

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

Elaine A. Ryan (*Admitted pro hac vice*)  
Patricia N. Syverson (203111)  
2325 E. CAMELBACK ROAD, Suite 300  
Phoenix, AZ 85016  
eryan@bffb.com  
psyverson@bffb.com  
Tel: (602) 274-1100  
Fax: (602) 274-1199

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

Manfred P. Muecke (222893)  
600 W. Broadway, Suite 900  
San Diego, CA 92130  
mmeucke@bffb.com  
Tel: (619) 756-7748  
Fax: (602) 274-1199

BOODELL & DOMANSKIS, LLC

Stewart M. Weltman (*Admitted pro hac vice*)  
Max A. Stein (*Admitted pro hac vice*)  
353 North Clark Street, Suite 1800  
Chicago, IL 60654  
sweltman@boodlaw.com  
mstein@boodlaw.com  
Telephone: (312) 938-1670

[*Additional Counsel Appear On Signature Page*]

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

LUIS LERMA, an Individual, and NICK  
PEARSON, an Individual, On Behalf of  
Themselves and All Others Similarly  
Situated,

Plaintiffs,

v.

SCHIFF NUTRITION  
INTERNATIONAL, INC., a Delaware  
Corporation, and SCHIFF NUTRITION  
GROUP, INC., a Utah Corporation

Defendants

Case No.: 3:11-CV-01056-MDD

**PLAINTIFFS' RESPONSE TO  
OBJECTIONS TO FINAL  
APPROVAL OF SETTLEMENT  
AND NOTICE OF EXCLUSION  
REQUESTS**

Date: October 30, 2015  
Time: 10:00 a.m.  
Courtroom: 1E  
Judge: Mitchell D. Dembin

# TABLE OF CONTENTS

## PAGE

I.	The Settlement Fund is More Than Sufficient to Compensate Settlement Class Members .....
II.	The Injunctive Relief Provided by the Settlement is Substantial .....
III.	The Claims Process Provided for by the Settlement is Fair and Reasonable .....
A.	The Two-Tier Recovery Process is Fair and Reasonable.....
B.	Claims are Thoroughly Reviewed and Validated.....
IV.	Plaintiffs Fully Informed Settlement Class Members of the Provisions of the Settlement.....
V.	Settlement Class Counsel’s Fee Request is Reasonable .....
VI.	The Named Plaintiffs’ Service Awards Are Reasonable .....
VII.	Objector Smallwood May Pursue Any Personal Injury Claim By Opting Out of this Settlement.....

1 Plaintiffs Luis Lerma, Nick Pearson, and Muriel Jayson request that the Court  
 2 overrule the objections of Ashley Hammack [D.E. 158] (“Hammack Obj.”), Joan  
 3 Smallwood [D.E. 161-1] (“Smallwood Obj.”) and Charles M. Thompson [D.E. 162]  
 4 (“Thompson Obj.”).<sup>1</sup>

5 The Objectors contend the Settlement<sup>2</sup> could have been better. However, the  
 6 issue is not whether the Settlement could have been better, but whether it is fair:  
 7 “Settlement is the offspring of compromise; the question we address is not whether  
 8 the final product could be prettier, smarter or snazzier, but whether it is fair, adequate  
 9 and free from collusion.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir.  
 10 1998) (in approving a settlement, the court looks to whether “the agreement is not the  
 11 product of fraud or overreaching by, or collusion between, the negotiating parties, and  
 12 that the settlement, taken as a whole, is fair, reasonable and adequate to all  
 13 concerned”) (quoting *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625  
 14 (9th Cir. 1982)) (internal quotations omitted).

15 The Settlement is reasonable and fair. Tellingly, there has been *no* objection to  
 16 the amount of compensation to which Settlement Class Members are entitled. This is  
 17 for good reason. Each claimant will receive \$22 for each non-proof claim and \$46 for  
 18 each claim with proof.<sup>3</sup> As the Products’ average cost is \$20.66<sup>4</sup>, all claimants with  
 19

---

20  
 21 <sup>1</sup> It is Settlement Class Counsel’s understanding that the Objections/Amicus Brief  
 22 filed by Truth in Advertising, Inc. (“TINA”) and the American Association of Retired  
 23 Persons (“AARP”) earlier in this litigation (D.E. 127, 136, 144), are no longer pending  
 24 before this Court. Nonetheless, the issues they raise are addressed herein.

25 <sup>2</sup> Unless otherwise defined herein, capitalized terms have the meaning ascribed to  
 26 them in the Second Amended Settlement Agreement. *See* Second Am. Settlement  
 27 Agmt. (D.E. 141-2).

28 <sup>3</sup> These per claim amounts assume that all claims submitted to date are deemed valid.  
 To the extent any claims are rejected for any reason, the amount available to distribute  
 to the remaining Settlement Class Members will be increased.

<sup>4</sup> *See* Supp. Preliminary Approval Motion, Ex. 8 at ¶ 8. The price of the Covered  
 Products can vary from as little as \$9.95 to as much as \$32.99 with the majority of the

1 proof of purchase will receive *more* than 100% recovery and the majority of claimants  
2 without proof of purchase will receive at least 100% recovery based on the average  
3 product price – a tremendous result and better than had the case been successfully  
4 tried to judgment.

5 The injunctive relief is neither “inadequate” nor “illusory.” It provides for a  
6 meaningful labeling change by an industry leader and one of the largest sellers of  
7 glucosamine/chondroitin products in the United States. *See* Final Approval Brief, at  
8 14-20.

9 Settlement Class Counsel’s attorneys’ fees request is not excessive. Given the  
10 full recovery plus claims payout and the significant injunctive relief obtained, an  
11 award of 33% of the Settlement Fund (or \$2,148,300) plus actual expenses is not only  
12 merited, but is well within the range commonly awarded by courts in analogous cases  
13 – under both the percentage-of-the-fund and lodestar approaches. *See* Final Approval  
14 Brief, at 36-44. Settlement Class Counsel should be justly compensated for the  
15 excellent settlement they negotiated as evidenced by the Class’ positive reaction.  
16 There were over 40,167 Claims Forms submitted, with only seven Class members  
17 opting out of the Settlement and only three objections filed. *See* Ex. A, Supplemental  
18 Declaration of Eric Robin Re: Notice Procedures, at ¶¶ 20-21.

19 The remaining objections – relating to the claim process, the two-tier payment  
20 structure, Named Plaintiffs’ service awards, and no personal injury specific  
21 compensation – are not supported by the factual record and/or the law and should be  
22 overruled.

23 ///

24 ///

25 ///

26  
27 products retailing for \$20.00 or less. *See* Defendants’ Mem. in Supp. of Mot. for  
28 Preliminary Approval (D.E. 108) at 4 & Ex. A.

**I. The Settlement Fund is More Than Sufficient to Compensate Settlement Class Members**

The Settlement’s monetary relief is substantial. Over \$3.29 million<sup>5</sup> is available to compensate Settlement Class Members who made claims. Every Settlement Class Member who submitted a claim with proof will receive more than 100% of the amount they paid for the Product and the majority of claimants without proof will receive at least 100% recovery, based on the average price of the Products. For example, Objector Smallwood paid \$18.39 for one bottle of Schiff MoveFree Triple Strength (D.E. 161-1), and she will receive \$46. Claimants – including Objectors – will receive more compensation under this Settlement than had this case been successfully tried to judgment.

Objector Hammack claims that the amount of relief is inadequate because it “does not disgorge Defendant of its ill-gotten profits and does not deter Defendant from its past misconduct.” (Hammack Obj. at 2). The proper measure of damages is actual damages (here, the “difference between the actual value of that with which the defrauded person parted and the actual value of that which he received...” (*Colgan v. Leatherman Tool Grp., Inc.*, 135 Cal. App. 4th 663, 675 (2006))), not disgorgement of profits. And, although not required to serve as a deterrent, the \$6.51 million that Schiff will pay and the threat of future litigation if it reintroduces the reconstruction representations without substantiation both serve a significant deterrent effect.<sup>6</sup>

---

<sup>5</sup> KCC has estimated that the total final cost of notice and claims administration will be \$920,485.25; not the \$1.5 million the Parties originally allocated. *See* Ex. A, Supplemental Declaration of Eric Robin Re: Notice Procedures, at ¶ 23. The savings of \$579,514.75 will be added to the total amount available to pay claims, increasing the claims fund from \$2.7 million to approximately \$3.29 million.

<sup>6</sup> Objector Hammack also questions the cost of the labeling changes and the amount paid by Schiff’s insurance carrier (Hammack Obj. at 2), without citation to any case law establishing their relevance to the reasonableness of the Settlement because they are not. In any event, Settlement Class Counsel is not privy to Schiff’s money sources.

## II. The Injunctive Relief Provided by the Settlement is Substantial

Schiff's removal of *all* representations regarding repairing, rebuilding or rejuvenating joints and/or cartilage (and any versions of those statements using variations of these banned terms) is significant and meaningful. *See* Final Approval Brief, at 11-17. Far from "minor wordsmithing" as Objector Hammack contends (Hammack Obj. at 2), these are the key reasons consumers give for purchasing the Covered Products. *See* Final Approval Brief, at 14-16 (2006-07 focus group studies and 2011 Gallup Study of Supplements for Joint Health finding that consumers viewed the reconstruction representations as important and considered them in making purchase decisions); *Id.* at Ex 2 (consumer survey conducted by Plaintiffs' expert, Thomas J. Maronick, finding that 86% of consumers identified "rebuild cartilage" as a very important reason to buy the Covered Products and that 50% of consumers were "less likely" or "much less likely" to buy the product if there were no reconstruction claims on the package). Further, because the reconstruction representations are a key driver of Product sales, their removal directly benefits an estimated [REDACTED]

*See* Final Approval Brief, at Ex. 1, Gallup Study at 86.

Objector Hammack's argument that a 5 year prohibition period would be better than the agreed upon two years (Hammack Obj. at 2), does not mean that the Settlement is not fair and reasonable – which is the standard by which the Court will evaluate the Settlement. And, Objector Hammack underestimates the hurdle Schiff must clear before it can "resume its past deceptive practices at any time by petitioning the court." (Hammack Obj. at 2). To succeed in any such petition, Schiff must substantiate the representations by "an independent, well-conducted, published clinical trial." *See* Second Am. Settlement Agmt., at IV(E)(iv). Further, Objector Hammack fails to acknowledge that absent such substantiation, upon expiration of the two year period, Schiff is unlikely to reintroduce the reconstruction representations as that would invite another lawsuit.



1 For all these reasons, the injunctive relief achieved is fair, adequate, and  
2 reasonable.

### 3 **III. The Claims Process Provided for by the Settlement is Fair and Reasonable**

#### 4 **A. The Two-Tier Recovery Process is Fair and Reasonable**

5 Objector Thompson<sup>7</sup> argues that paying a greater per claim amount to  
6 Settlement Class Members with proof of purchase is “inherently unfair to both  
7 classes.” (Thompson Obj. at 4). But he fails to show how he or any other Settlement  
8 Class Member was harmed by this process inasmuch as he and most all Settlement  
9 Class Members are being paid over 100% of the amount they paid for their purchases  
10 based on the average purchase price of the Products.  
11  
12

---

13 <sup>7</sup> Mr. Thompson—an attorney in Alabama—is a professional objector with a long  
14 history of objecting to meritorious settlements such as this one. *See, e.g., Snell v.*  
15 *Allianz Life Ins. Co. of N. Am.*, 2000 WL 1336640, at \*9-10 (D. Minn. Sept. 8, 2000)  
16 (noting concern that professional objectors may be “a pariah to the functionality of  
17 class action lawsuits, as they maraud proposed settlements—not to assess their merits  
18 on some principled basis—but in order to extort the parties, and particularly the  
19 settling defendants, into ransoming a settlement that could otherwise be undermined  
20 by a time-consuming appeals process”); *Shaw v. Toshiba Am. Info. Sys., Inc.*, 91 F.  
21 Supp. 2d 942, 973-74, n.18 (E.D. Tex. 2000) (finding that Thompson’s objections  
22 were “obviously ‘canned’ objections filed by professional objectors who seek out  
23 class actions to simply extract a fee by lodging generic, unhelpful protests”); *In re*  
24 *Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231 (D. Del. 2002); *Nieme v. Columbia*  
25 *House Co.*, 2002 WL 32363789 (No. A099606) (Cal. Ct. App. Oct. 22, 2002);  
26 *Thompson v. Metro. Life Ins. Co.*, 216 F.R.D. 55, 70 (S.D.N.Y. 2003) (“[Thompson’s  
27 clients] present nothing, besides conclusory allegations, that their interests were not  
28 adequately protected.”); *Reynolds v. Beneficial Nat. Bank*, 260 F. Supp. 2d 680 (N.D.  
Ill. 2003); *In re Relafen Antitrust Litig.*, 231 F.R.D. 52 (D. Mass. Sept. 28, 2005);  
*Azizan v. Federated Dept. Stores, Inc.*, 2006 WL 4037549, at \*6, 10 (N.D. Cal. Sept.  
29, 2006); *Objection to Proposed Settlement, Spahn v. Edward D. Jones & Co. L.P.*,  
2007 WL 5281756 (E.D. Mo. June 11, 2007); *Objection to Class Action Settlement,*  
*Coopoer v. Pac. Life Ins. Co.*, 2007 WL 4604954 (S.D. Ga. Sept. 4, 2007); *Motion for*  
*Protective Order and Motion to Quash Depositions, In re Universal Serv. Fund Tel.*  
*Billing Practices Litig.*, 2008 WL 2604266 (D. Kan. Feb. 20, 2008); *In re Diet Drugs*  
*Prod. Liab. Litig.*, 553 F. Supp. 2d 442, 448 (E.D. Pa. 2008); *Faught v. Am. Home*  
*Shield Corp.*, 2010 WL 10959223 (N.D. Ala. Apr. 27, 2010) (overruling objections to  
the Settlement); *Blessing v. Sirius XM Radio, Inc.*, 507 F. App’x 1, 2 (2d Cir. 2012)  
(rejecting appeal of settlement approval on behalf of objector represented by “Charles  
M. Thompson, Birmingham, Alabama”); *Nwabueze v. AT&T, Inc.*, 2013 WL 6199596  
(N.D. Cal. Nov. 27, 2013) (overruling Thompson’s objection to the Settlement’s claim  
reimbursement process).

