for if proof of purchase is provided for each claimed Product with your Claim Form.

2 – Valid Claim without Proof of Purchase: If you are a Settlement Class Member and submit a Valid Claim without proof of purchase, you will receive \$5.00 for the first Product and \$0.50 for each additional Product **up to a maximum of 10 additional Products**.

If you are a Settlement Class Member and submit a Valid Claim for Products with both Proof of Purchase *and* without Proof of Purchase, the monetary payment benefits will be combined. For example, a Settlement Class Member may make a Valid Claim for 6 Products with Proof of Purchase for each claimed Product (for \$7.50), and 3 Products without Proof of Purchase (for \$6.00) for a total of \$13.50.

Each Household is limited to and may only submit one single Claim Form. For purposes of the Settlement, Household is defined as any number of natural persons who currently or during the Class Period (from February 2, 2017 through December 6, 2024) occupied the same dwelling unit.

Non-Monetary Benefit: The Defendant agrees to stop using the “Non-GMO Ingredients” graphic on the packaging of its Products. The Defendant is not required to address third-party historical depictions of the Non-GMO Ingredients graphic on the Defendant’s packaging including on third-party websites or elsewhere where not controlled by the Defendant.

HOW TO GET BENEFITS FROM THE SETTLEMENT

8. How can I get a monetary payment?

To be eligible for a monetary payment, you must be a Settlement Class Member, and you must submit a valid and timely Claim Form online at www.PotatoChipsSettlement.com by **July 28, 2025**, or sign and return a valid and timely Claim Form by U.S. mail at the address below **postmarked** by **July 28, 2025**.

Rankins v. Old Lyme Gourmet Co.
Claim Administrator
P.O. Box 3757
Portland, OR 97208-3757

A Claim Form may be obtained from the Settlement Website, or you may request a Claim Form by contacting the Claim Administrator at the address below or by calling 1-877-759-1882. You will not receive a monetary payment from the Settlement if you file a request to be excluded as a Settlement Class Member, or if you do not submit a valid and timely Claim Form by the deadline.

9. When will I receive my monetary payment?

The Court will hold a hearing on **May 15, 2025** (which is subject to change), to decide whether to finally approve the Settlement. Even if the Court finally approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. If you file a valid and timely Claim Form, you will not receive a monetary payment until any appeals are resolved. Please be patient.

Questions? Call 1-877-759-1882 or visit www.PotatoChipsSettlement.com

10. What am I giving up to receive a monetary payment from the Settlement?

Unless you exclude yourself (“opt out”) from being a Settlement Class Member by timely submitting a request for exclusion, you will remain a Settlement Class Member. This means you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties about the legal issues in this lawsuit. It also means that all of the Court’s orders will apply to you and legally bind you and that you will release the legal claims detailed in the Settlement Agreement. The Release is provided in the Settlement Agreement in Section VII in necessary legal terminology. The Settlement Agreement is available at www.PotatoChipsSettlement.com.

THE LAWYERS REPRESENTING YOU

11. Do I have lawyers in this case?

Yes, the Court has appointed lawyers from the law firms Reese LLP and Sheehan & Associates, P.C. to represent you and the other Settlement Class Members. The lawyers are called Class Counsel. They are experienced in handling class action cases. You will not be charged for these lawyers. You may represent yourself, or if you want to be represented by your own lawyer, you may hire one at your own expense, but you do not need to.

Michael R. Reese Reese LLP 100 West 93rd Street, 16 th Floor New York, New York 10025	Spencer Sheehan Sheehan & Associates, P.C. 60 Cutter Mill Rd #412 Great Neck, New York 11021
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12. How will the lawyers and claims administrator be paid?

Class Counsel will request Attorneys’ Fees of \$1,333,333.33 (one-third of the Settlement Fund). Class Counsel shall also separately apply for the reimbursement of costs and expenses. In addition, Class Counsel will request the Court approve a Service Award to each of the Class Representatives (Jewel Rankins and Darren Wong) in the amount of \$5,000 each (for a total of \$10,000) for their efforts in pursuing this lawsuit. If awarded by the Court, these Attorneys’ Fees and Costs and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts for the Attorneys’ Fees and Costs and Service Awards. Additionally, the costs for the Claims Administrator to provide notice and claims administration are estimated to be \$432,592. These costs will be deducted from the Settlement Fund.

YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Released Parties regarding the legal claims in this lawsuit, and you do not want to receive a monetary payment from this Settlement, you must take steps to exclude yourself from the Settlement. This is called “excluding yourself”—or is sometimes referred to as “opting out” of the class.

13. How do I exclude myself from the Class?

To exclude yourself from the Settlement, you must fill out the Exclusion Form found on the Settlement Website at www.PotatoChipsSettlement.com or submit a personally signed letter that

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includes your name and address and provides a clear statement communicating that you elect to be excluded from the Settlement Class. Your request for exclusion must be emailed to info@PotatoChipsSettlement.com by **March 25, 2025**, or if mailed, **postmarked by March 25, 2025**, to:

Rankins v. Old Lyme Gourmet Co.
Claim Administrator
P.O. Box 3757
Portland, OR 97208-3757

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where no Exclusion Form has been signed by each and every individual Settlement Class Member will not be allowed.

