

AMENDED SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Amended Settlement Agreement and General Release is entered into between Named Plaintiff Lorean Barrera and Defendant Pharmavite LLC to effect a full and final settlement and dismissal with prejudice of all claims against Pharmavite as alleged in the case captioned *Lorean Barrera, et al. v. Pharmavite, LLC*, U.S. District Court, C.D. California Case No. 2:11-cv-04153-CAS (AGrx) (filed May 13, 2011), on the terms set forth below and to the full extent reflected herein, subject to approval of the Court. Capitalized terms shall have the meaning ascribed to them in Section II of this Settlement Agreement.

I. RECITALS

A. Pharmavite manufactures and sells various TripleFlex® products and other products containing glucosamine and/or chondroitin, which are sold under the NatureMade® brand name, as well as under the various brand names of Retailers not affiliated with Pharmavite, such as BJ's.

B. On May 13, 2011, a putative class action complaint relating to the Covered Products captioned *Lorean Barrera, et al. v. Pharmavite, LLC*, U.S. District Court, C.D. California Case No. 2:11-cv-04153-CAS (AGrx) was filed against Pharmavite in the United States District Court for the Central District of California.

C. In the Litigation, the Named Plaintiff alleges, *inter alia*, that claims made on the labeling and packaging of the Covered Products are false, deceptive, and/or misleading. Based upon these and other allegations, the Named Plaintiff asserted claims for violation of California's Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.*, California's Unfair Business Practices Act, Cal. Bus & Prof. Code § 17200 *et seq.*, and breach of express warranty. In the Litigation, Named Plaintiff does not claim that the Covered Products are unsafe, and makes no claims about the safety of the Covered Products.

D. Pharmavite denies all material allegations in the Litigation and has asserted a variety of affirmative defenses. Pharmavite specifically denies that it has engaged in any wrongdoing whatsoever, that it has violated any of the laws or legal principles identified in the Litigation, that it has any liability in connection with the claims asserted or that could have been asserted in the Litigation, that its alleged wrongdoing or violations caused any damages to Named Plaintiff or

anyone else, and further denies that the claims in the Litigation as well as the Litigation are appropriate for handling on a class basis, other than for the purposes of settlement. Pharmavite stands by these products, their labels and packaging, and their safety and efficacy.

E. The Named Plaintiff and Settlement Class Counsel have conducted an extensive examination of the facts and documents relating to the Litigation, completing all fact and expert discovery, including, without limitation, documents produced by Pharmavite, responses to written discovery requests, and numerous fact and expert depositions.

F. On November 19, 2014, the Court granted in part and denied in part Plaintiff's motion for class certification, certifying a class of California consumers seeking monetary damages. (D.E. 192.)

G. On June 2, 2016, the Court denied Pharmavite's motion for summary judgment, Pharmavite's motion to strike and/or exclude expert testimony of Plaintiff's experts, Pharmavite's motion to decertify the class, and Pharmavite's motion for judicial estoppel. The Court also denied Plaintiff's motion for partial summary judgment and Plaintiff's motion to strike and/or exclude expert testimony of Pharmavite's experts. (D.E. 373.)

H. Thereafter, the Court set this matter for trial to begin on January 10, 2017.

I. On April 20, 2016, Magistrate Judge Jay Gandhi set a settlement conference in this matter for July 26, 2016.

J. This Settlement Agreement was reached after numerous in-person and telephonic settlement conferences with Magistrate Judge Jay Gandhi, commencing at the July 26, 2016 settlement conference, which conferences had been pre-dated by a mediation before the Honorable Howard J. Weiner (Ret.) on March 26, 2014. Under the supervision, and with the assistance, of Magistrate Judge Jay Gandhi, the Named Plaintiff, Settlement Class Counsel, and Pharmavite continued negotiations over a several-month period, which resulted in this Settlement Agreement.

K. The Litigation, if it were to continue, would result in expensive and protracted litigation, appeals, and continued uncertainty as to outcome.

L. The Named Plaintiff and Settlement Class Counsel have concluded that this Settlement Agreement provides substantial benefits to the Settlement Class and the Settlement Class Members, along with valuable labeling changes, and avoids prolonged litigation and the risks and uncertainties inherent in litigation.

M. The Named Plaintiff and Settlement Class Counsel have concluded that this Settlement Agreement is fair, reasonable, adequate, and in the best interest of the Settlement Class and the Settlement Class Members. This agreement was also reached with the assistance and participation of Magistrate Judge Jay Gandhi.

N. Without admitting or conceding any wrongdoing, liability, or damages, or the appropriateness of the Named Plaintiff's claims or similar claims for class treatment, Pharmavite consents to the Settlement Agreement solely to avoid the expense, inconvenience, and inherent risk of litigation as well as the concomitant disruption of its business operations.

O. Nothing in this Settlement Agreement shall be construed as an admission or concession by Pharmavite of the truth of any allegations raised in the Litigation or of any fault, wrongdoing, liability, or damages of any kind.

P. This Settlement Agreement, its terms, documents related to it, and the negotiations or proceedings connected with it shall not be offered or received into evidence in the Litigation or in any other action or proceeding to establish any liability or admission by Pharmavite.

II. DEFINITIONS

As used herein, the following terms have the meanings set forth below.

A. "Adequate Proof of Purchase" means: (1) cash register receipt reflecting the purchase of a Covered Product; (2) intact box or bottle for a Covered Product that displays a readable UPC code and a readable lot number; or (3) substantially equivalent documentation that identifies the Covered Product and date and location of purchase.

B. "Attorneys' Fee Award" means any Court-approved award of attorneys' fees to Settlement Class Counsel made in accordance with Section VI, Paragraph A.

C. “Available Cash Award Total” means the amount of Cash Award available for paying Valid Claims for a Cash Award, as detailed in Section IV, Paragraph D.

D. “Available Offered Product Benefit” means the amount of Offered Product Benefit available for fulfilling Valid Claims for an Offered Product Benefit, as detailed in Section IV, Paragraph F.

E. “Cash Award” means the cash compensation that each Settlement Class Member who submits a Valid Claim shall be entitled to request as detailed in Section IV, Paragraphs D-E.

F. “Cash Settlement Fund” means one million, nine hundred and thirty-five thousand dollars (\$1,935,000.00), as such amount may be modified due to the actions of the Court pursuant to Section IV, Paragraph C (Notice and Administration Costs), or Section VI, Paragraphs B and C (Litigation Expense Reimbursement and Incentive Award).

G. “Claim Deadline” means ninety days (90) Days after the after publication of the last publication notice, which is intended to be published within thirty (30) days of the Preliminary Approval Date.

H. “Claim Form” means the claim form that Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein, which document shall be substantially in the form of Exhibit A hereto. The Claim Form shall require a sworn signature under penalty of perjury, but shall not require a notarization. The additional requirements relating to the completion of Claim Forms are set forth in Section V.

I. “Class Notice” means the Court-approved forms of notice to the Settlement Class Members, in substantially the same form as Exhibits G (“Published Summary Notice”) and H (“Long Form Notice”), which shall notify Persons in the Settlement Class of the Claim Deadline, entry of the Preliminary Approval Order, the scheduling of the Fairness Hearing, and the process for submitting a Claim Form, among other things.

J. “Court” means the United States District Court for the Central District of California.

K. “Covered Products” means the products manufactured by Pharmavite and/or its affiliates or co-manufacturers as identified in Exhibit B – Covered Products.

L. “Days” shall be computed according calendar days.

M. “Distributors” means Persons in the chain of distribution of the Covered Products, who are not Pharmavite or Retailers, and who do not sell directly to consumers.

N. “Effective Date” means the date determined in accordance with Section XI.

O. “Fairness Hearing” means the hearing at which the Court considers the fairness, reasonableness, and adequacy of this Settlement Agreement, and whether it should be finally approved by the Court.

P. “Final” means final as detailed in Section XI, Paragraph B.

Q. “Final Order And Judgment” means the order detailed in Section IX.

R. “Incentive Award” means any Court-approved award to the Named Plaintiff, made in accordance with Section VI, Paragraph C.

S. “Litigation” means the action captioned *Lorean Barrera, et al. v. Pharmavite, LLC*, U.S. District Court, C.D. California Case No. 2:11-cv-04153-CAS (AGrx) (filed May 13, 2011).

T. “Litigation Expenses Reimbursement” means any Court-approved award of litigation expenses and costs, other than attorneys’ fees, to Settlement Class Counsel made in accordance with Section VI, Paragraph B.

U. “Motion for Preliminary Approval” means the motion requesting a Preliminary Approval Order.

V. “Named Plaintiff” means Lorean Barrera.

W. “Notice And Administration Costs” means any and all reasonable and authorized costs and expenses of notice and administration relating to this Settlement Agreement, including but not limited to: the costs of publishing the Published Summary Notice and making available the Long Form Notice in accordance with the Preliminary Approval Order; and all reasonable and authorized costs and expenses incurred by the Settlement Administrator and any related third party in providing notice and administering the Settlement Agreement, including, without limitation, costs and expenses associated with assisting Settlement Class members, processing claims, escrowing funds, issuing and mailing Cash Awards or product benefits and other reasonable and authorized fees and expenses of the Settlement Administrator and any other related third party providing such services as detailed in Section IV, Paragraph C.

X. “Notice Date” means the first day on which the Settlement Administrator begins dissemination of the Published Summary Notice, and shall be no later than sixty (60) Days after the Preliminary Approval Date.

Y. “Offered Products” means those products listed on Exhibit D hereto, which include (1) not fewer than seventeen (17) current Pharmavite SKUs, (2) a range of products as proposed by Pharmavite and agreed upon by Settlement Class Counsel, and (3) if Pharmavite so elects, Covered Products.