**B. Claims are Thoroughly Reviewed and Validated**

Objector Hammack argues that Settlement Class Members' claims should not be rejected outright based on deficiencies in their claims forms. (Hammack Obj. at 3). The Parties agree, which is why KCC, the third-party claims administrator in this case, has procedures in place to handle any deficiencies in submitted claims. Specifically, "if it is determined that a Claim Form is deficient, a Notice of Deficient Claim Form will be sent to the Class Member allowing them 30 days to cure their deficiency." *See* Ex. A, Supplemental Declaration of Eric Robin Re: Notice Procedures, at ¶ 22. This process ensures that claimants do not miss out on Settlement benefits due to harmless or correctable error. To date, no claims have been rejected as invalid.

**IV. Plaintiffs Fully Informed Settlement Class Members of the Provisions of the Settlement**

Significantly, there were *no* objections raised as to the specifics of the Notice Plan or the manner in which it was implemented. However, there were two objections regarding access to information, neither of which have merit.

First, Objector Hammack claims that the settlement website was the "best resource" for providing access to Settlement Class Counsel's fee motion and by not posting it on the website, Settlement Class Counsel improperly limited access to the motion and failed to satisfy FRCP 23(h). (Hammack Obj. at 3). However, FRCP 23(h)(1) provides that motions for attorneys' fees made by Settlement Class Counsel must be "directed to class members *in a reasonable manner*." (emphasis added). There is no requirement that the fee motion be posted on the settlement website. *See, e.g., In re High-Tech Emp. Antitrust Litig.*, 2015 WL 5158730, at \*15 (N.D. Cal. Sept. 2, 2015) (overruling 23(h) objection that motions for attorneys' fees were not posted on the lawsuit's website and finding that public filing on the case's docket was sufficient); *In re TFT-LCD (Flat Panel) Antitrust Litig.*, 2011 WL 7575004, at \*2 (N.D. Cal. Dec. 27, 2011) ("[One court's] preference that the fee petition be posted on the website...does not compel other courts to require the same to fulfill due



1 process.”). Further, had Objector Hammack (or any other Class Member) been unable  
2 to obtain a copy of the fee motion through the public record, they could have  
3 contacted Settlement Class Counsel and they would have been provided with one.

4 Second, Objector Thompson argues that Settlement Class Counsel has kept  
5 necessary information from Class Members by filing a redacted version of the Final  
6 Approval Brief and confidential exhibits. (Thompson Obj. at 5). The majority of  
7 these documents were produced to Plaintiffs under a claim of confidentiality by  
8 Schiff. While Plaintiffs believed these documents were pertinent to the issues before  
9 the Court, they were constrained to abide by the protective order entered by this Court.  
10 Moreover, Mr. Thompson is an attorney and a party to this litigation. Thus, if he were  
11 truly interested in the contents of these documents, he, like any other Class Member,  
12 could have requested copies of them upon signing the protective order. Objector  
13 Thompson made no effort to do so.

#### 14 **V. Settlement Class Counsel’s Fee Request is Reasonable**

15 Objector Hammack objects to the fee request because it exceeds 25% of the  
16 Settlement Fund. (Hammack Obj. at 3). First, a fee award based on percentage-of-  
17 the-fund looks to the value of the Settlement as a whole – monies made available to  
18 the Class, notice/administration costs, attorneys’ fees and the value of the injunctive  
19 relief. *See* Final Approval Brief, at 37-40 (citing, *inter alia*, *In re Ferrero Litig.*, 12-  
20 56469, 2014 WL 3465685, at \*1 (9th Cir. July 16, 2014) (court took into account  
21 injunctive relief valued at \$14 million in determining whether the settlement was  
22 reasonable); *Weeks v. Kellogg Co.*, No. 09-08102, 2013 WL 6531177, at \*7 (C.D. Cal.  
23 Nov. 23, 2013) (“post-settlement cost of providing notice to the class can reasonably  
24 be considered a benefit to the class”); *Lopez v. Youngblood*, No. CV-F-07-0474, 2011  
25 WL 10483569, at \*12 (E.D. Cal. Sept. 1, 2011) (amount of the fund takes into account  
26 attorneys’ fees and class administration costs)). When calculated properly, Settlement  
27  
28

1 Class Counsel's fee request is significantly less than 25% of the settlement value.<sup>8</sup>

2 Second, Settlement Class Counsel's fee request is also reasonable when  
 3 applying a lodestar cross-check. As set forth in Plaintiffs' Final Approval Brief (*see*  
 4 40-44 and Exs. 12-14), Settlement Class Counsel have a combined lodestar of  
 5 \$1,199,148.50 based on over 2,159 hours of work as of August 9, 2015. Thus, a fee  
 6 award of \$2,148,300 applies a 1.8 multiplier which is well within the range routinely  
 7 approved. *See* Final Approval Brief, at 41; *see also Poertner v. The Gillette Co., et*  
 8 *al.*, No. 14-13882 (11th Cir. July 16, 2015) (\$5.68 million in fees (applying a 1.56  
 9 multiplier) approved in a similar – but not as strong – settlement involving false  
 10 labeling of batteries where the parties agreed to \$3 per claim for 2 or 4 products  
 11 depending on proof of purchase, \$348,850 was paid out to claimants, a *cy pres* award  
 12 was made and the representations were discontinued during the litigation).<sup>9</sup>

13 Third, Objector Thompson's comparison of the fee request to the amount made  
 14 available to Settlement Class Members (Thompson Obj. at 4-5), fails to recognize that  
 15 the vast majority – if not all – Settlement Class Members who filed a claim will  
 16 recover 100% or more of the amount they paid for the Product(s). A reduction in  
 17 Settlement Class Counsel's fee is not required to make Settlement Class Members  
 18 whole – Settlement Class Members who have made non-proof claims, like Mr.  
 19 Thompson, are already receiving at least 100% of what they paid based on the average  
 20 purchase price of the Products and all Settlement Class Members with proof claims  
 21 will be getting more than 100%. Thus, it bears to reason that Settlement Class  
 22 \_\_\_\_\_

23 <sup>8</sup> \$2,148,300 requested fee ÷ (\$3.29 million to Class + \$920,485.25  
 24 notice/administrative + [REDACTED] + \$2,148,300 attorneys' fees + \$134,197.86 cost  
 reimbursement + [REDACTED] injunctive relief) = 9%

25 <sup>9</sup> Settlement Class Counsel's reported lodestar goes through August 9, 2015.  
 26 However, Settlement Class Counsel will continue to incur additional time in this case,  
 27 including for example, responding to the Objectors, preparing for and attending the  
 28 Fairness Hearing, and potentially litigating an appeal. The inclusion of these  
 additional attorneys' fees only serves to reduce the multiplier, making the fee award  
 even more reasonable.

1 Counsel should be reasonably compensated for this tremendous result that is directly  
2 due to their hard-fought, risk-laden efforts over four years.

3 Finally, Objector Thompson errs in claiming that Settlement Class Counsel are  
4 seeking reimbursement for costs of \$1.5 million. This is the amount Schiff agreed to  
5 pay for notice and claims administration costs. *See* Final Approval Brief, at Section E  
6 entitled “Expense of Class Notice and Administration.” Settlement Class Counsel are  
7 seeking reimbursement of \$134,197.86 in costs for a total award of \$2,282,497.86.  
8 *See* Final Approval Brief, at 44-45. And, there is no so-called “clear sailing”  
9 provision in the Settlement. (Thompson Obj. at 5).

#### 10 **VI. The Named Plaintiffs’ Service Awards Are Reasonable**

11 The service awards requested for Named Plaintiffs cumulatively totaling  
12 \$10,000 – not \$10,000 *each* as Objector Hammack contends (Hammack Obj. at 4) –  
13 are fair and reasonable. The amount requested is well within the range California  
14 district courts have found to be presumptively reasonable and have been routinely  
15 awarded in comparable cases. *See* Final Approval Brief, at 46-47. Indeed, Objector  
16 Hammack’s suggested \$2,790 award for each Named Plaintiff (Hammack Obj. at 5),  
17 is just shy of the \$10,000 requested.

#### 18 **VII. Objector Smallwood May Pursue Any Personal Injury Claim By Opting 19 Out of this Settlement**

20 Objector Smallwood claims that consumption of her *one* purchase of MoveFree  
21 “altered her life (to this day) in a very negative way” and she seeks recovery for  
22 doctor’s bills, as well as “mental frustration and anguish.” (Smallwood Obj. at 1).  
23 The Settlement does not provide compensation for personal injuries because, with the  
24 exception of the conditions disclosed on the product labels, the record indicates the  
25 Products are safe for consumption. *See* Supp. Preliminary Approval Motion, at 8. If  
26 Objector Smallwood desires to pursue a personal injury claim, Settlement Class  
27 Counsel consent to allowing her additional time to opt out of this Class.  
28

1 DATED: October 8, 2015

BONNETT, FAIRBOURN  
FRIEDMAN & BALINT, P.C.

3 s/ Patricia N. Syverson

4 Elaine A. Ryan (*Admitted pro hac vice*)  
5 Patricia N. Syverson (Bar No. 203111)  
6 2325 E. Camelback Road, Suite 300  
7 Phoenix, Arizona 85016  
8 eryl@bffb.com  
9 psyverson@bffb.com  
10 Tel: (602) 274-1100  
11 Fax: (602) 798-5860

12 Manfred P. Muecke (222893)  
13 600 W. Broadway, Suite 900  
14 San Diego, California 92101  
15 mmuecke@bffb.com  
16 Tel: (619) 756-7748  
17 Fax: (602) 274-1199

18 BOODELL & DOMANSKIS, LLC  
19 Stewart M. Weltman (*Admitted pro hac vice*)  
20 Max A Stein (*Admitted pro hac vice*)  
21 353 North Clark Street, Suite 1800  
22 Chicago, IL 60654  
23 sweltman@boodlaw.com  
24 mstein@boodlaw.com  
25 Telephone: (312) 938-1670

26 DENLEA & CARTON LLP  
27 Jeffrey I. Carton (*Admitted pro hac vice*)  
28 2 Westchester Park Drive, Suite 410  
White Plains, N.Y. 10604  
Telephone: (914) 331-0100

*Attorneys for Plaintiffs*

CERTIFICATE OF SERVICE

I hereby certify that on October 8, 2015, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Electronic mail notice list. I hereby certify that I have mailed the foregoing document via the United States Postal Service to the non-CM/ECF participants indicated on the Manual Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on October 8, 2015.

/s/Patricia N. Syverson  
Patricia N. Syverson (203111)  
BONNETT FAIRBOURN FRIEDMAN &  
BALINT  
2325 E Camelback Road, Ste. 300  
Phoenix, AZ 85016  
(602) 274-1100

# **EXHIBIT A**



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

LUIS LERMA, an Individual, and NICK  
PEARSON, and Individual, On Behalf of  
Themselves and All Others Similarly Situated,

Plaintiffs,

v.

SCHIFF NUTRITION INTERNATIONAL,  
INC., a Delaware Corporation, and SCHIFF  
NUTRITION GROUP, INC., a Utah  
Corporation

Defendants.

Case No. 3:11-cv-01056-CAB-MDD

**SUPPLEMENTAL DECLARATION OF  
ERIC ROBIN  
RE: NOTICE PROCEDURES**

I, **ERIC ROBIN**, declare:

1. I am a Senior Consultant at Kurtzman Carson Consultants LLC ("KCC"), located at 75 Rowland Way, Suite 250, Novato, California. I am over 21 years of age and am not a party to this action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto. This declaration supplements the declaration Gina M. Intrepido-Bowden executed on August 10, 2015 and is to provide the Court with updated information regarding the notice plan for and administration of the settlement in the above-captioned case.