14. If I exclude myself, can I get anything from this Settlement?

If you choose to exclude yourself from the Settlement, you are telling the Court that you do not want to be a Settlement Class Member, and you will not be bound by the Settlement or any judgment in this lawsuit.

You can only get a monetary payment if you remain a Settlement Class Member and submit a valid and timely Claim Form as described above. If you remain a Settlement Class Member, you will be bound by the Settlement or any judgment in this lawsuit.

If you choose to exclude yourself from the Settlement, you are not giving up the right to sue the Released Parties for the legal claims this Settlement resolves and releases. You must exclude yourself as a Settlement Class Member to start or continue with your own lawsuit about the legal claims involved in this Settlement.

You cannot exclude yourself from the Non-Monetary Benefit.

YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

15. How do I object to the Settlement?

Any Settlement Class Member who does not submit a request for exclusion from the Class may object to the proposed Settlement, Class Counsel’s Attorneys’ Fees and Expenses, or the Service Awards.

Your objection must contain the following:

- Your full name, current address, telephone number, and email address;
- A clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection you believe is applicable;
- The identity of any lawyer representing you as an objector, if any;
- A statement indicating whether you intend to appear at the Final Approval Hearing and, either in person or through your lawyer, and, if through your lawyer, identifying your lawyer;
- A list of all persons, if any who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered;
- Your signature as the objector and the signature of your duly authorized lawyer or other duly authorized representative (if any); and
- A detailed list of any other objections submitted by you as an objector or your lawyer, to any

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class action settlement submitted in any court, whether state, federal, or otherwise, in the United States in the previous five years. If you or your lawyer have not made any such prior objection, you must affirmatively state this in the written materials provided with your objection.

Settlement Class Members who fail to make objections in the manner specified in this Section will be deemed to have waived any objections and will be prevented from making any objection to the Settlement (whether by appeal or otherwise).

Your written objection must be delivered via email to info@PotatoChipsSettlement.com by **March 25, 2025**, or mailed via U.S. Mail, **postmarked by March 25, 2025**, to:

Rankins v. Old Lyme Gourmet Co.
Claim Administrator
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Portland, OR 97208-3757

Any objection to the 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 lawyer. If you appear through your own lawyer, you are responsible for hiring and paying your lawyer.

16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you remain a Settlement Class Member (meaning you do not exclude yourself). Excluding yourself is telling the Court that you do not want to be a Settlement Class Member. If you exclude yourself, you cannot object because the Settlement no longer affects you.

YOUR RIGHTS – APPEARING AT THE FINAL APPROVAL HEARING

The Court will hold a “Final Approval Hearing” to decide whether to approve the Settlement. You may attend and you may ask to speak if you submit an objection by the deadline, but you do not have to.

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

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend this hearing and you or your lawyer may speak at the hearing if you submitted an objection, but you or your lawyer do not have to do so. The Court will hold the Final Approval Hearing at **10:00 am on May 15, 2025**, at the United States District Court for the Eastern District of New York at 225 Cadman Plaza East, Brooklyn, New York 11201, Courtroom 13D. If you or your lawyer would like to speak at the hearing, you must file a Notice of Intention to Appear at the Final Fairness Hearing by no later than April 14, 2025.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via Zoom or telephonically. You should check the Settlement Website www.PotatoChipsSettlement.com to confirm the date of the Final Approval Hearing has not changed.

At the hearing, the Court will consider whether the Settlement is final, fair, reasonable, and adequate. If there are objections that were postmarked by the deadline, the Court will consider them. If you submit a timely objection, and you would like to speak at the hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

If the Court approves the Settlement, the Settlement Benefits, including monetary payments to

Questions? Call 1-877-759-1882 or visit www.PotatoChipsSettlement.com

Settlement Class Members who submit a timely, valid, and approved Claim Form will be provided after any appeals are resolved and after completion of all Claim Form processing. This could take time to complete fully. Please be patient. The Settlement Website, www.PotatoChipsSettlement.com, will be updated on a regular basis to provide Settlement Class Members with updated information.

If you are a Settlement Class Member, you are subject to the Settlement unless you take the steps described in this Notice to exclude yourself. You cannot exclude yourself from the Non-Monetary Benefit.

18. Am I required to attend the Final Approval Hearing?

You may attend the Final Approval Hearing, but you are not required to do so. If you submit an objection, you may, but are not required to attend court for the Final Approval Hearing. You may also pay your own lawyer to attend or discuss your objection, but that is not necessary.

19. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself, and you submit an objection, you or your lawyer can (but do not have to) participate and speak in this litigation and Settlement. This is called making an appearance. You also may have your own lawyer speak for you at the hearing, but you will have to pay for the lawyer yourself. If you or your lawyer would like to speak at the hearing, you must file a Notice of Intention to Appear at the Final Fairness Hearing by no later than April 14, 2025.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive a monetary payment. You will give up your rights as explained in the “Excluding Yourself from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties about the legal claims that are released by the Settlement Agreement.

21. How do I get more information about the Settlement?

This Notice summarizes the Settlement. More details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.PotatoChipsSettlement.com, by calling 1-877-759-1882, or by writing to:

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PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE REGARDING THIS NOTICE, THE SETTLEMENT OR THE CLAIM PROCESS.

Questions? Call 1-877-759-1882 or visit www.PotatoChipsSettlement.com