Z. “Offered Product Benefit” means (1) Offered Products valued at the prices set forth in Exhibit D which, per the representations of Pharmavite, reflects its Manufacturer’s Suggested Retail Price (“MSRP”) plus (2) Pharmavite’s actual cost of fulfillment (picking, packaging and packing, insuring, shipping, etc.) through a third-party fulfillment facility.

AA. “Opt-Out” means a Person in the Settlement Class who properly and timely submits a request for exclusion from the Settlement Class as set forth in Section VII, Paragraph D, and who does not submit a Claim Form to the Settlement Administrator by the Claim Deadline (the submission of which rescinds any request for exclusion) or otherwise rescind his or her opt-out as specified in Section VII, Paragraph D.

BB. “Opt-Out And Objection Date” means the date, to be set by the Court, by which a Person in the Settlement Class may timely submit a request for exclusion from the Settlement Class as set forth in Section VII, Paragraph D, and the date by which Settlement Class Members must file objections, if any, to the Settlement Agreement in accordance with Section VII, Paragraph C. The Opt-Out And Objection Date shall be no later than the Claim Deadline.

CC. “Opt-Out List” means a list of Opt-Outs, which shall be compiled by the Settlement Administrator pursuant to Section VII, Paragraph G.

DD. “Parties” means Named Plaintiff and Settlement Class Members together with Pharmavite. Named Plaintiff and Settlement Class Members shall be collectively referred to as one “Party,” with Pharmavite as the other “Party.”

EE. “Person” means an individual, corporation, partnership, limited partnership, limited liability company, association, member, shareholder, joint stock company, estate, legal

representative, trust, unincorporated association, any business or legal entity, and such individual's or entity's spouse, heirs, and past, present, and future direct and indirect predecessors, successors, representatives and assignees, parents, subsidiaries, affiliates, joint venturers, unincorporated entities or associations, shareholders, joint stock companies, divisions, groups, directors, officers, shareholders, members, employees, partners, agents, insurers, and attorneys of any of the foregoing.

FF. "Pharmavite" means Defendant Pharmavite LLC.

GG. "Pharmavite's Counsel" means Tatro Tekosky Sadwick LLP and Faegre Baker Daniels LLP.

HH. "Preliminary Approval Date" means the date the Preliminary Approval Order has been published on the ECF system.

II. "Preliminary Approval Order" means the order described in Section VIII as proposed in the form attached hereto as Exhibit C.

JJ. "Product Award" means the Offered Product Benefit that each Settlement Class Member who submits a Valid Claim shall be entitled to request as detailed in Section IV, Paragraphs F-G.

KK. "Release" means the release and discharge, as of and through the Effective Date, by the Named Plaintiff and all Settlement Class Members (and their respective present, former and future administrators, agents, assigns, attorneys, executors, heirs, partners, predecessors-in-interest, and successors) and shall include the agreement and commitment by the Named Plaintiff and all Settlement Class Members not to now or hereafter initiate, maintain, or assert against the Released Persons or any of them any Released Claims that have been, could have been, may be, or could be alleged or asserted now or in the future by the Named Plaintiff or any Settlement Class Members against the Released Persons, or any of them, in the Litigation or in any other court action or before any administrative body (including, without limitation, any regulatory entity or organization), tribunal, arbitration panel, or other adjudicating body, arising out of or related to the Released Claims.

LL. "Released Claims" means any and all claims, claims for damages, equitable, legal and/or administrative relief, interest, demands, or rights, including without limitation, claims for

damages of any kind, including but not limited to those in excess of actual damages, whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other sources, all claims, actions, causes of action, rights, demands, suits, debts, liens, contracts, agreements, offsets, or liabilities, including but not limited to tort claims, negligence claims, claims for breach of contract, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentations, fraudulent inducement, statutory and consumer fraud, breach of fiduciary duty, violation of elder abuse and dependent adult civil protection acts, unfair business or trade practices, false advertising, restitution, rescission, compensatory and exemplary or punitive damages, injunctive or declaratory relief, attorneys' fees, interests, costs, penalties, and any other claims, whether known or unknown, alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, under federal, state, or local law, which the Named Plaintiff and/or any Settlement Class Member had, now has or may in the future have with respect to any conduct, act, omissions, facts, matters, transactions, or oral or written statements or occurrences, on or prior to the Preliminary Approval Date arising from or relating to the Covered Products (collectively, "Claims"), including, without limitation, the Claims made by the Named Plaintiff in the Litigation, including, without limitation, causes of action for violation of the Consumers Legal Remedies Act, violation of the California Business & Professions Code, and breach of express warranty, and including, without limitation, Claims that have been, could have been, may be or could be alleged or asserted now or in the future by the Named Plaintiff or any Settlement Class Members against the Released Persons, or any of them, in the Litigation or in any other court action or before any administrative body (including, without limitation, any regulatory entity or organization), tribunal, arbitration panel, or other adjudicating body, arising out of or related to the Claims. The Released Claims do not include any claim for bodily injuries or safety-related issues.

MM. "Released Persons" means: (1) Pharmavite, (2) any Person or entity in the chain of distribution of the Covered Products, including but not limited to (a) raw material suppliers, (b) Distributors, and (c) Retailers, (3) any Person or entity that manufactured or sold the Covered Products, (4) the affiliates of any of the foregoing Persons or entities described in (1)–(3) of this

Paragraph II.LL, and (5) each of the respective past, present, and future direct and indirect predecessors, successors, assigns, parents, subsidiaries, owners, shareholders, affiliates, joint venturers, partnerships, limited partnerships, limited liability companies, corporations, unincorporated entities or associations, any business entities or legal entities, associations, joint stock companies, estates, legal representatives, divisions, groups, directors, officers, shareholders, members, employees, partners, agents, insurers, and attorneys of any of the foregoing entities and Persons described in (1)–(4) of this Paragraph II.LL, including but not limited to Otsuka America, Inc., Otsuka Pharmaceutical Co., Ltd., and Otsuka Holdings Co., Ltd.

NN. “Releasing Persons” includes (1) the Named Plaintiff, on behalf of herself and all Settlement Class Members, (2) all Settlement Class Members, and (3) the respective present, former and future administrators, agents, assigns, affiliates, attorneys, executors, heirs, partners, predecessors-in-interest, and successors of each of the Named Plaintiff and all Settlement Class Members.

OO. “Retailers” means Persons that sell or have sold the Covered Products directly to consumers, but not Pharmavite or Distributors.

PP. “Settlement Account” means the interest-bearing account designated by the Settlement Administrator to receive deposits into, hold, and disburse the Cash Settlement Fund, the interest thereon of which shall be added to the Cash Settlement Fund.

QQ. “Settlement Administrator” means KCC Class Action Services, LLC, which will administer Class Notice, maintain the Settlement Website, undertake the other actions specified in this Settlement Agreement, and engage in any other tasks related to the Settlement Agreement as directed by the Court, Settlement Class Counsel, or Pharmavite’s Counsel.

RR. “Settlement Agreement” means this Amended Settlement Agreement and General Release, including all exhibits hereto.

SS. “Settlement Class” means all Persons who fall within the description of the class as detailed in Section III, Paragraph A.

TT. “Settlement Class Counsel” means Elaine A. Ryan of Bonnett, Fairbourn, Friedman & Balint, P.C., Stewart M. Weltman of Siprut, PC, Boodell & Domanskis, LLC, Levin Sedran &

Berman and Westerman Law Corp. “Lead Settlement Class Counsel” means Elaine A. Ryan of Bonnett, Fairbourn, Friedman & Balint, P.C. and Stewart M. Weltman of Siprut, PC.

UU. “Settlement Class Members” means all Persons in the Settlement Class who are not Opt-Outs.

VV. “Settlement Class Notice Program” means the program by which notice of this Settlement Agreement shall be provided to the Settlement Class as set forth in the notice plan and Declaration of KCC, attached as Exhibit F.

WW. “Settlement Website” means the dedicated website created and maintained by the Settlement Administrator which will contain relevant documents and information about the settlement, including, without limitation, this Settlement Agreement, the Class Notices (both the Published Summary Notice and the Long Form Notice), and the Claim Form.

XX. “Valid Claim” means a timely and fully completed Claim Form that includes Adequate Proof of Purchase, if applicable, submitted by a Person in the Settlement Class as detailed in Section V.

YY. The plural of any defined term includes the singular, and vice versa, as made necessary in context.

III. PROPOSED CLASS AND OTHER PROVISIONS FOR SETTLEMENT

PURPOSES

A. Pursuant to Fed. R. Civ. P. 23, for settlement purposes only, and subject to Court approval, the following Settlement Class shall be certified:

All residents of the United States who purchased for personal use, and not resale or distribution, a Covered Product between May 13, 2007 and the Preliminary Approval Date.

Specifically excluded from the Settlement Class are the following Persons:

1. Pharmavite and its respective affiliates, employees, officers, directors, agents, and representatives, and their immediate family members;
2. Settlement Class Counsel and partners, attorneys, and employees of their law firms; and
3. The judges who have presided over the Litigation or the settlement

negotiations, and their immediate family members.