2. KCC was retained by the parties and appointed by the Court to serve as the Settlement Administrator to, among other tasks, publish the Notice, Internet Banners and Press Release; to make the Full Notice, Claim Form and other documents available to Class Members; receive and process Claim Forms, Exclusions and Objections, and other Class Member inquiries; and to establish and maintain a settlement website and perform other duties as specified in the Second Amended Settlement Agreement preliminarily approved by this Court on April 27, 2015. Copies of the Full Notice and Claim Form are attached hereto as Exhibits A and B, respectively.

3. **CAFA Notification.** In compliance with the Class Action Fairness Act ("CAFA"), 28 U.S.C. Section 1715, KCC compiled a CD-ROM containing the following documents: original Class Action Complaint, First Amended Class Action Complaint, Answer of Defendant Schiff Nutrition

1 International, Inc. to Plaintiff Luis Lerma's First Amended Complaint, Second Amended Class Action  
2 Complaint, Answer of Defendants Schiff Nutrition International, Inc. And Schiff Nutrition Group, Inc.  
3 to Plaintiff Luis Lerma's Second Amended Complaint, Third Amended Class Action Complaint,  
4 Answer of Defendants Schiff Nutrition International, Inc. and Schiff Nutrition Group, Inc. to Third  
5 Amended Complaint, Long Form Notice, Publication Notice, Internet Banner Ad Notices, Settlement  
6 Agreement and General Release, and a cover letter (collectively, the "CAFA Notice Packet"). A copy of  
7 the cover letter is attached hereto as Exhibit C.

8 4. On April 3, 2014, KCC caused sixty (60) CAFA Notice Packets to be mailed via Priority  
9 Mail from the U.S. Post Office in Novato, California to the parties listed on Exhibit D, i.e., the U.S.  
10 Attorney General, the Attorneys General of each of the 50 States and the District of Columbia, the  
11 Attorneys General to the 5 U.S. Territories, as well as parties of interest to this Action.

12 5. On or before September 24, 2014, KCC compiled a Supplemental CAFA CD-ROM  
13 containing the following documents: Amended Settlement Agreement and General Release (including  
14 all exhibits thereto) Published Summary, Long Form Notice, which accompanied a Supplemental CAFA  
15 cover letter (collectively, the "Supplemental CAFA Notice Packet"). A copy of the Supplemental  
16 CAFA cover letter is attached hereto as Exhibit E.

17 6. On September 24, 2014, KCC caused sixty (60) Supplemental CAFA Notice Packets to  
18 be mailed via Priority Mail from the U.S. Post Office in Novato, California to the parties listed on  
19 Exhibit F, i.e., the U.S. Attorney General, the Attorneys General of each of the 50 States and the District  
20 of Columbia, the Attorneys General to the 5 U.S. Territories, as well as parties of interest to this Action.

21 7. On October 31, 2014, Counsel was contacted by the Assistant Attorney General for  
22 Wisconsin requesting a copy of the original Class Action complaint. Counsel fulfilled this request on or  
23 before November 3, 2014.

24 8. On or before May 5, 2015, KCC compiled a Supplemental CAFA CD-ROM containing  
25 the following documents: Second Amended Settlement Agreement and General Release, Proposed  
26 Claim Form, Supplemental Declaration of Gina M. Intrepido-Bowden on Settlement Notice Program,  
27 Court Order dated April 29, 2015, setting a hearing on the Joint Motion Seeking Approval of Limited  
28 Modification to the Settlement Agreement, which accompanied a Second Supplemental CAFA cover

1 letter (collectively, the “Second Supplemental CAFA Notice Packet”). A copy of the Second  
 2 Supplemental CAFA cover letter is attached hereto as Exhibit G.

3 9. On May 5, 2015, KCC caused sixty-one (61) Second Supplemental CAFA Notice  
 4 Packets to be mailed via Priority Mail from the U.S. Post Office in Novato, California to the parties  
 5 listed on Exhibit H, i.e., the U.S. Attorney General, the Attorneys General of each of the 50 States and  
 6 the District of Columbia, the Attorneys General to the 5 U.S. Territories, as well as parties of interest to  
 7 this Action.

8 10. On June 10, 2015, Counsel was contacted by the District of Columbia Office of the  
 9 Attorney General regarding requiring a password to access the documentation contained on the Second  
 10 Supplemental CAFA CD Rom. KCC provided the information to Counsel same day.

11 11. As of the date of this Affidavit, KCC has received no additional responses or requests to  
 12 any of the CAFA Notice Packet mailings from any of the recipients identified in paragraphs 4, 6 or 9  
 13 above.

14 12. **Published Notices, Internet Banners and Press Release.** KCC’s Legal Notification  
 15 Services Team has successfully implemented each element of the Court-approved Notice Plan, including  
 16 a schedule of paid notices in leading consumer magazines and on a variety of websites to reach the  
 17 Class. To fulfill the notice requirement of California’s Consumer Legal Remedies Act (“CLRA”), the  
 18 notice program also included four placements, once a week for four consecutive weeks in the *San Diego*  
 19 *Union Tribune*.

20 \\\

21 \\\

22 \\\

23 \\\

24 \\\

25 \\\

26 \\\

27 \\\

28 \\\

To establish a reach base, Notices were placed in leading consumer publications. Notices appeared on the dates and pages indicated below:

Publication	Issue date <sup>[1]</sup>	On-sale date <sup>[2]</sup>	Page
<i>Arthritis Today</i>	Sept/Oct 2015	August 18, 2015	42
<i>Cooking Light</i>	September 2015	August 14, 2015	74
<i>First For Women</i>	September 7, 2015	August 17, 2015	111
<i>Parade</i>	July 19, 2015	July 19, 2015	10
<i>People</i>	July 27, 2015	July 17, 2015	63
<i>Prevention</i>	September 2015	August 18, 2015	165
<i>Reader's Digest</i>	September 2015	August 11, 2015	133

13. The consumer publication effort alone reached approximately 53.9% of likely Class members. Copies of the publication notices as they appeared are attached as Exhibit I.

14. To extend reach further, 95 million unique internet banner impressions targeted to adults 35 years of age or older were purchased to appear on a variety of websites. A total of 95,067,592 unique impressions delivered from June 29, 2015 through August 2, 2015, resulting in an additional 67,592 unique impressions at no extra charge. The internet effort alone reached approximately 58.9% of likely Class members. Screenshots of the internet banner notices, as they appeared on various websites, are attached as Exhibit J.

15. Additionally, 412,300 internet impressions targeted to adults 35 years of age or older were purchased to appear on Google Search under keywords related to the settlement (e.g., arthritis relief, arthritis remedies, arthritis supplements, glucosamine, glucosamine supplement, glucosamine supplements, glucosamine tablets, joint pain settlement, joint pain supplements, joint settlement, joint supplements, schiff class action, schiff class action settlement, schiff glucosamine, schiff nutrition, schiff settlement, schiff vitamins, class action, class action lawsuit, class action lawsuits, class action settlement, class action cases, class action complaint, class action notice, class action refund, class action

<sup>[1]</sup> The date that appears on the cover of the publication.

<sup>[2]</sup> The date that the issue is first available to readers.

status, class action website, class actions, defendant class action, kcc class action, open class action). A total of 412,352 impressions delivered from June 29, 2015 through August 2, 2015, resulting in an additional 352 impressions at no extra charge. Screenshots of the Google search notices, as they appeared, are attached as Exhibit K.

To fulfill the CLRA notice requirement, four eighth-page notices (approximately 3.96" x 7") appeared once a week for four consecutive weeks within the classified section of the San Diego Union Tribune Metro Distribution. The Notice appeared on the dates and pages indicated below. Copies of the newspaper notices as they appeared are attached as Exhibit L.

Publication	Issue/On-sale date	Page
<i>San Diego Union Tribune</i>	June 29, 2015	F5
<i>San Diego Union Tribune</i>	July 6, 2015	F1
<i>San Diego Union Tribune</i>	July 13, 2015	F2
<i>San Diego Union Tribune</i>	July 20, 2015	F4

16. Combined, the media notice effort reached approximately 81.1% of likely Class members. Coverage was further enhanced by the CLRA notice placements and the internet paid search ads.

17. **Interactive Voice Response.** On June 25, 2015, KCC established an Interactive Voice Response (the "IVR") system to be established (877-219-9780) to provide information about the settlement and to record requests for Notice Packets. As of October 5 2015, 1,789 calls have been received by the IVR.

18. **Website.** On June 25, 2015, KCC also established a website ([www.schiffglucosaminesettlement.com](http://www.schiffglucosaminesettlement.com)) dedicated to this settlement to provide additional information to the Class Members and to answer frequently asked questions. Visitors to the website can download the (1) Class Notice; (2) Claim Form; (3) Preliminary Approval Order; (4) Order re: Joint Motion for Approval of Limited Modification to the Amended Settlement Agreement; and (5) Second Amended Settlement Agreement and General Release. Visitors can also submit claims online and opt out online. As of October 5, 2015, the website has received 58,134 visits.

1           19.     **Facebook.** On June 25, 2015, KCC cause a Facebook page to be established to provide  
2 information about the Settlement ([https://www.facebook.com/pages/Lerma-v-Schiff-Nutrition-  
3 International-Inc-Class-Action-Settlement/825053464255918?ref=bookmarks](https://www.facebook.com/pages/Lerma-v-Schiff-Nutrition-International-Inc-Class-Action-Settlement/825053464255918?ref=bookmarks)).

4           20.     **Requests for Exclusion.** The deadline for Class Members to request to be excluded from  
5 the class was a postmarked deadline of September 24, 2015. As of the date of this declaration, KCC has  
6 received 7 requests for exclusion. A list of the Class Members requesting to be excluded is attached  
7 hereto as Exhibit M.

8           21.     **Claim Forms.** As of the date of this declaration, 40,167 Claim Forms have been filed by  
9 Class Members. This includes 910 Claim Forms that contain proof of purchase, for a potential dollar  
10 value of \$31,170.00, and 38,426 Claim Forms that do not contain proof of purchase, for a potential  
11 dollar value of \$431,583.00. Not all of the Claim Forms received by KCC have been processed, so these  
12 counts are not 100% complete. In addition, there is some overlap between the two groups as Class  
13 Members can make claims for purchases with and without proof of purchase. The deadline to submit a  
14 Claim Form was September 24, 2015 and KCC will continue to process timely Claim Forms as they are  
15 received.

16           22.     **Claim Processing.** When KCC receives a Claim Form, data entry is completed to capture  
17 all relevant data. The data will be reviewed to determine the validity of each Claim Form. Once all of  
18 the Claim Forms have been received and processed, KCC will provide a list of Valid Claims as well as  
19 any claims that may have deficiencies to the parties. KCC will then confer with the parties regarding the  
20 best manner to address deficient claims, which generally involves sending a Notice of Deficient Claim  
21 Form to the Settlement Class Member, and allowing them a set period of time to cure their deficiency.  
22 Only if the deficiency is not cured, will a claim be denied. Once the validity of Claim Forms has been  
23 determined, KCC reviews all Claim Forms to ensure no duplicative Claim Forms are being paid. KCC  
24 looks at various combinations of name and address to determine if any duplicative Claim Forms were  
25 filed. Once all duplicative Claim Forms have been identified, KCC will conduct a final Claim Form  
26 validation at which time KCC will report to all parties the count of valid and invalid Claim Forms.

27           23.     From the commencement of our administrative work through the end of August 2015, a  
28 total of \$856,736.13 has been incurred in expenses and staff hours performed by KCC. There is still a



1 fair amount of administrative work remaining (i.e. claims processing, distribution, post distribution  
2 reporting, etc.). KCC estimates that its final cost of administration will be \$920,485.25.

3  
4 I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true  
5 and correct to the best of my knowledge and that this declaration was executed this 6<sup>th</sup> day of October  
6 2015 at Novato, California.

7  
8  
9 Eric Robin  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## **Exhibit A**

## UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

## If you bought certain joint health products containing glucosamine, you could get money from a class action settlement.

*Includes Move Free, Move Free Advanced, Pain Free, Lubriflex, Great American Nutrition, Metaform, Muscle Tribe, Victory, Schiff, Kirkland, Member's Mark and Spring Valley brand products*

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

- A Settlement has been proposed in a class action lawsuit against Schiff Nutrition International, Inc., Schiff Nutrition Group, Inc., Reckitt Benckiser LLC and their affiliates ("Schiff") about the labeling and packaging of certain joint health products they manufactured.
- If you are included in the Settlement, your rights will be affected and you may be able to get benefits from it.
- You can get \$3-10 for each qualifying joint health product you purchased depending on whether you are able to provide proof of purchase. Payments will generally range between \$3-50, but may vary depending on the total amount of the valid Claim Forms plus Notice and Administrative Costs, Attorneys' Fees Award and Incentive Awards.
- Your legal rights are affected whether or not you act. Please read this Notice carefully.