B. Solely for the purpose of implementing this Settlement Agreement, Named Plaintiff and Settlement Class Counsel will apply for, and Pharmavite will not oppose, an order preliminarily certifying the Settlement Class, appointing Lorean Barrera as representative of the Settlement Class, and appointing the following as Lead Settlement Class Counsel for the Settlement Class:

Elaine A. Ryan BONNETT, FAIRBOURN, FRIEDMAN & BALINT, P.C. 2325 East Camelback Road, Suite 300 Phoenix, Arizona 85016 Telephone: (602) 274-1100	Stewart M. Weltman SIPRUT, PC 17 N. State Street Suite 1600 Chicago, Illinois 60602 Telephone: (312) 236-0000
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Solely for the purpose of implementing this Settlement Agreement, Named Plaintiff and Settlement Class Counsel will apply for, and Pharmavite will not oppose, an order appointing the following as Settlement Class Counsel for the Settlement Class:

Elaine A. Ryan BONNETT, FAIRBOURN, FRIEDMAN & BALINT, P.C. 2325 East Camelback Road, Suite 300 Phoenix, Arizona 85016 Telephone: (602) 274-1100	Stewart M. Weltman SIPRUT, PC 17 N. State Street Suite 1600 Chicago, Illinois 60602 Telephone: (312) 236-0000
Max A. Stein BOODELL & DOMANSKIS, LLC One North Franklin, Suite 1200 Chicago, IL 60606 Telephone: (312) 938-1670	Howard J. Sedran LEVIN SEDRAN & BERMAN 510 Walnut Street Philadelphia, Pennsylvania 19106 hsedran@lfsblaw.com Telephone: (215) 592-1500
WESTERMAN LAW CORP. Jeff S. Westerman (94559) 1875 Century Park East, Suite 2200 Los Angeles, CA 90067 Tel: (310) 698-7880	

C. KCC Class Action Services, LLC shall be the Settlement Administrator solely for the purpose of implementing this Settlement Agreement, and named Plaintiff and Settlement Class Counsel will seek an order from the Court appointing KCC Class Action Services, LLC as the Settlement Administrator.

D. Solely for the purpose of implementing this Settlement Agreement, Named Plaintiff and Settlement Class Counsel will seek, and Pharmavite will not oppose, an order from the Court preliminarily finding that the Named Plaintiff and Settlement Class Counsel are adequate representatives of the Settlement Class.

E. Pharmavite does not agree to the certification of the Settlement Class (or any other class) or to the appointment or adequacy of the Named Plaintiff or Settlement Class Counsel for any purpose other than to effectuate the Settlement Agreement, and would oppose any such certification, appointment, or finding of adequacy, respectively, for any other purpose.

F. In the event that the Settlement Agreement is terminated pursuant to its terms or is not approved in all material respects by the Court, or such approval is reversed, vacated, or modified in any material respect by the Court or by any other court, the certification of the Settlement Class shall be deemed vacated, the Litigation shall proceed as if the Settlement Class had never been certified and no reference to the Settlement Class, this Settlement Agreement, or any documents, communications or negotiations related in any way thereto shall be made for any purpose, by any Person (including, without limitation, Opt-Outs), in the Litigation or in any other action or proceeding.

G. Upon execution of this Settlement Agreement, the Parties shall immediately and jointly move for a complete stay of the Litigation, except insofar as filings, motions, or hearings may be necessary in connection with the Preliminary Approval Order or Final Order And Judgment.

IV. BENEFITS TO THE CLASS

A. **General Benefits to the Class.** Settlement Class Members who submit Valid Claims shall be entitled to receive either a Cash Award (as specified in Section IV, Paragraphs D-E, below) and/or a Product Award (as specified in Section IV, Paragraphs F-G, below). Settlement Class Members will further benefit from this Settlement Agreement by the injunctive relief provided in the form of agreed upon Labeling Requirements (as specified in Section IV, Paragraph H) and

Pharmavite's payment for Notice and Administration Costs, Attorneys' Fee Award, Litigation Expenses Reimbursement, and Incentive Award (as specified in Section IV, Paragraph C and Section VI).

B. **Timing of Pharmavite's Obligations.** Pharmavite shall have no obligation to make any payments until the Court enters a Preliminary Approval Order and it is published on the ECF system. Within fourteen (14) Days after the Preliminary Approval Order is published on the ECF system, Pharmavite shall wire transfer to the Settlement Account three hundred and twenty-five thousand dollars (\$325,000.00). Within fourteen (14) Days after the Effective Date, Pharmavite shall wire transfer an additional one million six hundred and ten thousand dollars (\$1,610,000.00) into the Settlement Account.

C. **Notice And Administration Costs.** After the Court enters a Preliminary Approval Order, the Settlement Administrator may pay from the Settlement Account reasonable Notice And Administration Costs arising under this Settlement Agreement, not to exceed three hundred and twenty five thousand dollars (\$325,000.00) (except as set forth in this Paragraph IV.C), as those costs are incurred and payment becomes due. If the number of Valid Claims received exceeds forty thousand (40,000), the Notice And Administration Costs may be increased pro rata on a per-claim basis, and any such increased Notice And Administration Costs shall be at Pharmavite's expense, as follows:

1. The first twenty-five thousand dollars (\$25,000.00) of any such increased Notice And Administration Costs shall be at Pharmavite's sole expense;
2. Amounts in excess of twenty-five thousand dollars (\$25,000.00) shall be paid by Pharmavite, but for every one dollar (\$1) in increased Notice And Administration Costs that Pharmavite pays in excess of twenty-five thousand dollars (\$25,000.00), the amount of the Offered Product Benefit provided for in Section IV, Paragraph F of this Settlement Agreement shall be reduced by one dollar (\$1);
3. Pharmavite shall wire transfer to the Settlement Account the increased Notice And Administration Costs required by Section IV, Paragraph C.1 above within fourteen (14) days of being notified by the Settlement Administrator of such increased Notice And

Administration Costs.

D. **Cash Awards.** Each Settlement Class Member may request a Cash Award as follows:

1. Settlement Class Members who submit Valid Claims accompanied by Adequate Proof of Purchase may request a Cash Award of \$25.00 per bottle of Covered Product, up to a maximum of four (4) bottles per household.

2. Settlement Class Members who submit Valid Claims without Adequate Proof of Purchase may request a Cash Award of \$12.50 per bottle of Covered Product, up to a maximum of four (4) bottles per household.

3. The details, requirements, terms, and limits of the claims process are further defined in Section IV, Paragraph E, and in Section V, below.

E. **Distribution of Cash Awards.** No later than seven (7) Days after the Parties have resolved any disputes regarding rejected claims in accordance with the process identified in Section V, Paragraphs B and C, the Settlement Administrator will provide Class Counsel and Pharmavite's Counsel with a report identifying (1) the total of the Cash Awards that would be payable if all Valid Claims requesting Cash Awards were paid and (2) the amount of money in the Settlement Account available to pay Cash Awards ("Available Cash Award Total").

1. If the Available Cash Award Total exceeds the total amount that would be payable if all Valid Claims requesting Cash Awards were paid, the excess shall be applied and distributed, together with the Cash Awards pursuant to Section IV, Paragraphs D.1 and D.2 above, so that the payment to each Settlement Class Member who submits a Valid Claim under Section IV, Paragraph D shall be increased *pro rata* (based on the dollar value of Valid Claims submitted under Section IV, Paragraph D).

2. If the Available Cash Award Total is less than the total of the Valid Claims for Cash Awards submitted (under Section IV, Paragraph D), the Cash Awards will be reduced on a *pro rata* basis (based on the dollar value of Valid Claims submitted under Section IV, Paragraph D) until the total of the Valid Claims for Cash Awards equals the Available Cash Award Total. Class Members whose Cash Awards were reduced shall be entitled to receive an amount of Available Offered Product Benefit equal to the amount of the *pro rata* reduction

of their Cash Award, subject to Section IV., Paragraphs F.1 and G.1. To the extent reasonably administratively feasible, but not to exceed the Available Offered Product Benefit, each Settlement Class Member will receive the Offered Product(s), if any, identified in his or her Claim Form.

3. Any Cash Awards as provided in this Settlement Agreement will be made within one hundred twenty (120) Days after the Effective Date.

F. **Product Awards.** Pharmavite shall make available Product Awards as provided herein. Product Awards shall go to Settlement Class Members who submit Valid Claims, whether requesting solely a Product Award or a Cash Award that was reduced *pro rata* due to there being a shortfall to pay all cash claims in full.

1. Except as set forth the Section IV, Paragraph G.2, below, in no event shall the Offered Product Benefit exceed five million nine hundred thousand dollars (\$5,900,000.00) of Offered Product Benefit (subject to reduction pursuant to Section IV, Paragraph C.2 (as so reduced, if applicable, the “Available Offered Product Benefit”).

2. Settlement Class Members who submit Valid Claims and request a Product Award rather than a Cash Award, with or without Adequate Proof of Purchase, may request up to \$25 of Offered Product Benefits per bottle of Covered Product, up to the lesser of six (6) bottles of Offered Product(s) or \$150 worth of Offered Product Benefits per household.

3. Settlement Class Members who submit Valid Claims for a Cash Award that is reduced *pro rata*, pursuant to Section IV., Paragraph E.2. may request Offered Product Benefits equal to the *pro rata* reduction of their Cash Award, up to the lesser of six (6) bottles of Offered Product(s) or \$150 of Offered Product Benefits per household.

4. The details, requirements, terms and limits of the claims process are further defined in Section IV, Paragraph G, and in Section V, below.

G. **Distribution of Product Awards.** No later than seven (7) Days after the Parties have resolved any disputes regarding rejected claims in accordance with the process identified in Section V, Paragraphs B and C, the Settlement Administrator will provide Class Counsel and Pharmavite’s Counsel with a report identifying the total of the Offered Product Benefits to be

distributed to Settlement Class Members who submitted Valid Claims, along with the number and identity of Offered Products to be provided to each such Settlement Class Member, and sufficient shipping information to allow the third-party fulfillment facility to complete fulfillment.