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<b>SUBMIT A CLAIM FORM</b> (by September 24, 2015)	Remain in the Settlement—get a payment from it.  Give up your right to be part of another lawsuit, arbitration or proceeding against Schiff for the same legal claims resolved by this Settlement.
<b>EXCLUDE YOURSELF</b> (by September 24, 2015)	Get <u>out</u> of the Settlement—keep right to be part of another lawsuit, arbitration or proceeding against Schiff for the same legal claims resolved by this Settlement.  Give up your right to get a payment now.
<b>OBJECT</b> (by September 24, 2015)	Remain in the Settlement—write to the Court about why you do not like it.  Give up your right to be part of another lawsuit, arbitration or proceeding against Schiff for the same legal claims resolved by this Settlement.
<b>GO TO THE FAIRNESS HEARING</b> (on October 30, 2015)	Remain in the Settlement—ask to speak to the Court about the fairness of it.  Give up your right to be part of another lawsuit, arbitration or proceeding against Schiff for the same legal claims resolved by this Settlement.
<b>DO NOTHING</b>	Remain in the Settlement.  Do not get a payment. Give up your right to be part of another lawsuit, arbitration or proceeding against Schiff for the same legal claims resolved by this Settlement.

- Your rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court in charge of this Settlement still has to decide whether to approve the Settlement.
- Payments will be made if the Court approves the Settlement and after any appeals are resolved.

**Questions? Call the Claims Administrator at 1-877-219-9780 or visit [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com).**

SCNNOT1

## BASIC INFORMATION

### 1. What is this Notice and why should I read it?

This Notice is to inform you of the proposed Settlement of two class action lawsuits and about all of your rights and options before the Court decides whether to approve it. This Notice describes the lawsuits, the proposed Settlement, your legal rights, what benefits are available and who can get them.

Judge Mitchell D. Dembin of the United States District Court for the Southern District of California is overseeing the proposed Settlement, *Lerma v. Schiff Nutrition International, Inc., et al.*, No. 3:11-cv-01056-CAB-MDD. The proposed Settlement will resolve all of the claims made in *Lerma v. Schiff Nutrition International, Inc., et al.*, No. 3:11-cv-01056-CAB-MDD (S.D. Cal.), and *Jayson v. Schiff Nutrition International, Inc., et al.*, No. 0:13-cv-60400-RSR (S.D. Fla.). The people who sued are called the Named Plaintiffs. The companies they sued, Schiff Nutrition International, Inc. and Schiff Nutrition Group, Inc. are called the Defendants or Schiff.

### 2. What is a class action?

In a class action, one or more people, called Named Plaintiffs or Class Representatives (in this case Luis Lerma, Nick Pearson and Muriel Jayson), sue for all people who have similar claims. The people included in the Settlement of these class actions are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement.

### 3. What are the lawsuits about?

The lawsuits claim that the labeling and packaging of Move Free, Move Free Advanced, Pain Free, Lubriflex, Great American Nutrition, Metaform, Muscle Tribe, Victory, Schiff, Kirkland, Member's Mark and Spring Valley brand joint health products contain false, deceptive and misleading statements and do not warn consumers about their potentially harmful side effects.

Schiff denies each and every allegation of wrongdoing, liability and damages that was or could have been made in the lawsuits. Schiff denies the claims made in the lawsuits and denies that it has done anything wrong. Schiff stands by these joint health products, their labels and packaging, and their safety and efficacy.

### 4. Why is there a Settlement?

The Court did not decide in favor of either the Named Plaintiffs or Schiff. Instead, both sides have agreed to settle the lawsuits. Schiff is settling to avoid the substantial cost, inconvenience and disruption of litigation. The Named Plaintiffs and Settlement Class Counsel believe that the Settlement is in the best interests of the Settlement Class because it provides an appropriate recovery for Settlement Class Members now while avoiding the substantial risk, expense and delay of pursuing the case through trial and any additional appeals.

### 5. How do I know if I am included in the Settlement Class?

The Settlement Class includes all residents of the United States who purchased for personal use, and not resale or distribution, one of the following "Covered Products" between January 1, 2005 and May 27, 2015.

Brand	Product	Dates Sold	Brand	Product	Dates Sold
Move Free	Move Free	2005-5/27/2015	Schiff	Schiff Glucosamine 1000 mg	2005-5/27/2015
Move Free	Move Free Apple Cinnamon Bar	2005-5/27/2015	Schiff	Schiff Glucosamine 1500 mg	2005-5/27/2015
Move Free	Move Free Chocolate Crunch Bar	2005-5/27/2015	Schiff	Schiff Glucosamine 2000 mg	2005-5/27/2015
Move Free	Move Free Bite Sized Chocolate Crunch Bar	2005-5/27/2015	Schiff	Schiff Glucosamine HCl 1500 mg	2005-5/27/2015
Move Free	Move Free Double Strength	2005-5/27/2015	Schiff	Schiff Glucosamine HCl 2000 mg	2005-5/27/2015
Move Free	Move Free Gelcaps	2005-5/27/2015	Schiff	Schiff Glucosamine HCl 2000 mg with Joint Fluid	2005-5/27/2015
Move Free	Move Free Gummies	2005-5/27/2015	Schiff	Schiff Glucosamine Plus MSM	2005-5/27/2015

**Questions? Call the Claims Administrator at 1-877-219-9780 or visit [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com).**

Brand	Product	Dates Sold	Brand	Product	Dates Sold
Move Free	Move Free Lean	2005-5/27/2015	Schiff	Schiff Glucosamine HCl Plus MSM	2005-5/27/2015
Move Free	Move Free Maintains & Repairs	2005-5/27/2015	Schiff	Schiff Glucosamine HCl Plus MSM Shellfish Free & Vegetarian	2005-5/27/2015
Move Free	Move Free Nighttime	2005-5/27/2015	Schiff	Schiff Glucosamine HCl Plus Vitamin D	2005-5/27/2015
Move Free	Move Free Osteo Care	2005-5/27/2015	Schiff	Schiff Glucosamine HCl Plus Vitamin D with Joint Fluid	2005-5/27/2015
Move Free	Move Free One	2005-5/27/2015	Schiff	Schiff Glucosamine MSM Complex	2005-5/27/2015
Move Free	Move Free Plus Calcium	2005-5/27/2015	Schiff	Schiff Joint Care Plus	2005-5/27/2015
Move Free	Move Free Plus Collagen	2005-5/27/2015	Schiff	Schiff Joint Free Plus	2005-5/27/2015
Move Free	Move Free Plus Energy	2005-5/27/2015	Schiff	Schiff Joint Free Plus Collagen Glucosamine Chondroitin MSM	2005-5/27/2015
Move Free	Move Free Plus Gelatin	2005-5/27/2015	Schiff	Schiff Joint Free Plus Glucosamine	2005-5/27/2015
Move Free	Move Free Plus MSM	2005-5/27/2015	Schiff	Schiff Joint Free Plus MSM	2005-5/27/2015
Move Free	Move Free Plus SAME	2005-5/27/2015	Schiff	Schiff MSM 500	2005-5/27/2015
Move Free	Move Free Repair	2005-5/27/2015	Schiff	All Products containing Glucosamine, Chondroitin, Hyaluronic Acid, MSM, Vitamin D, and/or Uniflex (regardless of delivery form, e.g., tablet, capsule, gelcap, liquid, etc.)	2005-5/27/2015
Move Free	Move Free with Shark Cartilage	2005-5/27/2015	Lubriflex	Lubriflex <sup>3</sup>	2005-5/27/2015
Move Free	Move Free Triple Strength	2005-5/27/2015	Lubriflex	All Products containing Glucosamine, Chondroitin, Hyaluronic Acid, MSM, Vitamin D, and/or Uniflex (regardless of delivery form, e.g., tablet, capsule, gelcap, liquid, etc.)	2005-5/27/2015
Move Free	Move Free Ultra	2005-5/27/2015	Great American Nutrition	Move Free	2005-5/27/2015
Move Free	Move Free Ultra Omega	2005-5/27/2015	Great American Nutrition	Pain Free	2005-5/27/2015
Move Free	Move Free Ultra with Type II Collagen & Hyaluronic Acid	2005-5/27/2015	Great American Nutrition	All Products containing Glucosamine, Chondroitin, Hyaluronic Acid, MSM, Vitamin D, and/or Uniflex (regardless of delivery form, e.g., tablet, capsule, gelcap, liquid, etc.)	2005-5/27/2015
Move Free	Move Free Ultra with UC II & Hyaluronic Acid	2005-5/27/2015	Metaform	Pain Free	2005-5/27/2015



Brand	Product	Dates Sold	Brand	Product	Dates Sold
Move Free	All Products containing Glucosamine, Chondroitin, Hyaluronic Acid, MSM, Vitamin D, and/or Uniflex (regardless of delivery form, e.g., tablet, capsule, gelcap, liquid, etc.)	2005-5/27/2015	Metaform	Pain Free +	2005-5/27/2015
Move Free Advanced	Move Free Advanced	2005-5/27/2015	Metaform	All Products containing Glucosamine, Chondroitin, Hyaluronic Acid, MSM, Vitamin D, and/or Uniflex (regardless of delivery form, e.g., tablet, capsule, gelcap, liquid, etc.)	2005-5/27/2015
Move Free Advanced	Move Free Advanced 2 Per Day	2005-5/27/2015	Muscle Tribe	Pain Free Plus	2005-5/27/2015
Move Free Advanced	Move Free Advanced Plus MSM	2005-5/27/2015	Muscle Tribe	All Products containing Glucosamine, Chondroitin, Hyaluronic Acid, MSM, Vitamin D, and/or Uniflex (regardless of delivery form, e.g., tablet, capsule, gelcap, liquid, etc.)	2005-5/27/2015
Move Free Advanced	Move Free Advanced Plus MSM & Vitamin D	2005-5/27/2015	Victory	Glucosamine	2005-5/27/2015
Move Free Advanced	Move Free Advanced Triple Strength	2005-5/27/2015	Victory	All Products containing Glucosamine, Chondroitin, Hyaluronic Acid, MSM, Vitamin D, and/or Uniflex (regardless of delivery form, e.g., tablet, capsule, gelcap, liquid, etc.)	2005-5/27/2015
Move Free Advanced	Move Free Advanced Triple Strength Plus MSM & Vitamin D	2005-5/27/2015	Kirkland	Kirkland Signature Clinical Strength Glucosamine 1500 mg Chondroitin 1200 mg	2010-5/27/2015 Only sold in: AK, CA, HI, ID, MT, NV, OR, UT, WA
Move Free Advanced	All Products containing Glucosamine, Chondroitin, Hyaluronic Acid, MSM, Vitamin D, and/or Uniflex (regardless of delivery form, e.g., tablet, capsule, gelcap, liquid, etc.)	2005-5/27/2015	Kirkland	Kirkland Signature Extra Strength Glucosamine HCl 1500 mg Chondroitin Sulfate 1200 mg	2010-5/27/2015 Only sold in: AK, CA, HI, ID, MT, NV, OR, UT, WA
Pain Free	Pain Free	2005-5/27/2015	Kirkland	Kirkland Signature Extra Strength Glucosamine HCl 1500 mg with MSM 1500 mg	2008-5/27/2015 Only sold in: AK, AZ, CA, CO, HI, ID, MT, NM NV, OR, UT, WA
Pain Free	Pain Free Extra Strength	2005-5/27/2015	Member's Mark	Member's Mark Glucosamine HCl	2008-2011
Pain Free	Pain Free Glucosamine Chondroitin Sulfate Complex	2005-5/27/2015	Member's Mark	Member's Mark Glucosamine HCl + MSM	2008-2011
Pain Free	Pain Free Plus MSM	2005-5/27/2015	Member's Mark	Member's Mark Triple Strength Glucosamine Chondroitin	2009-2011



Brand	Product	Dates Sold	Brand	Product	Dates Sold
Pain Free	All Products containing Glucosamine, Chondroitin, Hyaluronic Acid, MSM, Vitamin D, and/or Uniflex (regardless of delivery form, e.g., tablet, capsule, gelcap, liquid, etc.)	2005-5/27/2015	Member's Mark	Member's Mark Triple Strength Glucosamine Chondroitin Complex	2005
Schiff	Schiff Chondroitin Sulfate 500 mg	2005-5/27/2015	Spring Valley	Spring Valley Double Strength Glucosamine Chondroitin	2005-2007
Schiff	Schiff Glucosamine Complex 500 mg	2005-5/27/2015	Spring Valley	Spring Valley Triple Strength Glucosamine Chondroitin	2005-2011
Schiff	Schiff Glucosamine Complex 1000 mg	2005-5/27/2015	Spring Valley	Spring Valley Triple Strength Glucosamine Chondroitin Plus MSM	2005-2010
Schiff	Schiff Glucosamine Complex 1 g Joint Builder	2005-5/27/2015	Spring Valley	Spring Valley Triple Strength Glucosamine Chondroitin Plus MSM & Vitamin D3	2010-2011

## THE SETTLEMENT BENEFITS

### 6. Are there exceptions to being included in the Settlement?

Yes, excluded from the Settlement Class are the following persons: (i) Schiff and its respective affiliates, employees, officers, directors, agents and representatives and their immediate family members; (ii) Settlement Class Counsel; and (iii) the judges who have presided over one of the lawsuits and their immediate family members.