1. If the total Offered Product Benefits requested by Settlement Class Members who submitted Valid Claims (whether requesting solely a Product Award or requesting a Cash Award that was reduced *pro rata*) exceeds the Available Offered Product Benefits, the Product Awards to the Settlement Class Members who submitted Valid Claims will be reduced on a *pro rata* basis (based on the dollar value of Valid Claims submitted) in a manner determined by the Claims Administrator (which may include, without limitation, determining the specific Offered Product that Settlement Class Members will receive, which may be different from that requested) until the total of the Offered Products Benefits to be distributed equals the Available Offered Product Benefits. To the extent necessary to equalize *pro rata* reductions pursuant to this Section IV, Paragraph G.1, the Settlement Administrator shall utilize an impartial lottery system to allocate such reductions among less than all the Settlement Class Members who submitted Valid Claims (whether requesting solely a Product Award or requesting a Cash Award that was reduced *pro rata*).

2. If the Available Offered Product Benefits exceed the Offered Product Benefits requested by Settlement Class Members who submitted Valid Claims pursuant to Section IV, Paragraph F, and/or who might otherwise receive Offered Product Benefits pursuant to Section IV, Paragraph F.3., any such excess Offered Product Benefits will be distributed with *pro rata* increases (based on the dollar value of Offered Product Benefits) to Settlement Class Members who submitted Valid Claims (whether requesting solely a Product Award or requesting a Cash Award that was reduced *pro rata*), up to \$300 of Offered Product Benefits. If after such *pro rata* increases described in this paragraph (Section IV, Paragraph G.2), there remains undistributed Available Product Benefits, Pharmavite shall, in its sole and unilateral discretion, give one or a combination of the following directions, at or before the Final Approval Hearing:

- a. Increase the \$300 limit for Offered Product Benefits, in which case distributions shall be increased to Settlement Class Members who submitted Valid Claims (whether requesting solely a Product Award or requesting a Cash Award that was reduced *pro rata*) on a *pro rata* basis up to the new limit.
- b. Direct that any Available Product Benefits in excess of the \$300 limit (or any such increased limit as Pharmavite designates) be donated to the product *cy pres* charity identified on Exhibit E.
- c. Direct that any Available Product Benefits in excess of the \$300 limit (or any such increased limit as Pharmavite designates) be donated to the cash *cy pres* charity identified on Exhibit E to liquidate directly or through a third party liquidator of Pharmavite's choice.
- d. Pay to the cash *cy pres* charity identified on Exhibit E the MSRP value of any Available Products Benefits of in excess of the \$300 limit (or any such increased limit as Pharmavite designates).
- e. Pay the MSRP value of Available Product Benefits in excess of the \$300 limit (or any such increased limit as Pharmavite designates) into the Available Cash Award Total.

To the extent necessary to equalize *pro rata* increases pursuant to this Section IV, Paragraph G.2, the Settlement Administrator shall utilize an impartial lottery system to allocate such excess among less than all the Settlement Class Members who submitted Valid Claims (whether requesting solely a Product Award or requesting a Cash Award that was reduced *pro rata*). In lieu of an increase by lottery, Pharmavite can elect to supplement the Offered Product Benefit sufficiently to allow a proportionate increase (up to the \$300 limit or such higher limit as Pharmavite may elect) for all the Settlement Class Members who submitted Valid Claims (whether requesting solely a Product Award or requesting a Cash Award that was reduced *pro rata*).

3. Except as otherwise provided herein, any Offered Products distributed to

Settlement Class Members pursuant to Section IV, Paragraph G will be shipped within one hundred twenty (120) Days after the Effective Date.

H. **Labeling Requirements.**

1. Without admitting wrongdoing or liability and solely to avoid the cost and disruption of further litigation, Pharmavite shall not, for a period of twenty four (24) months commencing 180 days after the Effective Date, and except as described herein, use the following terms, or any substantially identical variations of the following terms, on the labels of the Covered Products to describe the effect of glucosamine and/or chondroitin on cartilage: “rebuild,” “rebuilds,” “rebuilding,” “renew,” “renewing,” “renewal,” “rejuvenate,” “rejuvenates,” “rejuvenation,” or “rejuvenating.” The only statements that Pharmavite may not use in the labeling of Covered Products to describe the effect of glucosamine and/or chondroitin on cartilage are the statements identified in this Paragraph IV.H.

2. In no event shall Pharmavite be enjoined or otherwise constrained from using the following terms (or derivations or variations thereon) in describing cartilage, joints, or anything else on the labels of the Covered Products: “support,” “supports,” “supported,” “supporting,” “sustain,” “sustains,” “sustained,” “sustaining,” “sustenance,” “maintain,” “maintains,” “maintained,” “maintaining,” “maintenance,” “protect,” “protects,” “protected,” “protection,” “promote,” “promotes,” “promoted,” “comfort,” “comforts,” “comforted,” “comforting,” “comfortable,” “flex,” “flexes,” “flexed,” “flexible,” “flexibility,” “mobile,” or “mobility.”

3. Any labeling requirements described in Section IV, Paragraph H.1 are not, and shall not be construed or interpreted as, an admission by Pharmavite regarding the claims in the Litigation or any alleged impropriety of statements used or omitted on other versions of the packaging of the Covered Products.

4. Covered Products manufactured by Pharmavite starting 180 days after the Effective Date shall be labeled and/or packaged in conformity with the terms of the Settlement Agreement.

5. Pharmavite shall not be required to recall, relabel, repack, remove from

shelves, or pull or withdraw from distribution or inventory any Covered Products that have been manufactured or shipped by Pharmavite prior to the date starting 180 days after the Effective Date.

6. If, after the date of Final Approval but prior to 30 months after the Effective Date, Pharmavite becomes aware of an independent, well-conducted, published clinical trial substantiating that the Covered Products rebuild, renew, or rejuvenate (or a variation of those statements) cartilage, Pharmavite may seek the agreement of Settlement Class Counsel to modify this Paragraph of the Settlement Agreement, Section IV, Paragraph H.6. If the Parties are not able to agree, Pharmavite may seek relief from the Court.

7. Anything else in this Settlement Agreement notwithstanding, the injunctive relief imposed on Pharmavite herein (*i.e.*, the labelling required of Pharmavite) shall not be more restrictive than the least restrictive injunctive relief imposed on Schiff Nutrition International, Inc. and Schiff Nutrition Group, Inc. (collectively, “Schiff”) pursuant to the agreement or related orders in settlement of the cases captioned *Lerma v. Schiff Nutrition International, Inc., et al.*, No. 3:11-cv-01056-CAB-MDD (S.D. Cal. Filed May 13, 2011), and *Jayson v. Schiff Nutrition International, Inc., et al.*, No. 0:13-cv-60400-RSR (S.D. Fla. filed Feb. 20, 2013) (the “Schiff Settlement”) and Rexall Sundown, Inc. and NBTY, Inc. (collectively, “NBTY”) pursuant to the agreement or related orders in settlement of the cases captioned *Jennings v. Rexall Sundown*, No. 1:11-cv-11488-WGY (D. Mass); *Liliana Cardenas and Francisco Padilla v. NBTY, Inc. and Rexall Sundown, Inc.*, No. 2:11-cv-01615-LKK-CKD (E.D. Cal.); *Cecilia Linares and Abel Gonzalez v. Costco Wholesale, Inc.*, No. 3:11-cv-024547-MMA-RBB (S.D. Cal.); *Nick Pearson v. Target Corp.*, No. 1:11-cv-07972 (N.D. Ill.); *Ray Padilla v. Costco Wholesale Corp.*, No. 1:11-cv-07686 (N.D. Ill.); and *Augustino Blanco v. CVS Pharmacy, Inc.*, No. 5:13-cv-00406-JGB-SP (C.D. Cal.) (the “NBTY Settlement”), including as the injunctive relief in either the Schiff Settlement or NBTY Settlement may be modified by court order, agreement, or operation of law. Any provision of this Settlement Agreement notwithstanding, Pharmavite may include on the labels of the Covered Products any terms not precluded under either the Schiff Settlement or the NBTY Settlement, including as the injunctive relief in

either the Schiff Settlement or NBTY Settlement may be modified by court order, agreement, or operation of law.

8. If Schiff or NBTY are permitted to use on the labels, packaging, or marketing of the products covered by the Schiff Settlement or the NBTY Settlement any of the terms set forth in Section IV, Paragraph H.1, or any of the terms that the Schiff Settlement or the NBTY Settlement enjoins Schiff or NBTY, respectively, from using, Pharmavite shall be permitted to use those terms as well, and any extant injunctive relief then in force with respect to Pharmavite shall be modified accordingly.

V. CLAIMS PROCESS

A. **Notice and Submission of Claims.** The Class Notice shall provide information regarding the filing of Claim Forms. Claim Forms shall be available from the Settlement Administrator and on the Settlement Website. To make a Valid Claim, Settlement Class Members must: (1) complete a Claim Form, providing all of the information and documentation required by the Settlement Agreement and the Claim Form, including, where applicable, Adequate Proof of Purchase; (2) sign the Claim Form verifying the information provided under penalty of perjury (notarization is not required); and (3) return the completed and signed Claim Form and Adequate Proof of Purchase, if any, to the Settlement Administrator no later than the Claim Deadline date.

B. **Determination of Validity.** The Settlement Administrator shall be responsible for reviewing all claims to determine their validity.

1. Any claim that is not substantially in compliance with the instructions on the Claim Form or the terms of this Settlement Agreement, or is postmarked or submitted electronically later than the Claim Deadline, shall be rejected.

2. Following the Claim Deadline, the Settlement Administrator shall provide a report of any rejected claims to Pharmavite's Counsel and Settlement Class Counsel. If Settlement Class Counsel do not agree with the rejection of a claim, they shall bring it to the attention of Pharmavite's Counsel, and the Parties shall meet and confer and attempt, in good faith, to resolve any dispute regarding the rejected claim. Following their meet and confer, the Parties will provide the Settlement Administrator with their positions regarding the

disputed, rejected claim. The Settlement Administrator, after considering the positions of the Parties, will make the final decision in its sole discretion.