### 7. What does the Settlement provide?

Schiff has agreed to a Settlement Fund of \$6,510,000 to pay all costs associated with this Settlement. Settlement Class Members who submit a timely and valid Claim Form will receive a payment that will generally range between \$3-50. Payments will vary based on the number of Covered Products purchased between January 1, 2005 and May 27, 2015 and whether proof of those purchases is provided. In addition, Schiff has agreed to modify the marketing and labeling for its Covered Products.

### 8. What can I get from the Settlement?

Settlement Class Members who submit a timely and valid Claim Form *with* proof of purchase, such as a cash register receipt, the box or bottles of a Covered Product containing a readable UPC code and lot number, or documentation showing purchase of the Covered Product and the date and location of that purchase, may claim \$10 per bottle of Covered Product for up to five bottles (a total of up to \$50). Settlement Class Members who submit a timely and valid Claim Form *without* proof of purchase may claim \$3 per bottle of a Covered Product for up to four bottles (a total of up to \$12). You may submit a claim for the Covered Products for which you have a proof of purchase and for those you do not. If the total dollar value of valid Claim Forms plus Notice and Administrative Costs, Attorneys' Fees Award and Incentive Awards exceeds \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form will be proportionally reduced until the total amount paid under the Settlement equals \$6,510,000.

### 9. Could I get more money than the amount provided on my Claim Form?

Yes. The amount of cash paid on a claim may be greater than the amount provided on the valid Claim Form depending on the total number and total dollar amount of valid Claim Forms received. For example: (a) if the total dollar value of valid Claim Forms plus Notice and Administrative Costs, Attorneys' Fees Award and Incentive Awards is less than \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form with proof of purchase will increase (up to triple the amount of the original claim); (b) if, after increasing these payments, the total payment amount is still less than \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form without proof of purchase will increase (up to double the amount of the original claim); and (c) if, after increasing the payment for all valid

claims, the total payment amount is still less than \$6,510,000, the balance will be distributed on a pro rata basis (divided proportionately among the number of Claim Forms submitted and the dollar amount of those claims) to all Settlement Class Members who submitted a timely and valid Claim Form.

#### **10. How do I get a payment?**

To make a claim and be eligible for a cash payment from the Settlement, you must complete and submit a Claim Form. Claim Forms must be completed in full, include proof of purchase to support your claim (if any), and be submitted online or mailed to the Settlement Administrator by **September 24, 2015**.

Claim Forms may be submitted online or downloaded at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com). Claim Forms are also available by writing to the Settlement Administrator at Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352 or by calling toll-free 1-877-219-9780.

The Court still has to decide whether to approve the Settlement. Cash payments will be made if the Court approves the Settlement and after any appeals are resolved.

#### **11. What am I giving up in exchange for the Settlement?**

Unless you exclude yourself, you are staying in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against the Released Persons for the legal issues and claims resolved by this Settlement. The specific rights you are giving up are called Released Claims (*see* Question 12).

#### **12. What are the Released Claims?**

"Released Claims" generally refers to any and all claims, whether known or unknown that could have been asserted by you in a lawsuit against any of the Released Persons (Schiff Nutrition International, Inc. and Schiff Nutrition Group, Inc., Reckitt Benckiser Pharmaceuticals, Inc., Reckitt Benckiser North America, LLC, Reckitt Benckiser LLC, any person or entity in the chain of distribution of the Covered Products, including but not limited to raw material suppliers such as Unigen, Inc. and VDF FutureCeuticals Inc., distributors and retailers such as Costco Wholesale Corporation, CVS Caremark Corporation, Publix Super Markets, Inc., Rite Aid Corporation, Safeway Inc., Sam's Club, Target Corporation, Wal-Mart Stores Inc., The Kroger Co., Meijer, Inc., and Walgreen Company, and any person or entity (and their affiliates) that manufactured or sold the Covered Products) arising from or relating to the false and deceptive representations and warranties and omitted material information about the Covered Products, as well as any personal injuries from having consumed the products.

The Released Claims are fully described in Section IX of the Second Amended Settlement Agreement and General Release, which is available at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com).

### **EXCLUDE YOURSELF, OBJECT OR DO NOTHING**

#### **13. What does it mean to Exclude Yourself from the Settlement?**

If you want to keep the right to sue or continue to sue Schiff about the legal claims in the lawsuits, and you don't want a payment from this Settlement, you must take steps to remove yourself from the Settlement Class. This is called excluding yourself or opting out of the Settlement.

#### **14. How do I get out of the Settlement?**

If you wish to be excluded from the Settlement Class, you must submit a request for exclusion to the Settlement Administrator online at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com) or by mail to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352, no later than **September 24, 2015**. Your request for exclusion must (1) be signed by you, (2) contain a statement that you want to be excluded from the Settlement Class, and (3) contain a statement that you are a member of the Settlement Class and have purchased one or more of the Covered Products. If you have any questions concerning these procedures, please contact the Settlement Administrator at 1-877-219-9780 or [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com).

You may opt out for yourself only and may not opt out on behalf of others.

**Questions? Call the Claims Administrator at 1-877-219-9780 or visit [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com).**

**15. If I exclude myself, will I still get a payment from this Settlement?**

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Settlement Class in this Settlement. You can only get a payment if you stay in the Settlement Class and submit a timely and valid Claim Form as described above. If you submit a request for exclusion and a Claim Form, your request for exclusion will be withdrawn.

**16. If I don't exclude myself, can I sue Schiff for the same things later?**

No. Unless you exclude yourself, you are giving up the right to sue the Defendants for the claims that this Settlement resolves. You must exclude yourself from *this* Settlement Class to start or continue with your own lawsuit or be part of any other lawsuit.

**17. How do I object or tell the Court if I don't like the Settlement?**

If you are a Settlement Class Member and you do not ask to be excluded, you may object to the terms of the Settlement, the Attorneys' Fee Award or the Incentive Award. The Court will consider your views before making a decision. To object, you must provide: (1) your name, address and telephone number and, if represented by an attorney, their name address and telephone number; (2) a signed declaration stating that you are a member of the Settlement Class and you purchased a Covered Product; (3) a statement of all objections to the Settlement; and (4) a statement of whether you intend to appear at the Fairness Hearing, either with or without your personal counsel, and if with counsel, their name. Your objection must be submitted to all three addresses below and be postmarked by **September 24, 2015**.

Clerk of the Court	Settlement Class Counsel	Schiff's Counsel
U.S. District Court for the Southern District of California Attn: Clerk of the Court 880 Front Street #4290 San Diego, California 92101	Elaine A. Ryan BONNETT, FAIRBOURN, FRIEDMAN & BALINT, P.C. 2325 East Camelback Road Suite 300 Phoenix, Arizona 85016	Mark S. Mester Kathleen P. Lally LATHAM & WATKINS LLP 330 North Wabash Avenue Suite 2800 Chicago, Illinois 60611

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

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class (do not exclude yourself). If you object, you can still file a Claim Form to receive a payment from the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you cannot object or receive a payment because the Settlement no longer affects you.

**19. What happens if I do nothing?**

If you do nothing you won't get a payment from this Settlement. If the Court approves the Settlement, you will be bound by its terms, and you will give up your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Schiff about the legal issues or claims resolved by this Settlement.

## THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

**20. Who represents the Settlement Class?**

For purposes of the Settlement, the Court has approved the appointment of the following as Settlement Class Counsel to work on behalf of 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  
BOODELL & DOMANSKIS, LLC  
353 North Clark Street, Suite 1800  
Chicago, Illinois 60654  
Telephone: (312) 938-1670

Jeffrey I. Carton  
Robert J. Berg  
DENLEA & CARTON LLP  
2 Westchester Park Drive  
Suite 410  
White Plains, NY 10604  
Telephone: (914) 331-0100

You will not be charged for the services of Settlement Class Counsel. If you want to be represented by your own lawyer, you may hire counsel at your own expense.

**Questions? Call the Claims Administrator at 1-877-219-9780 or visit [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com).**



**21. How will the lawyers be paid?**

Settlement Class Counsel has not been paid any attorneys' fees and they have not been reimbursed for any of their out-of-pocket expenses. As payment for their work in the lawsuits and in obtaining the Settlement, Settlement Class Counsel will ask the Court to approve a payment of Attorneys' Fee Award of up to 33% of the \$6,510,000 Settlement Fund as well as costs. They will also ask the Court to approve an Incentive Award of up to \$10,000 from the Settlement Fund to be paid to the Named Plaintiffs for the time and effort they contributed to the lawsuits and Settlement.

**22. When and where will the Court decide whether to give final approval to the Settlement?**

The Settlement has already been preliminarily approved by the Court. However, the Court will hold a hearing to decide whether to give final approval to the Settlement. You may attend and you may ask to speak at the hearing, but you don't have to.

The Fairness Hearing will be held before Judge Mitchell D. Dembin on **October 30, 2015 at 10:00 a.m.**, in Courtroom 1E at the Edward J. Schwartz Federal Courthouse, 221 W. Broadway, San Diego, California 92101. At the hearing, the Court will decide whether the proposed Settlement is fair, reasonable and adequate and decide whether to grant final approval to it. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing (*see* Question 23). The Court may also decide the amount of fees, costs and expenses to award Settlement Class Counsel and whether to approve the Incentive Award.

**23. Do I have to come to the Court's hearing?**

No. You do not need to attend the Fairness Hearing. Settlement Class Counsel will answer any questions the Court may have. If you file an objection to the Settlement, you don't have to come to Court to talk about it, unless the Court requires you to do so. As long as you filed and delivered your written objection on time, signed it and provided all of the required information (*see* Question 17) the Court will consider it. If you file an objection and the Court requires you or your attorney's attendance at the hearing, you or your attorney will be notified by the Court or Settlement Class Counsel. If you wish, you or your own counsel may attend the Fairness Hearing, at your own expense, but it is not required.

**24. May I speak at the Court's hearing?**

Yes. As long as you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file a written request with the Court saying that it is your "Notice of Intent to Appear at the Fairness Hearing" or have stated that you intend to appear in your objection. You must include your name, address, phone number, and signature. If you plan to have your own attorney speak for you at the hearing, you must also include the name, address and telephone number of the attorney who will appear. Your written request must be sent to the Settlement Administrator (address provided in Question 14) and the Clerk of the Court (address provided in Question 17) by **September 24, 2015**. The time, date and location of the hearing may be changed by the Court without additional notice. If you plan to attend the hearing, you should confirm its time, date and location on the Settlement Website, [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com).

**25. How can I get additional information?**

This Notice, the Settlement Agreement, and other documents related to this Settlement are posted on the Settlement Website, [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com), and are also available by contacting the Settlement Administrator at Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352 or 1-877-219-9780.

**Direct any inquiries to the Settlement Administrator.**

**Do not contact the Clerk of Court or the Judge except as directed in this Notice.**

## **Exhibit B**

Schiff Nutrition International  
Consumer Settlement Administration  
P.O. Box 43352  
Providence, RI 02940-3352

SCN

«Barcode»

Claim #: SCN-«ClaimID» «MailRec»

«First1» «Last1»

«co»

«Addr1» «Addr2»

«City», «ST» «Zip»

«Country»

Name/Address Changes (if any):

First Name

Last Name

Address

City

State

Zip

### CLAIM FORM

*Luis Lerma v. Schiff Nutrition International, Inc., et al., No. 3:11-cv-01056-CAB-MDD (S.D. Cal.)*

*Jayson v. Schiff Nutrition International, Inc., et al., No. 0:13-cv-60400-RSR (S.D. Fla.)*

Use this Claim Form if you are a resident of the United States and purchased for personal use, and not resale or distribution, a Move Free, Move Free Advanced, Pain Free, Lubriflex, Great American Nutrition, Metaform, Muscle Tribe, Victory, Schiff, Kirkland, Member's Mark or Spring Valley brand joint health product listed as a Covered Product on the settlement website [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com) between January 1, 2005 and May 27, 2015.

**YOU MUST SUBMIT YOUR CLAIM FORM NO LATER THAN SEPTEMBER 24, 2015 TO:**

**SCHIFF NUTRITION INTERNATIONAL CONSUMER  
SETTLEMENT ADMINISTRATION  
P.O. BOX 43352  
PROVIDENCE, RI 02940-3352**

#### A. PERSONAL INFORMATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Area Code Daytime Phone No. Area Code Evening Telephone No.

Email Address: \_\_\_\_\_

\*\* If you move or your name changes before you receive your payment, please send your new contact information to the Settlement Administrator at the address listed above.

#### B. SELECTION OF BENEFITS (Check All That Apply)

You may submit a claim to receive a Cash Award for Covered Products for which you *have* Adequate Proof of Purchase and for Covered Products for which you *do not* have Adequate Proof of Purchase by checking the appropriate boxes and completing the appropriate sections below. "Adequate Proof of Purchase" includes: (i) cash register receipts reflecting the purchase of a Covered Product; (ii) intact box or bottle for a Covered Product that displays a readable UPC code and a readable lot number; or (iii) similar documentation that identifies the Covered Product and date and location of purchase.