C. **Fraudulent Filings.** At any time during the claims' process, if the Settlement Administrator has a reasonable suspicion of fraud, the Settlement Administrator shall immediately notify both Settlement Class Counsel and Pharmavite's Counsel of that fact and the basis for its suspicion. Settlement Class Counsel and Pharmavite's Counsel shall endeavor to reach an agreed appropriate solution to any suspected fraud. If necessary, Pharmavite may suspend the claims' process, and the Parties will promptly seek assistance from the Court.

VI. ATTORNEYS' FEES AND COSTS AND INCENTIVE AWARD

A. **Attorneys' Fee Award.** Any other provision of this Settlement Agreement notwithstanding, Settlement Class Counsel shall have the right to apply to the Court for an aggregate Attorneys' Fee Award of up to \$3,475,000.00 (three million, four hundred seventy-five thousand dollars). Pharmavite will not oppose an application in this amount. If Pharmavite has any concerns about the support provided for the Attorneys' Fee Award, it will address those concerns to Settlement Class Counsel first and, if Pharmavite and Settlement Class Counsel are not able to resolve the concerns, Pharmavite and Settlement Class Counsel can then submit unresolved issues to Magistrate Judge Gandhi for resolution. Any Attorneys' Fee Award provided in the Final Order And Judgment (up to, but not exceeding, the amount of \$3,475,000.00 (three million, four hundred seventy-five thousand dollars) shall be paid by Pharmavite directly to Settlement Class Counsel separate and apart from, and without diminishing or eroding or increasing, the payment of Cash Awards to Settlement Class Members described in Section IV, Paragraphs D-E to be paid from the Cash Settlement Fund. Any Attorneys' Fee Award to be paid by Pharmavite pursuant to this Paragraph VI.A will be paid by Pharmavite within fourteen (14) Days after the Effective Date by wire transfer to an account designated by Settlement Class Counsel.

B. **Litigation Expenses Reimbursement.** Any other provision of this Settlement Agreement notwithstanding, Settlement Class Counsel shall have the right to apply to the Court for a Litigation Expenses Reimbursement in an amount of up to six hundred thousand dollars (\$600,000.00). Pharmavite will not oppose an application for reimbursement of validated litigation

expenses which does not exceed six hundred thousand dollars (\$600,000.00). Validation of such litigation expenses shall first be made by declarations of Settlement Class Counsel or any other means ordered by the Court. Any Litigation Expenses Reimbursement provided in the Final Order And Judgment (up to, but not exceeding six hundred thousand dollars (\$600,000.00)) shall be paid by the Settlement Administrator to Settlement Class Counsel from the Settlement Account within fourteen (14) Days after the Effective Date by wire transfer to an account designated by Settlement Class Counsel. If the Final Order And Judgment awards Settlement Class Counsel less than six hundred thousand dollars (\$600,000.00) as an aggregate Litigation Expenses Reimbursement, the difference between the actual Litigation Expenses Reimbursement and six hundred thousand dollars (\$600,000.00) will remain in the Cash Settlement Fund to be used for Cash Awards and distribution to the Settlement Class Members with Valid Claims in accordance with the terms of this Settlement Agreement.

C. **Incentive Award.** The Named Plaintiff will apply for an Incentive Award not to exceed ten thousand dollars (\$10,000.00). Any Incentive Award provided by the Final Order And Judgment (up to, but not exceeding ten thousand dollars (\$10,000.00)) will be paid by the Settlement Administrator from the Settlement Account within fourteen (14) Days after the Effective Date. If the Final Order And Judgment awards Named Plaintiff less than ten thousand dollars (\$10,000.00) as an Incentive Award, the difference between the actual Incentive Award and ten thousand dollars (\$10,000.00) will remain in the Cash Settlement Fund to be used for Cash Awards and distribution to the Settlement Class Members with Valid Claims in accordance with the terms of this Settlement Agreement.

D. **Attorneys' Fee Award, Litigation Expenses Reimbursement, and Incentive Award.** Any order or proceedings relating to the applications for the Attorneys' Fee Award, the Litigation Expenses Reimbursement, and the Incentive Award, or any appeal from any order relating thereto or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Final Order And Judgment approving the Settlement Agreement, and is not a basis for anyone withdrawing from the Settlement Agreement.

VII. **NOTICE, OBJECTIONS AND OPT-OUT RIGHTS**

A. The Settlement Administrator will work under the direction of Settlement Class Counsel and Pharmavite's Counsel.

B. **Settlement Class Notice Program.** The Parties will seek a determination from the Court regarding the Settlement Class Notice Program as described in the Motion for Preliminary Approval and as set forth in the Declaration of the Settlement Administrator and as set forth in its notice plan attached as Exhibit F hereto. Neither the Parties nor Settlement Class Counsel shall issue any press release or make any public announcement about this Settlement Agreement, as further detailed in Section XIII, Paragraph K. The provisions of this Paragraph VII.B shall be binding on the Parties and their counsel regardless of whether the Settlement Agreement is approved by this Court or any other court and regardless of whether the Settlement Agreement is otherwise terminated and/or becomes null and void pursuant to Section X.

C. **Objections.** Any Settlement Class Member who intends to object must do so on or before the Opt-Out And Objection Date. In order to object, the Settlement Class Member must include in the objection submitted to the Court and served on Settlement Class Counsel and Pharmavite's Counsel: (1) the name, address, telephone number of the Person objecting and, his/her counsel, if any; (2) a signed declaration stating that he or she is a Person in the Settlement Class and purchased one or more of the Covered Products; (3) a statement of all objections to the Settlement Agreement; and (4) a statement of whether he or she intends to appear at the Fairness Hearing, either with or without counsel, and if with counsel, the name of his or her counsel who will attend. Any Settlement Class Member who fails to file and serve timely a written objection and notice of his or her intent to appear at the Fairness Hearing pursuant to this Paragraph VII.C and as detailed in the Class Notice, shall not be permitted to object to the approval of the Settlement Agreement at the Fairness Hearing and shall be foreclosed from seeking any review of the Settlement Agreement by appeal or other means.

D. **Opt-Outs.** A Person in the Settlement Class who wishes to opt-out of the Settlement Class must complete and send to the Settlement Administrator a request for exclusion that is post-marked or submitted electronically no later than the Opt-Out And Objection Date. The request for exclusion must be personally signed by the Person in the Settlement Class requesting exclusion,

contain a statement that indicates his or her desire to be excluded from the Settlement Class, and contain a statement that he or she is otherwise a Person in the Settlement Class and purchased one or more of the Covered Products. A Person in the Settlement Class may opt-out on an individual basis only. So-called “mass” or “class” opt-outs, whether filed by third parties on behalf of a “mass” or “class” of class members or multiple class members where no personal statement has been signed by each and every Person who desires to Opt-Out, shall not be allowed.

1. An Opt-Out who submits a Claim Form to the Settlement Administrator thereby rescinds any request for exclusion, and is no longer an Opt-Out.

2. An Opt-Out may rescind his/her opt-out in any manner that makes his/her desire to rescind clearly known to the Court in advance of the Opt-Out And Objection Date. Anyone who does so is no longer an Opt-Out.

E. Except for Opt-Outs, all Persons in the Settlement Class will be deemed to be Settlement Class Members for all purposes under the Settlement Agreement, and upon the Effective Date, will be bound by its terms, regardless of whether they file a Claim Form or receive any Cash Award or Product Award.

F. Any Opt-Out shall not: (1) be entitled to relief under the Settlement Agreement; (2) gain any rights by virtue of the Settlement Agreement; or (3) be entitled to object to any aspect of the Settlement Agreement.

G. The Settlement Administrator shall maintain an Opt-Out List and shall provide it to Settlement Class Counsel and Pharmavite’s Counsel within seven (7) Days after the Opt-Out And Objection Date.

VIII. APPROVAL PROCESS

After execution of this Settlement Agreement, Settlement Class Counsel shall promptly move the Court to enter the Preliminary Approval Order that is without material alteration from Exhibit C hereto, which:

- A. Preliminarily approves this Settlement Agreement;
- B. Preliminarily certifies the Settlement Class;
- C. Finds that the proposed Settlement Agreement is sufficiently fair, reasonable and

adequate to warrant providing notice to the Settlement Class;

D. Schedules a Fairness Hearing on final approval of this Settlement Agreement to consider its fairness, reasonableness, and adequacy, and whether it should be finally approved by the Court, which Fairness Hearing shall take place not less than one hundred ten (110) Days after the Claim Deadline;

E. Appoints the Settlement Administrator in accordance with Section III, Paragraph C of this Settlement Agreement;

F. Approves the Class Notice, and directs the Settlement Administrator to disseminate the Class Notice in accordance with the Settlement Class Notice Program;

G. Finds that the Settlement Class Notice Program: (1) is the best practicable notice under the circumstances, (2) will fairly apprise the Settlement Class of the pendency of the Litigation, of the right to object to or Opt-Out of the proposed Settlement Agreement, of the right of any Person in the Settlement Class who has not Opted-Out to appear at the Fairness Hearing, and of the right to seek monetary and other relief, (3) constituted reasonable, due, adequate, and sufficient notice to all Persons entitled to receive notice, and (4) meets all requirements of due process and any other applicable law.