«ClaimID»

SCNPOC1





- ☐ I am making a claim based upon **Adequate Proof of Purchase**, which I have enclosed with this Claim Form (\$10 Per Bottle, Maximum of 5 Bottles per Household)

Mark the number of Adequate Proofs of Purchase you are enclosing:

- ☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5

- ☐ I am making a claim **without** Adequate Proof of Purchase (\$3 Per Bottle, Maximum of 4 Bottles per Household)

For each Covered Product *without* Adequate Proof of Purchase, please complete the table below:

1	Product Name:	Store Name:	Store Location (City/State):
2	Product Name:	Store Name:	Store Location (City/State):
3	Product Name:	Store Name:	Store Location (City/State):
4	Product Name:	Store Name:	Store Location (City/State):

### C. CERTIFICATION

I state under the penalty of perjury that:

- I am a resident of the United States;
- I purchased one or more of the Covered Products between January 1, 2005 and May 27, 2015;
- These Covered Products were not purchased for purposes of resale or distribution;
- I am not (i) an officer, director, employee, agent, representative, or attorney of Schiff or its respective affiliates; (ii) an immediate family member of someone in subparagraph (i); or (iii) a judge or an immediate family member of a judge assigned to *Luis Lerma v. Schiff Nutrition International, Inc., et al.*, No. 3:11-cv-01056 (S.D. Cal.) or *Jayson v. Schiff Nutrition International, Inc., et al.*, No. 0:13-cv-60400-RSR (S.D. Fla.);
- I have not requested exclusion from the Settlement, or, if I have requested exclusion from the Settlement, I acknowledge that the submission of this Claim Form rescinds my request for exclusion and reinstates me as a Settlement Class Member; and
- I have read this Claim Form and the foregoing statements made and information provided in this Claim Form, and the information, documentation or letters I may submit in support of my claim, are true, correct and complete to the best of my knowledge and belief.

Dated (mm/dd/yyyy): \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**THIS CLAIM FORM MUST BE POSTMARKED NO LATER THAN SEPTEMBER 24, 2015.**

**Please keep a copy of your completed Claim Form and any Adequate Proof of Purchase for your records.**

Mail your completed Claim Form to:  
**Schiff Nutrition International Consumer Settlement Administration**  
**P.O. Box 43352**  
**Providence, RI 02940-3352**

If you fail to provide all the requested information your claim may be denied and you will not receive a Cash Award from this Settlement.



## **Exhibit C**



75 Rowland Way  
Suite 250  
Novato, CA 94945

415-798-5900 PHONE  
415-892-7354 FAX  
kccllc.com

April 3, 2014

VIA PRIORITY MAIL

«First» «Last»  
«Company»  
«Address\_1»  
«Address\_2»  
«City», «State» «Zip»

Re: Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

Dear «First» «Last»:

LATHAM & WATKINS LLP represents Schiff Nutrition International, Inc. and Schiff Nutrition Group, Inc. ("Defendants") in a putative class action lawsuit entitled Luis Lerma and Nick Pearson, et al. v. Schiff Nutrition International, Inc. and Schiff Nutrition Group, Inc., Case No. 3:11-cv-01056-CAB-MDD (S.D. Cal. filed May 13, 2011). The lawsuit is pending before the Honorable Mitchell D. Dembin in the United States District Court for the Southern District of California. This letter is to advise you that Plaintiff filed a Motion for Preliminary Approval of Class Action Settlement in connection with this class action lawsuit on March 25, 2014.

**Case Name:** Lerma, et al. v. Schiff Nutrition International, Inc., et al.

**Case Number:** 3:11-cv-01056-CAB-MDD (S.D. Cal. filed May 13, 2011)

**Jurisdiction:** United States District Court,  
Southern District of California

**Date Settlement**

**Filed with Court:** March 25, 2014

Defendants deny any wrongdoing or liability whatsoever, but have decided to settle this action solely in order to eliminate the burden, expense, and uncertainties of further litigation. In compliance with 28 U.S.C. § 1715(b), the documents referenced below are included on the CD that is enclosed with this letter.

1. **28 U.S.C. § 1715(b)(1) – Complaint and Related Materials.** Copies of the following pleadings are included on the enclosed CD Rom: (a) Plaintiffs' original Class Action Complaint; (b) Plaintiffs' First Amended Class Action Complaint; (c) Answer of Defendant Schiff Nutrition International, Inc. to Plaintiff Luis



«First» «Last»

April 3, 2014

Page 2

Lerma's First Amended Complaint; (d) Plaintiffs' Second Amended Class Action Complaint; (e) Answer of Defendants Schiff Nutrition International, Inc. and Schiff Nutrition Group, Inc. to Plaintiff Luis Lerma's Second Amended Complaint; (f) Plaintiffs' Third Class Action Complaint; and (g) Answer of Defendant's Schiff Nutrition International, Inc. and Schiff Nutrition Group, Inc. to Third Amended Complaint.

2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing.** As of April 3, 2014, the Court has not yet scheduled a final fairness hearing in this matter.
3. **28 U.S.C. § 1715(b)(3) – Notification to Class Members.** Copies of the Long Form Notice, Publication Notice and Internet Banner Ad Notices are included on the enclosed CD Rom.
4. **28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement.** A copy of the Settlement Agreement and General Release (with all exhibits thereto) is included on the enclosed CD Rom.
5. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement.** As of April 3, 2014, no other settlement or agreement has been entered into by the parties in this action.
6. **28 U.S.C. § 1715(b)(6) – Final Judgment.** No Final Judgment has been reached as of April 3, 2014, nor have any Notices of Dismissal been granted at this time.
7. **28 U.S.C. § 1715(b)(7)(A)-(B) – Names of Class Members/Estimate of Class Members.** A complete list of names of class members and their states of residence is not available to Defendants. Pursuant to 28 U.S.C. § 1715(b)(7)(A), the names and current addresses of all the proposed settlement class members are unknown and this information will not be available to the parties until well after the Settlement is preliminarily approved and the Court authorizes dissemination of information about the Settlement through the Class Notice. Pursuant to 28 U.S.C. § 1715(b)(7)(B), it is estimated that approximately 50,000,000 affected products were sold, with an estimated class member size of 12,000,000. This case does not involve a fixed fund, and as such, recovery by class members in one state will not reduce the amount available to class members residing in another state.
8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** The proposed Settlement is still pending preliminary and final approval by the Court. As of April 3, 2014, there has been no written judicial opinions related to the settlement. A copy of the proposed order for preliminary approval is attached as



«First» «Last»

April 3, 2014

Page 3

Exhibit C to the Settlement Agreement and General Release and is included on the enclosed CD Rom.

If for any reason you believe the enclosed information does not fully comply with 28 U.S.C. § 1715, please contact Kathleen P. Lally of LATHAM & WATKINS LLP ([Kathleen.Lally@lw.com](mailto:Kathleen.Lally@lw.com)) immediately so that Defendants can address any concerns or questions you may have.

Thank you.

Sincerely,

/s/

Patrick M. Passarella  
Senior Vice President

Enclosure – CD Rom

## **Exhibit D**

Last	First	Company	Address 1	Address 2	City	State	Zip
Geraghty	Michael	Office of the Alaska Attorney General	P.O. Box 110300		Juneau	AK	99811-0300
Strange	Luther	Office of the Alabama Attorney General	501 Washington Avenue	PO Box 300152	Montgomery	AL	36130-0152
McDaniel	Dustin	Arkansas Attorney General Office	323 Center Street, Suite 200		Little Rock	AR	72201-2610
Horne	Tom	Office of the Arizona Attorney General	1275 W. Washington Street		Phoenix	AZ	85007
		CAFA Coordinator	Consumer Law Section	465 Golden Gate Ave., Suite 11000	San Francisco	CA	94102
Suthers	John	Office of the Colorado Attorney General	Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor	Denver	CO	80203
Lepson	George	State of Connecticut Attorney General's Office	55 Elm Street		Hartford	CT	6106
Nathani	Ivin	District of Columbia Attorney General	441 4th Street, NW, Suite 1100S		Washington	DC	20001
Holder, Jr.	Eric H.	Attorney General of the United States	United States Department of Justice	950 Pennsylvania Avenue, NW	Washington	DC	20530-0001
Biden III	Joseph R.	Delaware Attorney General	Carvel State Office Building	820 N. French Street	Wilmington	DE	19801
Bondl	Pam	Office of the Attorney General of Florida	The Capitol, FL-01		Tallahassee	FL	32399-1050
Olans	Sam	Office of the Georgia Attorney General	40 Capitol Square, SW		Atlanta	GA	30334-1300
Louie	David	Office of the Hawaii Attorney General	425 Queen Street		Honolulu	HI	96813
Miller	Tom	Iowa Attorney General	Hoover State Office Building	1305 E. Walnut Street	Des Moines	IA	50319
Wasden	Lawrence	State of Idaho Attorney General's Office	Statehouse	700 W. Jefferson St.	Boise	ID	83720-0010
Madigan	Lisa	Illinois Attorney General	James R. Thompson Center	100 W. Randolph Street	Chicago	IL	60601
Zoeller	Greg	Indiana Attorney General's Office	Indiana Government Center South	302 West Washington Street, 5th Floor	Indianapolis	IN	46204
Schmidt	Derek	Kansas Attorney General	120 S.W. 10th Ave., 2nd Floor		Topeka	KS	66612-1597
Conway	Jack	Office of the Kentucky Attorney General	700 Capitol Ave	Capitol Building, Suite 118	Frankfort	KY	40601
Caldwell	James D.	Office of the Louisiana Attorney General	P.O. Box 94095		Baton Rouge	LA	70804-4095
Cookley	Martha	Office of the Attorney General of Massachusetts	1 Ashburton Place		Boston	MA	02108-1518
Gensler	Douglas F.	Office of the Maryland Attorney General	200 St. Paul Place		Baltimore	MD	21202-2202
Mills	Janet	Office of the Maine Attorney General	State House Station 6		Augusta	ME	04333
Schutte	Bill	Office of the Michigan Attorney General	P.O. Box 30212	525 W. Ottawa Street	Lansing	MI	48906-0212
Swanson	Lori	Minnesota Attorney General's Office	State Capitol, Suite 102	75 Rev Dr Martin Luther King Jr Boulevard	St. Paul	MN	55155
Koster	Chris	Missouri Attorney General's Office	Supreme Court Building	207 W. High Street	Jefferson City	MO	65101
Hood	Jim	Mississippi Attorney General's Office	Department of Justice	P.O. Box 220	Jackson	MS	39205
Fox	Tim	Office of the Montana Attorney General	Justice Bldg.	215 N. Sanders Street	Helena	MT	59620-1401
Cooper	Roy	Office of the North Carolina Attorney General	Department of Justice	P.O. Box 629	Raleigh	NC	27602-0629
Stenehjem	Wayne	State of North Dakota Office of the Attorney General	State Capitol	600 E. Boulevard Avenue	Bismarck	ND	58505-0040
Bruning	Jon	Office of the Nebraska Attorney General	State Capitol	P.O. Box 98920	Lincoln	NE	68509-8920
Delaney	Michael	New Hampshire Attorney General	State House Annex	33 Capitol Street	Concord	NH	03301-6397
Chieese	Jeffrey S.	Office of the New Jersey Attorney General	Richard J. Hughes Justice Complex	25 Market Street, P.O. Box 080	Trenton	NJ	08625
King	Gary	Office of the New Mexico Attorney General	P.O. Drawer 1508		Santa Fe	NM	87504-1508
Masto	Catherine Cortez	Nevada Attorney General	Old Supreme Ct. Bldg.	100 North Carson Street	Carson City	NV	89701
Schneiderman	Eric	Office of the New York Attorney General	Department of Law	The Capitol, 2nd Floor	Albany	NY	12224
Dawine	Mike	Ohio Attorney General	State Office Tower	30 E. Broad Street	Columbus	OH	43266-0410
Pruitt	Scott	Oklahoma Office of the Attorney General	313 NE 21st Street		Oklahoma City	OK	73105
Rosenblum	Ellan F.	Office of the Oregon Attorney General	Justice Building	1162 Court Street, NE	Salem	OR	97301
Kane	Kathleen	Pennsylvania Office of the Attorney General	1600 Strawberry Square		Harrisburg	PA	17120
Kilmartin	Peter	Rhode Island Office of the Attorney General	150 South Main Street		Providence	RI	02903
Wilson	Alan	South Carolina Attorney General	Rembert C. Dennis Office Bldg.	P.O. Box 11549	Columbia	SC	29211-1549
Jackley	Marty J.	South Dakota Office of the Attorney General	1302 East Highway 14, Suite 1		Pierre	SD	57501-8501
Cooper, Jr.	Robert E.	Tennessee Office of the Attorney General and Reporter	425 5th Avenue North		Nashville	TN	37243
Abbott	Greg	Attorney General of Texas	Capitol Station	P.O. Box 12548	Austin	TX	78711-2548
Swallow	John	Utah Office of the Attorney General	State Capitol, Room 236	305 N State St	Salt Lake City	UT	84114-0810
Cucinelli	Ken	Office of the Virginia Attorney General	900 East Main Street		Richmond	VA	23219
Sorrell	William H.	Office of the Attorney General of Vermont	106 State Street		Montpelier	VT	05609-1001
Ferguson	Bob	Washington State Office of the Attorney General	1125 Washington St SE	P.O. Box 40100	Olympia	WA	98504-0100
Van Hollen	J.S.	Office of the Wisconsin Attorney General	Wisconsin Department of Justice, State Capitol	East P.O. Box 7887	Madison	WI	53707-7887
Morrissey	Patrick	West Virginia Attorney General	State Capitol	1800 Kanawha Blvd E	Charleston	WV	25305
Phillips	Gregory	Office of the Wyoming Attorney General	State Capitol Bldg.	200 W 24th St	Cheyenne	WY	82002
Lulu	Aloa Leulumoega	American Samoa Attorney General	Exec. Ofc. Bldg. Utulei	Territory of American Samoa	Pago Pago	AS	96759
Rapadas	Lenny	The Attorney General of Guam	287 West O'Brien Drive		Hagatna	Guam	96910
San Nicolas	Joey Patrick	Office of the Northern Mariana Islands Attorney General	Administration Building	P.O. Box 10007	Saipan	MP	96950-8607
Belances	Luis Sanchez	Puerto Rico Attorney General	P.O. Box 902192		San Juan	PR	00902-0192
Frazier	Vincent	Virgin Islands Attorney General	Department of Justice	G.E.R.S. Complex 488-50C Kronprinsdens Gade	St. Thomas	VI	00802
Lally	Kathleen	Latham & Watkins LLP	233 South Wacker Drive	Suite 5800	Chicago	IL	60606
Passarella	Patrick	KCC - Class Action Services	75 Rowland Way	Suite 250	Novato	CA	94945
Cooper	Phil	KCC - Class Action Services	75 Rowland Way	Suite 251	Novato	CA	94945