H. Requires the Settlement Administrator to file proof of compliance with the Settlement Class Notice Program at or before the Fairness Hearing;

I. Approves the Claim Form, the content of which is without material alteration from Exhibit A to this Settlement Agreement, and sets a Claim Deadline;

J. Approves the creation of the Settlement Website in accordance with the terms of this Settlement Agreement;

K. Requires any Person in the Settlement Class who wishes to exclude himself or herself from the Settlement Class to submit an appropriate, timely request for exclusion, postmarked or submitted electronically no later than the Opt-Out And Objection Date, or as the Court may otherwise direct, to the Settlement Administrator at the address on the Class Notice;

L. Orders that any Person in the Settlement Class who does not Opt-Out will be bound by all proceedings, orders, and judgments in the Litigation, even if such Settlement Class Member

has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release;

M. Requires any Settlement Class Member who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement (the “Objector”) to file with the Court and serve on Settlement Class Counsel and Pharmavite’s Counsel no later than the Opt-Out And Objection Date, or as the Court may otherwise direct, a statement of the objection signed by the Settlement Class Member containing all of the following information:

1. The Objector’s full name, address, and telephone number;
2. A signed declaration that he or she is a Person in the Settlement Class;
3. A written statement of all grounds for the objection;
4. A statement of whether the Objector intends to appear at the Fairness Hearing; and
5. If the Objector intends to appear at the Fairness Hearing through counsel, the objection must also identify the attorney representing the Objector who will appear at the Fairness Hearing;

N. Orders that any response to an objection shall be filed with the Court no later than seven (7) Days prior to the Fairness Hearing;

O. Specifies that any Settlement Class Member who does not file a timely written objection to the Settlement Agreement or who fails to otherwise comply with the requirements of Section VII, Paragraph C of this Settlement Agreement shall be foreclosed from seeking any adjudication or review of this Settlement Agreement by appeal or otherwise;

P. Requires that any attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Settlement Agreement, the Attorneys’ Fee Award, the Incentive Award, or the Litigation Expenses Reimbursement, and who intends to make an appearance at the Fairness Hearing, to provide to the Settlement Administrator (who shall forward it to Settlement Class Counsel and Pharmavite’s Counsel) and to file with the Clerk of the Court a notice of intention to appear no later than the Opt-Out And Objection Date or as the Court may otherwise direct;

Q. Directs the Settlement Administrator to establish a post office box in the name of the

Settlement Administrator to be used for receiving requests for exclusion and any other communications, and providing that only the Settlement Administrator, Settlement Class Counsel, Pharmavite's Counsel, the Court, the Clerk of the Court and their designated agents shall have access to this post office box, except as otherwise provided in this Settlement Agreement;

R. Directs that Settlement Class Counsel shall file their applications for the Attorneys' Fee Award, Litigation Expenses Reimbursement, and Incentive Award in accordance with the terms set forth in Section VI of this Settlement Agreement;

S. Orders the Settlement Administrator to provide the Opt-Out List to Settlement Class Counsel and Pharmavite's Counsel no later than seven (7) Days after the Opt-Out And Objection Date, and then file with the Court the Opt-Out List with an affidavit attesting to the completeness and accuracy thereof no later than five (5) Days thereafter or on such other date as the Parties may direct;

T. Preliminarily enjoins all Persons in the Settlement Class who are not Opt-Outs from (1) filing, commencing, prosecuting, intervening in, or participating as plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims; (2) filing, commencing, participating in, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action or otherwise on behalf of any Person in the Settlement Class who is not an Opt-Out (including, without limitation, by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims; and (3) attempting to cause a class of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims to opt out of any settlement thereof. Any Person who violates such injunction shall pay the attorneys' fees and costs incurred by Pharmavite and/or any other Released Person and Settlement Class Counsel as a result of the violation. This Settlement Agreement is not intended to

prevent Persons in the Settlement Class from participating in any action or investigation initiated by a state or federal agency; and

U. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

IX. FINAL ORDER AND JUDGMENT AND RELEASES

A. **Final Order And Judgment.** If this Settlement Agreement (including any modification thereto made with the consent of the Parties as provided for herein) is approved by the Court following the Fairness Hearing scheduled by the Court in its Preliminary Approval Order, the Parties shall request the Court to enter a Final Order And Judgment pursuant to the Federal Rules of Civil Procedure and all applicable laws that, among other things:

1. Finds that the Court has personal jurisdiction over the Named Plaintiff and Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement Agreement and all exhibits thereto;

2. Certifies a Settlement Class solely for purposes of approving and implementing this Settlement Agreement;

3. Grants final approval to this Settlement Agreement as being fair, reasonable, and adequate as to all Parties and consistent and in compliance with all requirements of due process and applicable law, as to and in the best interests of all Parties, and directs the Parties and their counsel to implement and consummate this Settlement Agreement in accordance with its terms and provisions;

4. Declares this Settlement Agreement and the Final Order And Judgment to be binding on and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of the Named Plaintiff and any or all Settlement Class Members, as well as their respective present, former and future administrators, agents, assigns, attorneys, executors, heirs, partners, predecessors-in-interest, and successors;

5. Finds that the Settlement Class Notice Program (a) constituted the best practicable notice under the circumstances, (b) will fairly apprise Persons in the Settlement

Class of the pendency of the Litigation, of their right to object to or Opt-Out of the proposed Settlement Agreement, of their right (if they have not Opted-Out) to appear at the Fairness Hearing and of their right to seek monetary and other relief, (c) constituted reasonable, due, adequate, and sufficient notice to all Persons entitled to receive notice, and (d) met all requirements of due process and any other applicable law;

6. Approves the Claim Form that was made available to all Persons in the Settlement Class, the content of which was without material alteration from Exhibit A to this Settlement Agreement;

7. Finds that Settlement Class Counsel and the Named Plaintiff adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

8. Dismisses the Litigation now pending before the Court on the merits and with prejudice and without fees or costs except as provided herein, in accordance with the terms of the Final Order And Judgment;

9. Adjudges that the Named Plaintiff and the Settlement Class and the Settlement Class Members have conclusively compromised, settled, dismissed and released through the Effective Date any and all Released Claims against Pharmavite and the Released Persons;

10. Makes an Attorneys' Fee Award, Litigation Expense Reimbursement, and Incentive Award;

11. Without affecting the finality of the Final Order And Judgment for purposes of appeal, reserves jurisdiction over the Settlement Administrator, Pharmavite, the Named Plaintiff, and the Settlement Class Members as to all matters relating to the administration, consummation, enforcement and interpretation of the terms of the Settlement Agreement and Final Order And Judgment and for any other necessary purposes;

12. Provides that upon and through the Effective Date, the Named Plaintiff and all Settlement Class Members, whether or not they return a Claim Form within the time and in the manner provided for, shall be barred from asserting any Released Claims against Pharmavite and/or any Released Persons, and all Settlement Class Members shall have

released any and all Released Claims as against Pharmavite and all Released Persons;

13. Determines that the Settlement Agreement and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession, or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Pharmavite or any Released Persons or of the suitability of these or similar (or any other) claims to class treatment in litigation and/or trial; provided, however, that reference may be made to this Settlement Agreement in proceedings solely as may be necessary to effectuate the Settlement Agreement;

14. Bars and permanently enjoins all Settlement Class Members from (a) filing, commencing, prosecuting, intervening in, or participating in any way (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims, and (b) organizing Settlement Class Members (or any subgroup thereof) into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including, without limitation, by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency;

15. States that any Person who violates such injunction shall pay the attorneys' fees and costs incurred by Pharmavite and/or any other Released Persons and Settlement Class Counsel as a result of the violation; and

16. Approves the Opt-Out List and determines that the Opt-Out List is a complete list of Opt-Outs and who, accordingly, shall neither share in nor be bound by the Final Order And Judgment.

B. **Release Provisions.** As of and through the Effective Date, the Releasing Persons

are deemed to have fully released and forever discharged the Released Persons of and from all Released Claims, in accordance with the terms of this Settlement Agreement, by operation of entry of the Final Order And Judgment.

1. All Settlement Class Members shall be bound by this Settlement Agreement and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Litigation or this Settlement Agreement.

2. Without in any way limiting the scope of the Release, this Release covers any and all claims for attorneys' fees, costs, or disbursements incurred by Settlement Class Counsel or any other counsel representing the Named Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation, the Settlement Agreement, the administration of such Settlement Agreement and/or the Released Claims as well as any and all claims for any Incentive Award, any Attorneys' Fee Award, or Litigation Expenses Reimbursement.

3. The Releasing Persons and the Released Persons expressly acknowledge that they are familiar with principles of law such as Section 1542 of the Civil Code of the State of California, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MIGHT HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

California or other law notwithstanding, the Releasing Persons and the Released Persons hereby expressly agree that the provisions, rights, and benefits of Section 1542 and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable herein are hereby knowingly and voluntarily waived, released, and relinquished to the fullest extent permitted by law solely in connection with unknown claims that are the same as, substantially similar to, or overlap the Released Claims, and the Releasing Persons acknowledge that this is an essential term of the Release. In connection with the Release, the Releasing Persons acknowledge that they are aware that they may hereafter discover claims

presently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to the Released Claims, and that such claims, to the extent that they are the same as, substantially similar to, or overlap the Released Claims, are hereby released, relinquished, and discharged.

4. Nothing in the Releases shall preclude any action to enforce the terms of this Settlement Agreement, including, without limitation, participation in any of the processes detailed herein.

C. **Additional Releases.** Except as to the rights and obligations established by this Settlement Agreement, and solely with respect to Released Claims, Pharmavite releases and forever discharges, as of and through the Effective Date the Named Plaintiff, Settlement Class Members, and Settlement Class Counsel or other law firms who have litigated on behalf of the Plaintiff or the Class in this Litigation from any and all rights, duties, obligations, claims, actions, causes of action, or liabilities, whether arising under local, state, or federal law, whether by statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, which Pharmavite may now have, own or hold or which the Released Persons at any time may have, own, or hold, against the Named Plaintiff, Settlement Class Members, or Settlement Class Counsel arising out of Released Claims.

X. WITHDRAWAL FROM OR TERMINATION OF SETTLEMENT AGREEMENT

A. Within fifteen (15) Days after the occurrence of any of the following events and upon written notice to counsel for all Parties, a Party shall have the right to withdraw from and terminate this Settlement Agreement:

1. If the Court fails, on motion or following remand, to approve the Settlement Agreement or if on appeal the Court's approval is reversed;
2. If the Court (or an appellate court, on appeal) materially alters any of the terms of the Settlement Agreement, provided however that a reduction in the Attorneys' Fee Award below \$3,475,000.00 (three million, four hundred seventy-five thousand dollars) and/or a

reduction of the Incentive Award below ten thousand dollars (\$10,000.00), and/or a failure to award six hundred thousand dollars (\$600,000.00) in Litigation Expenses Reimbursement, shall not be deemed to be a material alteration; and/or

3. Subject to Section X, Paragraph A.2, if the Preliminary Approval Order, as described in Section VIII, or the Final Order And Judgment, as described in Section IX, is not entered by the Court or is reversed or materially modified on appeal or remand to the detriment of the Party seeking withdrawal and termination, or otherwise fails for any reason.

B. In the event of a withdrawal pursuant to Section X, Paragraph A, any certification of a Settlement Class will be vacated, without prejudice (or benefit) to any Party's position on the issue of class certification and the amenability of the claims asserted in the Litigation to class treatment, and the Parties shall be restored to their litigation position existing immediately before the execution of this Settlement Agreement.

C. If Opt-Outs number more than the confidential number submitted to the Court by the Parties under seal at the time of filing the Motion for Preliminary Approval, then Pharmavite may elect in its sole discretion to withdraw from and terminate this Settlement Agreement. In that event, all of Pharmavite's obligations under this Settlement Agreement shall cease to be of any force and effect; the certification of any Settlement Class shall be vacated without prejudice to Pharmavite's position on the issue of class certification (and without any benefit to any Party's position on that issue); and Pharmavite shall be restored to its litigation position existing immediately before the execution of this Settlement Agreement. In order to elect to withdraw from and terminate this Settlement Agreement on the basis set forth in this Paragraph X.C, Pharmavite must notify Settlement Class Counsel in writing of its election to do so within fourteen (14) Days after the Opt-Out List has been served on the Parties.

D. In the event of withdrawal by any Party in accordance with the terms set forth in this Section X, the Settlement Agreement shall be null and void, shall have no further force and effect with respect to any Party in the Litigation and shall not be offered in evidence or used in any litigation for any purpose by any Person (including, without limitation, any Opt-Outs), including, without limitation, the existence, certification, or maintenance of any proposed or existing class or the

amenability of these or similar claims to class treatment. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice or benefit to Pharmavite, the Named Plaintiff, or the Settlement Class Members and shall not be deemed or construed to be an admission or confession in any way by any Party of any fact, matter or proposition of law and shall not be used in any manner for any purpose, and the Parties shall stand in the same position as if this Settlement Agreement (other than the provisions that survive termination, including, without limitation, Section III, Paragraph F, Section VII, Paragraph B, Section XI, Paragraph C, and Section XIII, Paragraphs H and L) had not been negotiated, made or filed with the Court.

XI. EFFECTIVE DATE

A. The Effective Date of this Settlement Agreement shall be the date when each and all of the following conditions have occurred:

1. This Settlement Agreement has been fully executed by all Parties and Pharmavite's Counsel and Settlement Class Counsel;
2. Orders have been entered by the Court certifying the Settlement Class, and approving the forms of Class Notice and Claim Form, all as provided above;
3. A Preliminary Approval Order has been entered;
4. The Settlement Class Notice Program has been executed in accordance with the Preliminary Approval Order;
5. The Court has entered a Final Order And Judgment approving this Settlement Agreement, as provided above; and
6. The Final Order And Judgment has become Final as defined in Paragraph XI.B.

B. "Final," when referring to a judgment or order means (1) a judgment or order which is a non-tentative, appealable judgment or order and as to which all times to appeal therefrom have expired with no appeal or other review proceeding having been commenced; and (2) a judgment or order which is a non-tentative, appealable judgment or order and from which an appeal or other review proceeding has been commenced, and on which such appeal or other review is concluded

and no longer is subject to review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of *certiorari*, or otherwise, and as to which such appeal or other review has been resolved in a manner that affirms the Final Order And Judgment in all material respects.

C. If, for any reason, there is no Effective Date, the orders, judgment and dismissal to be entered pursuant to this Settlement Agreement shall be vacated, and the Parties will be returned to the status *quo ante* with respect to the Litigation as if this Settlement Agreement (other than the provisions that survive termination, including, without limitation, Section III, Paragraph F (which addresses termination or non-approval of this Settlement Agreement), Section VII, Paragraph B (which addresses press releases and public announcements), Section X, Paragraph D (which addresses withdrawal by any Party), and Section XIII, Paragraphs H (entitled “No Admissions”) and L (entitled “Confidentiality”)) had never been entered into and any amounts remaining in the Settlement Account will be paid to Pharmavite.

XII. NOTICES

A. All notices (other than the Class Notice and CAFA Notices) required by the Settlement Agreement shall be made in writing and communicated both by mail and e-mail to the following addresses:

All notices to Settlement Class Counsel shall be sent to Settlement Class Counsel, c/o:

Elaine A. Ryan
BONNETT, FAIRBOURN, FRIEDMAN
& BALINT, P.C.
2325 East Camelback Road, Suite 300
Phoenix, Arizona 85016
Telephone: (602) 274-1100
E-mail: eryl@bffb.com

Stewart M. Weltman
SIPRUT, PC
17 N. State Street
Suite 1600
Chicago, Illinois 60602
Telephone: (312) 236-0000
E-mail: sweltman@siprut.com

All notices to Pharmavite's Counsel provided herein shall be sent to Pharmavite's Counsel,
c/o:

René P. Tatro
TATRO TEKOSKY SADWICK LLP
333 S. Grand Avenue, Suite 4270
Los Angeles, CA 90071
Telephone: (213) 225-7171
Email: renetatro@ttsmlaw.com

Joseph M. Price
FAEGRE BAKER DANIELS LLP
2200 Wells Fargo Center
90 South Seventh St.
Minneapolis, MN 55402-3901
Telephone: (612) 766-7000
Email: joseph.price@FaegreBD.com

B. The notice recipients and addresses designated above may be changed by written notice.

C. Upon the request of any Party, the Parties shall promptly provide each other with copies of comments, objections, requests for exclusion, or other documents or filings received as a result of the Class or CAFA Notice.

XIII. MISCELLANEOUS PROVISIONS

A. **Interpretation.** This Settlement Agreement contains the entire agreement among the Parties hereto and supersedes any prior discussions, negotiations, exchanges, agreements or understandings among them as well as any and all prior drafts of this Settlement Agreement, term sheets, and written or oral communications about settlement and/or this Settlement Agreement. All terms are contractual. For the purpose of construing or interpreting this Settlement Agreement, the Settlement Agreement is deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party, and any prior drafts may not be used to construe or interpret this Settlement Agreement.

B. **Binding Effect.** The terms are and shall be binding upon each of the Parties hereto, their administrators, agents, assigns, attorneys, executors, heirs, partners, representatives, predecessors-in-interest, and successors, as well as upon all other Persons claiming any interest in the subject matter hereto by or through any of the Parties hereto including, without limitation, any

Settlement Class Members.

C. **Headings.** The headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement.

D. **No Rescission on Grounds of Mistake.** The Parties have made their own investigations of the matters covered by this Settlement Agreement to the extent they have deemed it necessary to do so. Therefore, no Party will seek to set aside the Settlement Agreement or any part or parts thereof on the grounds of mistake. Moreover, the Parties expressly assume the risk that any fact not recited, contained, or embodied in the Settlement Agreement may be other than, different from, or contrary to the facts now known to them or believed by them to be true, and that the Settlement Agreement shall be effective in all respects and shall not be subject to termination, modification, or rescission, any such difference in facts notwithstanding.

E. **Amendment.** This Settlement Agreement may be amended or modified only by a written instrument signed by the Parties or their counsel. Amendments and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court.

F. **Integration of Exhibits.** The exhibits to this Settlement Agreement are an integral and material part of the Settlement Agreement and are hereby incorporated and made a part of the Settlement Agreement.

G. **Jurisdiction.** The United States District Court for the Central District of California has jurisdiction over the Parties to this Settlement Agreement and the Settlement Class.

H. **No Admission.** Neither this Settlement Agreement nor any of its provisions, or related documents (including, for example, but not limited to drafts of the Settlement Agreement, term sheets, the Preliminary Approval Order or the Final Order And Judgment), its negotiation or any proceedings relating in any way to the Settlement Agreement shall be construed as or deemed to be evidence of an admission or concession by any Person, including, without limitation, Pharmavite, and shall not be offered or received in evidence, or subject to discovery, in this or any other action or proceeding except in an action brought to enforce its terms or except as may be required by law or Court order. The provisions of this Section XIII, Paragraph H shall become

effective when this Settlement Agreement has been signed by the Parties and their counsel and shall be binding on the Parties and their counsel regardless of whether the Settlement Agreement is approved by this Court or any other court and regardless of whether the Settlement Agreement is otherwise terminated and/or becomes null and void pursuant to Section X.

I. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of California, and the Class Action Fairness Act, 28 U.S.C. §§ 1332(d), 1453, and 1711–1715 (which controls where a conflict exists with the laws of the State of California), and the Federal Rules of Civil Procedure.

J. **Counterparts.** This Settlement Agreement may be executed in counterparts and may be executed by electronic signatures, and as so executed shall constitute one agreement.

K. **No Media Statements.** Subject to the Preliminary Approval Order issued by the Court, neither the Named Plaintiff nor Settlement Class Counsel or any other counsel acting on behalf of the Named Plaintiff shall issue any press release, or make any statement to any media or press of any sort, regarding this Settlement Agreement, including but not limited to any references on websites maintained by the Named Plaintiff or Settlement Class Counsel, other than to state that the Litigation has been resolved on terms satisfactory to the Parties and contained in this Settlement Agreement. Settlement Class Counsel will be permitted to provide a link to the Settlement Website on their website with accompanying language to be reviewed and approved by Pharmavite and Pharmavite’s Counsel, with such approval not being unreasonably withheld, before posting of the same.

L. **Confidentiality.** All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

M. **Return of Material.** Within thirty (30) Days after the Effective Date, Settlement Class Counsel and Pharmavite’s Counsel will return all material produced by one to the other in discovery or otherwise in connection with the Litigation.

N. **No Assignment.** The Named Plaintiff represents and warrants that no portion of any claim, right, demand, action, or cause of action against the Released Persons that the Named

referred to in this Settlement Agreement as those of the Named Plaintiff.


O. **Stay.** The Parties stipulate to stay all proceedings in the Litigation until the Effective Date or until the Parties inform the Court of any withdrawal from and voiding of this Settlement Agreement, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve the Final Order And Judgment.

P. **Dismissal of *Barrera v. Pharmavite, LLC, et al.*** Upon entry of the Final Order And Judgment, Class Counsel and Named Plaintiff Lorean Barrera will seek a dismissal with prejudice of *Lorean Barrera, et al. v. Pharmavite, LLC*, U.S. District Court, C.D. California Case No. 2:11-cv-04153-CAS (AGrx).

IN WITNESS WHEREOF, the Parties have executed and caused this Settlement Agreement to be executed by their authorized representatives below.

Plaintiff:

Dated: 4-27-17

Lorean Barrera
By: 
Lorean Barrera

Approved as to form by counsel for Plaintiff and the Settlement Class:

BONNETT, FAIRBOURN, FRIEDMAN & BALINT, P.C.

By: _____
Elaine A. Ryan
2325 East Camelback Road, Suite 300
Phoenix, Arizona 85016
Telephone: (602) 274-1100
Facsimile: (602) 274-1199

SIPRUT, PC

By: _____
Stewart M. Weltman
17 N. State Street
Suite 1600

referred to in this Settlement Agreement as those of the Named Plaintiff.

O. **Stay.** The Parties stipulate to stay all proceedings in the Litigation until the Effective Date or until the Parties inform the Court of any withdrawal from and voiding of this Settlement Agreement, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve the Final Order And Judgment.

P. **Dismissal of *Barrera v. Pharmavite, LLC, et al.*** Upon entry of the Final Order And Judgment, Class Counsel and Named Plaintiff Lorean Barrera will seek a dismissal with prejudice of *Lorean Barrera, et al. v. Pharmavite, LLC*, U.S. District Court, C.D. California Case No. 2:11-cv-04153-CAS (AGrx).

IN WITNESS WHEREOF, the Parties have executed and caused this Settlement Agreement to be executed by their authorized representatives below.

Plaintiff:

Dated: _____

Lorean Barrera

By: _____

Lorean Barrera

Approved as to form by counsel for Plaintiff and the Settlement Class:

BONNETT, FAIRBOURN, FRIEDMAN & BALINT, P.C.

By:  _____

Elaine A. Ryan
2325 East Camelback Road, Suite 300
Phoenix, Arizona 85016
Telephone: (602) 274-1100
Facsimile: (602) 274-1199

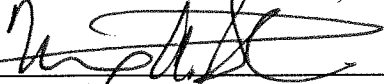
SIPRUT, PC

By:  _____

Stewart M. Weltman
17 N. State Street
Suite 1600

Chicago, Illinois 60602
Telephone: (312) 236-0000
Facsimile: (312) 878-1342

BOODELL & DOMANSKIS, LLC

By: 
Max A. Stein
One North Franklin, Suite 1200
Chicago, IL 60606
Telephone: (312) 938-1670

LEVIN SEDRAN & BERMAN

By: _____
Howard J. Sedran
510 Walnut Street
Philadelphia, Pennsylvania 19106
Telephone: (215) 592-1500

WESTERMAN LAW CORP.

By: _____
Jeff S. Westerman
1875 Century Park East, Suite 2200
Los Angeles, CA 90067
Tel: (310) 698-7880
Fax: (310) 755-9777

Defendant Pharmavite:

Dated: _____

PHARMAVITE LLC

By: _____

Its: _____

Approved as to form by counsel for Defendant Pharmavite:


TATRO TEKOSKY SADWICK LLP

Chicago, Illinois 60602
Telephone: (312) 236-0000
Facsimile: (312) 878-1342

BOODELL & DOMANSKIS, LLC

By: _____
Max A. Stein
One North Franklin, Suite 1200
Chicago, IL 60606
Telephone: (312) 938-1670

LEVIN SEDRAN & BERMAN

By: 
Howard J. Sedran
510 Walnut Street
Philadelphia, Pennsylvania 19106
Telephone: (215) 592-1500

WESTERMAN LAW CORP.

By: _____
Jeff S. Westerman
1875 Century Park East, Suite 2200
Los Angeles, CA 90067
Tel: (310) 698-7880
Fax: (310) 755-9777

Defendant Pharmavite:

Dated: _____

PHARMAVITE LLC

By: _____

Its: _____

Approved as to form by counsel for Defendant Pharmavite:

TATRO TEKOSKY SADWICK LLP

Chicago, Illinois 60602
Telephone: (312) 236-0000
Facsimile: (312) 878-1342

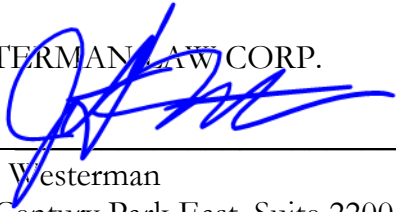
BOODELL & DOMANSKIS, LLC

By: _____
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One North Franklin, Suite 1200
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510 Walnut Street
Philadelphia, Pennsylvania 19106
Telephone: (215) 592-1500

WESTERMAN LAW CORP.

By: _____

Jeff S. Westerman
1875 Century Park East, Suite 2200
Los Angeles, CA 90067
Tel: (310) 698-7880
Fax: (310) 755-9777

Defendant Pharmavite:

Dated: _____

PHARMAVITE LLC

By: _____

Its: _____

Approved as to form by counsel for Defendant Pharmavite:

TATRO TEKOSKY SADWICK LLP

Defendant Pharmavite:

Dated: 4/27/2017

PHARMAVITE LLC

By: H.S. Deshpande

Its: HITIN S DESHPANDE
EVP, CFO & Chief Corporate Officer.

Approved as to form by counsel for Defendant Pharmavite:

TATRO TEKOSKY SADWICK LLP

By: _____

René P. Tatro
333 S. Grand Avenue, Suite 4270
Los Angeles, CA 90071
Telephone: (213) 225-7171

FAEGRE BAKER DANIELS LLP

By: _____

Joseph M. Price
2200 Wells Fargo Center
90 South Seventh St.
Minneapolis, MN 55402-3901
Telephone: (612) 766-7000

LEVIN SEDRAN & BERMAN

#26261

By: _____

Howard J. Sedran
510 Walnut Street
Philadelphia, Pennsylvania 19106
Telephone: (215) 592-1500

WESTERMAN LAW CORP.

By: _____

Jeff S. Westerman
1875 Century Park East, Suite 2200
Los Angeles, CA 90067
Tel: (310) 698-7880
Fax: (310) 755-9777

Defendant Pharmavite:

Dated: _____

PHARMAVITE LLC

By: _____

Its: _____

Approved as to form by counsel for Defendant Pharmavite:

TATRO TEKOSKY SADWICK LLP

By: René P. Tatro

René P. Tatro
333 S. Grand Avenue, Suite 4270
Los Angeles, CA 90071
Telephone: (213) 225-7171

FAEGRE BAKER DANIELS LLP

By: _____

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Jeff S. Westerman
1875 Century Park East, Suite 2200
Los Angeles, CA 90067
Tel: (310) 698-7880
Fax: (310) 755-9777

Defendant Pharmavite:

Dated: _____

PHARMAVITE LLC

By: _____

Its: _____

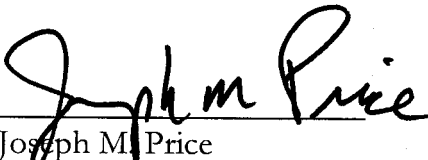
Approved as to form by counsel for Defendant Pharmavite:

TATRO TEKOSKY SADWICK LLP

By: _____

René P. Tatro
333 S. Grand Avenue, Suite 4270
Los Angeles, CA 90071
Telephone: (213) 225-7171

FAEGRE BAKER DANIELS LLP

By:  _____

Joseph M. Price
2200 Wells Fargo Center
90 South Seventh St.
Minneapolis, MN 55402-3901
Telephone: (612) 766-7000

List of Exhibits

Exhibit A – Claim Form

Exhibit B – Covered Products

Exhibit C – Preliminary Approval Order

Exhibit D – Offered Products

Exhibit E – *Cy Pres* Charity

Exhibit F – Notice Plan and Declaration of Settlement Administrator

Exhibit G – Published Summary Notice

Exhibit H – Long Form Notice