## **Exhibit E**



75 Rowland Way  
Suite 250  
Novato, CA 94945

415-798-5900 PHONE  
415-892-7354 FAX  
kccllc.com

September 24, 2014

VIA USPS PRIORITY MAIL

«First» «Last»  
«Company»  
«Address\_1»  
«Address\_2»  
«City», «State» «Zip»

Re: Notice of Class Action Settlement

Dear «First» «Last»:

This letter supplements prior correspondence sent to you on or around April 3, 2014 with respect to the putative class action lawsuit entitled Luis Lerma and Nick Pearson, et al. v. Schiff Nutrition International, Inc. and Schiff Nutrition Group, Inc., Case No. 3:11-cv-01056-CAB-MDD (S.D. Cal. filed May 13, 2011). LATHAM & WATKINS LLP represents Schiff Nutrition International, Inc. and Schiff Nutrition Group, Inc. (“Defendants”) in that suit.

Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement in connection with this class action lawsuit on March 25, 2014; our prior correspondence attached certain materials relevant to the Court’s consideration of the parties’ proposed settlement. On July 10, 2014, the parties appeared before the Court to address the proposed settlement. Following that hearing, on September 15, 2014, Plaintiffs filed a Supplemental Memorandum in Support of Unopposed Motion for Preliminary Approval and Amended Settlement Agreement and General Release to address certain issues raised by the Court at the July 10, 2014 hearing. Specifically, the parties increased the amount of recovery offered to Settlement Class Members with Proof of Purchase as well as addressed certain minor and non-material inconsistencies between the settlement agreement and ancillary papers.

In further compliance with 28 U.S.C. § 1715(b), the following document(s) referenced below are included on the CD ROM that is enclosed with this letter:

1. **Amended Settlement Agreement and General Release (including all exhibits thereto);**
2. **Published Summary Notice; and**
3. **Long Form Notice.**

Please contact Kathleen P. Lally of LATHAM & WATKINS LLP ([Kathleen.Lally@lw.com](mailto:Kathleen.Lally@lw.com)) if you require any additional materials or need any further information concerning this matter.

Thank you.

Sincerely,

/s/

Patrick M. Passarella  
Senior Vice President

Enclosure – CD ROM

## **Exhibit F**

Last	First	Company	Address 1	Address 2	City	State	Zip
Geraghty	Michael	Office of the Alaska Attorney General	P.O. Box 110300		Juneau	AK	99811-0300
Strange	Luther	Office of the Alabama Attorney General	501 Washington Avenue	PO Box 300162	Montgomery	AL	36130-0162
McDaniel	Dustin	Arkansas Attorney General Office	323 Center Street, Suite 200		Little Rock	AR	72201-2810
Horne	Tom	Office of the Arizona Attorney General	1275 W. Washington Street		Phoenix	AZ	85007
	CAFA Coordinator	Office of the Attorney General	Consumer Law Section	455 Golden Gate Ave., Suite 11000	San Francisco	CA	94102
Suthers	John	Office of the Colorado Attorney General	Ralph L. Carr Colorado Judicial Center		Denver	CO	80203
Japsen	George	State of Connecticut Attorney General's Office	55 Elm Street		Hartford	CT	06106
Nathan	Irvin	District of Columbia Attorney General	441 4th Street, NW, Suite 1100S		Washington	DC	20001
Holder, Jr.	Eric H.	Attorney General of the United States	United States Department of Justice	950 Pennsylvania Avenue, NW	Washington	DC	20530-0001
Biden III	Joseph R.	Delaware Attorney General	Carvel State Office Building	820 N. French Street	Wilmington	DE	19801
Bondl	Pam	Office of the Attorney General of Florida	The Capitol, PL-01		Tallahassee	FL	32399-1050
Olsen	Sam	Office of the Georgia Attorney General	40 Capitol Square, SW		Atlanta	GA	30334-1300
Louie	David	Office of the Hawaii Attorney General	426 Queen Street		Honolulu	HI	96813
Miller	Tom	Iowa Attorney General	Hoover State Office Building	1305 E. Walnut Street	Des Moines	IA	50319
Wasden	Lawrence	State of Idaho Attorney General's Office	Statehouse	700 W. Jefferson St	Boise	ID	83720-0010
Madigan	Lisa	Illinois Attorney General	James R. Thompson Center	100 W. Randolph Street	Chicago	IL	60601
Zoeller	Greg	Indiana Attorney General's Office	Indiana Government Center South	302 West Washington Street, 5th Floor	Indianapolis	IN	46204
Schmidt	Derek	Kansas Attorney General	120 S.W. 10th Ave., 2nd Floor		Topeka	KS	66612-1697
Conway	Jack	Office of the Kentucky Attorney General	700 Capitol Ave	Capitol Building, Suite 118	Frankfort	KY	40601
Caldwell	James D.	Office of the Louisiana Attorney General	P.O. Box 94095		Baton Rouge	LA	70804-4095
Cookley	Martha	Office of the Attorney General of Massachusetts	1 Ashburton Place		Boston	MA	02108-1518
Gansler	Douglas F.	Office of the Maryland Attorney General	200 St. Paul Place		Baltimore	MD	21202-2202
Mills	Janet	Office of the Maine Attorney General	State House Station 6		Augusta	ME	04333
Schuettle	Bill	Office of the Michigan Attorney General	P.O. Box 30212	525 W. Ottawa Street	Lansing	MI	48906-0212
Lori Swanson	Attorney General	Attention: CAFA Coordinator	1400 Bremer Tower	445 Minnesota Street	St. Paul	MN	55101-2131
Koster	Chris	Missouri Attorney General's Office	Supreme Court Building	207 W. High Street	Jefferson City	MO	65101
Hood	Jim	Mississippi Attorney General's Office	Department of Justice	P.O. Box 220	Jackson	MS	39205
Fox	Tim	Office of the Montana Attorney General	Justice Bldg.	216 N. Sanders Street	Helena	MT	59620-1401
Cooper	Roy	Office of the North Carolina Attorney General	Department of Justice	P.O. Box 629	Raleigh	NC	27602-0629
Stenehjem	Wayne	North Dakota Office of the Attorney General	State Capitol	600 E. Boulevard Avenue	Bismarck	ND	58505-0040
Bruning	Jon	Office of the Nebraska Attorney General	State Capitol	P.O. Box 98920	Lincoln	NE	68509-8920
Delaney	Michael	New Hampshire Attorney General	State House Annex	33 Capitol Street	Concord	NH	03301-6367
Chiesa	Jeffrey S.	Office of the New Jersey Attorney General	Richard J. Hughes Justice Complex	25 Market Street, P.O. Box 080	Trenton	NJ	08625
Kling	Gary	Office of the New Mexico Attorney General	P.O. Drawer 1608		Santa Fe	NM	87504-1608
Misto	Catherine Cortez	Nevada Attorney General	Old Supreme Ct. Bldg.	100 North Carson Street	Carson City	NV	89701
Schneidman	Eric	Office of the New York Attorney General	Department of Law	The Capitol, 2nd Floor	Albany	NY	12244
Dawhe	Mike	Ohio Attorney General	State Office Tower	30 E. Broad Street	Columbus	OH	43266-0410
Phyllis	Scott	Oklahoma Office of the Attorney General	313 NE 21st Street		Oklahoma City	OK	73105
Rosenblum	Ellen F.	Office of the Oregon Attorney General	Justice Building	1162 Court Street, NE	Salem	OR	97301
Kane	Kathleen	Pennsylvania Office of the Attorney General	1600 Strawberry Square		Harrisburg	PA	17120
Kilmartin	Peter	Rhode Island Office of the Attorney General	150 South Main Street		Providence	RI	02903
Wilson	Alan	South Carolina Attorney General	Rembert C. Dennis Office Bldg.	P.O. Box 11549	Columbia	SC	29211-1549
Jackley	Marty J.	South Dakota Office of the Attorney General	1302 East Highway 14, Suite 1		Pierre	SD	57501-8501
Cooper, Jr.	Robert E.	Tennessee Attorney General and Reporter	425 5th Avenue North		Nashville	TN	37243
Abbott	Greg	Attorney General of Texas	Capitol Station	P.O. Box 12548	Austin	TX	78711-2548
Swallow	John	Utah Office of the Attorney General	State Capitol, Room 236	305 N State St	Salt Lake City	UT	84114-0810
Cucinelli	Ken	Office of the Virginia Attorney General	900 East Main Street		Richmond	VA	23219
Sorrell	William H.	Office of the Attorney General of Vermont	109 State Street		Montpelier	VT	05609-1001
Ferguson	Bob	Washington State Office of the Attorney General	1125 Washington St SE	P.O. Box 40100	Olympia	WA	98504-0100
Van Hollen	J.B.	Office of the Wisconsin Attorney General	Dept of Justice, State Capitol, RM 114	East P.O. Box 7857	Madison	WI	53707-7857
Morrisey	Patrick	West Virginia Attorney General	State Capitol	1930 Kanawha Blvd E	Charleston	WV	25305
Phillips	Gregory	Office of the Wyoming Attorney General	State Capitol Bldg.	200 W 24th St	Cheyenne	WY	82002
Lulu	Alfa Leulumoega	American Samoa Attorney General	Exec. Ofc. Bldg. Utulei	Territory of American Samoa	Pago Pago	AS	96799
Rapadas	Leonardo M	Attorney General Office	590 S. Marine Corps Drive	ITC Bldg, Suite 706	Tamuning	Guam	96913
San Nicolas	Joey Patrick	Northern Mariana Islands Attorney General	Administration Building	PO Box 10007	Saipan	MP	96950-9907
Miranda-Rodriguez	Cesar R.	Puerto Rico Attorney General	P.O. Box 902192		San Juan	PR	00902-0192
Frazer	Vincent	Department of Justice	Virgin Islands Attorney General	34-38 Kronprindsens Gade, GERS Bldg, 2nd Floor	St. Thomas	VI	00802
Lally	Kathleen	Latham & Watkins LLP	233 South Wacker Drive	Suite 5600	Chicago	IL	60606
Passarella	Patrick M.	KCC Class Action Services	75 Rowland Way	Suite 250	Novato	CA	94945
Cooper	Phil	KCC Class Action Services	75 Rowland Way	Suite 250	Novato	CA	94945

## **Exhibit G**



75 Rowland Way  
Suite 250  
Novato, CA 94945

415-798-5900 PHONE  
415-892-7354 FAX  
kccllc.com

May 5, 2015

VIA USPS PRIORITY MAIL

«First» «Last»  
«Company»  
«Address\_1»  
«Address\_2»  
«City», «State» «Zip»

Re: Notice of Class Action Settlement

Dear «First» «Last»:

This letter supplements prior correspondence sent to you on or around April 3, 2014 and September 24, 2014 with respect to the putative class action lawsuit entitled Luis Lerma and Nick Pearson, et al. v. Schiff Nutrition International, Inc. and Schiff Nutrition Group, Inc., Case No. 3:11-cv-01056-CAB-MDD (S.D. Cal. filed May 13, 2011). LATHAM & WATKINS LLP represents Schiff Nutrition International, Inc. and Schiff Nutrition Group, Inc. ("Defendants") in that suit.

Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement in connection with this class action lawsuit on March 25, 2014. On July 10, 2014, the parties appeared before the Court to address the proposed settlement. Following that hearing, on September 15, 2014, Plaintiffs filed a Supplemental Memorandum in Support of Unopposed Motion for Preliminary Approval and Amended Settlement Agreement and General Release to address certain issues raised by the Court at the July 10, 2014 hearing. Our prior correspondence attached materials relevant to these filings and the Court's consideration of the parties' proposed settlement.

On April 27, 2015, the parties filed a Joint Motion Seeking Approval of Limited Modification to the Amended Settlement Agreement and a Second Amended Settlement Agreement. The modifications were intended to address potential objections based upon the objections that had been seen in similar cases. Documentation regarding the Second Amended Settlement Agreement and General Release are included on the enclosed CD Rom.

In further compliance with 28 U.S.C. § 1715(b), the following documents are included on the CD ROM that is enclosed with this letter:

1. **Second Amended Settlement Agreement and General Release;**
2. **Proposed Claim Form;**
3. **Supplemental Declaration of Gina M. Intrepido-Bowden on Settlement Notice Program; and**





«First» «Last»

May 5, 2015

Page 2

**4. The Court's April 28, 2015 Order setting a hearing on the Joint Motion Seeking Approval of Limited Modification to the Settlement Agreement.**

Please contact Kathleen P. Lally of LATHAM & WATKINS LLP ([Kathleen.Lally@lw.com](mailto:Kathleen.Lally@lw.com)) if you require any additional materials or need any further information concerning this matter.

Thank you.

Sincerely,

/s/

Patrick M. Passarella  
Senior Vice President

Enclosure – CD ROM

## **Exhibit H**

Last	First	Company	Address 1	Address 2	City	State	Zip
Geraghty	Michael	Office of the Alaska Attorney General	P.O. Box 110300		Juneau	AK	99811-0300
Strange	Luther	Office of the Alabama Attorney General	501 Washington Avenue	PO Box 300152	Montgomery	AL	36130-0152
McDaniel	Dustin	Arkansas Attorney General Office	323 Center Street, Suite 200		Little Rock	AR	72201-2610
Horne	Tom	Office of the Arizona Attorney General	1275 W. Washington Street		Phoenix	AZ	85007
		CAFA Coordinator	Consumer Law Section	455 Golden Gate Ave., Suite 11000	San Francisco	CA	94102
Suthers	John	Office of the Colorado Attorney General	Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor	Denver	CO	80203
Jepsen	George	State of Connecticut Attorney General's Office	55 Elm Street		Hartford	CT	6108
Nathan	Irvin	District of Columbia Attorney General	441 4th Street, NW, Suite 1100S		Washington	DC	20001
Holder, Jr.	Eric H.	Attorney General of the United States	United States Department of Justice	950 Pennsylvania Avenue, NW	Washington	DC	20530-0001
Biden III	Joseph R.	Delaware Attorney General	Carvel State Office Building	820 N. French Street	Wilmington	DE	19801
Bondl	Pam	Office of the Attorney General of Florida	The Capitol, PL-01		Tallahassee	FL	32309-1050
Oiens	Sam	Office of the Georgia Attorney General	40 Capitol Square, SW		Atlanta	GA	30334-1300
Louie	David	Office of the Hawaii Attorney General	425 Queen Street		Honolulu	HI	96813
Miller	Tom	Iowa Attorney General	Hoover State Office Building	1305 E. Walnut Street	Des Moines	IA	50319
Wadsen	Lawrence	State of Idaho Attorney General's Office	Statehouse	700 W. Jefferson St	Boise	ID	83720-0010
Madigan	Lisa	Illinois Attorney General	James R. Thompson Center	100 W. Randolph Street	Chicago	IL	60601
Zoeller	Greg	Indiana Attorney General's Office	Indiana Government Center South	302 West Washington Street, 6th Floor	Indianapolis	IN	46204
Schmidt	Derek	Kansas Attorney General	120 S.W. 10th Ave., 2nd Floor		Topeka	KS	66612-1687
Conway	Jack	Office of the Kentucky Attorney General	700 Capitol Ave	Capitol Building, Suite 118	Frankfort	KY	40601
Caldwell	James D.	Office of the Louisiana Attorney General	P.O. Box 94095		Baton Rouge	LA	70804-0095
Cookley	Martina	Office of the Attorney General of Massachusetts	1 Ashburton Place		Boston	MA	02108-1616
Gansler	Douglas F.	Office of the Maryland Attorney General	200 St. Paul Place		Baltimore	MD	21202-2202
Mills	Janet	Office of the Maine Attorney General	State House Station 6		Augusta	ME	04333
Schuettle	Bill	Office of the Michigan Attorney General	P.O. Box 30212	525 W. Ottawa Street	Lansing	MI	48909-0212
Lori Swanson	Attorney General	Attention: CAFA Coordinator	1400 Bremer Tower	445 Minnesota Street	St. Paul	MN	55101-2131
Koster	Chris	Missouri Attorney General's Office	Supreme Court Building	207 W. High Street	Jefferson City	MO	65101
Hood	Jim	Mississippi Attorney General's Office	Department of Justice	P.O. Box 220	Jackson	MS	39205
Fox	Tim	Office of the Montana Attorney General	Justice Bldg.	215 N. Sanders Street	Helena	MT	59620-1401
Cooper	Roy	Office of the North Carolina Attorney General	Department of Justice	P.O. Box 629	Raleigh	NC	27602-0629
Steneham	Wayne	North Dakota Office of the Attorney General	State Capitol	600 E. Boulevard Avenue	Bismarck	ND	58505-0040
Bruning	Jon	Office of the Nebraska Attorney General	State Capitol	P.O. Box 98920	Lincoln	NE	68509-8920
Delaney	Michael	New Hampshire Attorney General	State House Annex	33 Capitol Street	Concord	NH	03301-6387
Chiesa	Jeffrey S.	Office of the New Jersey Attorney General	Richard J. Hughes Justice Complex	25 Market Street, P.O. Box 080	Trenton	NJ	08625
King	Gary	Office of the New Mexico Attorney General	P.O. Drawer 1508		Santa Fe	NM	87504-1508
Masto	Catherine Cortez	Nevada Attorney General	Old Supreme Ct. Bldg.	100 North Carson Street	Carson City	NV	89701
Schneiderman	Eric	Office of the New York Attorney General	Department of Law	The Capitol, 2nd Floor	Albany	NY	12224
Dewine	Mike	Ohio Attorney General	State Office Tower	30 E. Broad Street	Columbus	OH	43266-0410
Prull	Scott	Oklahoma Office of the Attorney General	313 NE 21st Street		Oklahoma City	OK	73105
Rosenblum	Ellen F.	Office of the Oregon Attorney General	Justice Building	1162 Court Street, NE	Salem	OR	97301
Kane	Kathleen	Pennsylvania Office of the Attorney General	1600 Strawberry Square		Harrisburg	PA	17120
Kilmartin	Peter	Rhode Island Office of the Attorney General	150 South Main Street		Providence	RI	02903
Wilson	Alan	South Carolina Attorney General	Rembert C. Dennis Office Bldg.	P.O. Box 11549	Columbia	SC	29211-1549
Jackley	Marty J.	South Dakota Office of the Attorney General	1302 East Highway 14, Suite 1		Pierre	SD	57501-8501
Cooper, Jr.	Robert E.	Tennessee Attorney General and Reporter	425 5th Avenue North		Nashville	TN	37243
Abbott	Greg	Attorney General of Texas	Capitol Station	P.O. Box 12548	Austin	TX	78711-2548
Swallow	John	Utah Office of the Attorney General	State Capitol, Room 236	306 N State St	Salt Lake City	UT	84114-0810
Cucinelli	Kon	Office of the Virginia Attorney General	600 East Main Street		Richmond	VA	23219
Sorrell	William H.	Office of the Attorney General of Vermont	109 State Street		Montpelier	VT	05609-1001
Ferguson	Bob	Washington State Office of the Attorney General	1125 Washington St SE	P.O. Box 40100	Olympia	WA	98504-0100
Van Hollen	J.B.	Office of the Wisconsin Attorney General	Dept of Justice, State Capitol, RM 114	East P.O. Box 7857	Madison	WI	53707-7857
Morrisey	Patrick	West Virginia Attorney General	State Capitol	1900 Kanawha Blvd E	Charleston	WV	25305
Phillips	Gregory	Office of the Wyoming Attorney General	State Capitol Bldg.	200 W 24th St	Cheyenne	WY	82002
Lutu	Afoa Leulumoega	American Samoa Attorney General	Exec. Ofc. Bldg. Utulei	Territory of American Samoa	Pago Pago	AS	96799
Rapadas	Leonardo M	Attorney General Office	590 S. Marine Corps Drive	ITC Bldg, Suite 706	Tamuning	Guam	96913
San Nicolas	Joey Patrick	Northern Mariana Islands Attorney General	Administration Building	PO Box 10007	Saipan	MP	96950-8907
Miranda-Rodriguez	Cesar R.	Puerto Rico Attorney General	P.O. Box 902182		San Juan	PR	00902-0182
Frazer	Vincent	Department of Justice	Virgin Islands Attorney General	34-38 Kronprindsens Gade, GERS Bldg, 2nd Floor	St. Thomas	VI	00802
Lally	Kathleen	Latham & Watkins LLP	233 South Wacker Drive	Suite 5800	Chicago	IL	60606
Passarella	Patrick M.	KCC Class Action Services	75 Rowland Way	Suite 250	Novato	CA	94945
Carameros	Jonathan D.	KCC Class Action Services	75 Rowland Way	Suite 250	Novato	CA	94945

## **Exhibit I**

## LEGAL NOTICE

## If you purchased the muscle relaxant Skelaxin or generic metaxalone, your rights may be affected by and you could get a payment from a class action settlement.

A settlement has been reached with Mutual Pharmaceutical Company, Inc. ("Mutual") in a class action lawsuit about whether Mutual and King Pharmaceuticals, Inc. ("King") acted unlawfully to keep generic versions of Skelaxin off the market. Mutual denies all of the claims in the lawsuit, but has agreed to the settlement to avoid the cost and risk of a trial. The lawsuit is not proceeding against King.

**Who's Included?** The settlement includes people and entities in the U.S. or its territories who purchased, paid for or reimbursed some or all of the purchase price of Skelaxin or its AB-rated generic equivalent (metaxalone) at retail or mail order pharmacies located in AZ, AR, CA, FL, IA, KS, ME, MA, MI, MN, MS, MO, NE, NV, NM, NY, NC, ND, OR, PA, RI, SC, SD, TN, VT, VA, WV, WI, or Washington, D.C., in any form, for personal or family use, or for their members, employees, insureds, participants, or beneficiaries, other than for resale, between November 4, 2003 and August 5, 2014 ("Settlement Class Members"). There are two groups included in the settlement: consumers and third party payors ("TPPs"). If you are a consumer and your insurance plan requires you to pay a flat co-payment (the same amount for Skelaxin and generic metaxalone), you are not included in the settlement.

**What Does the Settlement Provide?** A \$9 million Settlement Fund has been established by Mutual. After the deducting Plaintiffs' Class Counsel attorneys' fees and expenses and the costs of settlement notice and administration, 28% of the net Settlement Fund will be made available to consumers and 72% will be made available to TPPs. Payments will be based on the qualifying amount of Skelaxin or generic metaxalone purchased, the

amount paid for those purchases and the total amount of purchases claimed. Consumers will receive their share of the consumer portion of the net Settlement Fund in proportion to their qualifying purchases.

**How Do You Get a Payment?** You must submit a claim form by October 31, 2015. Claims may be submitted online or downloaded for mailing at [www.skelaxinsettlement.com](http://www.skelaxinsettlement.com). Claim forms and instructions are also available by calling 1-866-267-0396 or by writing to *In re: Skelaxin (Metaxalone) Antitrust Litigation*, PO Box 43278, Providence, Rhode Island 02940-3278. **Your Other Options.** If you are included in the settlement class and you do nothing you co nothing, your rights will be affected and you won't get a payment. If you don't want to be legally bound by the settlement, you must exclude yourself from it by September 28, 2015. Unless you exclude yourself, you won't be able to sue or continue to sue Mutual for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections and requests to appear are due by September 28, 2015. More information about these options is in the detailed notice available at [www.skelaxinsettlement.com](http://www.skelaxinsettlement.com).

The Court will hold a hearing in this case (*In re: Skelaxin (Metaxalone) Antitrust Litigation*, MDL No. 1:12-md-2343) on November 2, 2015 to consider whether to approve the settlement and Plaintiffs' Class Counsel attorneys' fees of up to 33 1/3% of the Settlement Fund, plus reasonable costs and expenses. If approved, these fees, costs and expenses will be paid from the Settlement Fund before making payments to Settlement Class Members.

1-866-267-0396

[www.skelaxinsettlement.com](http://www.skelaxinsettlement.com)

## LEGAL NOTICE

## If you bought certain joint health products containing glucosamine, you could get money from a class action settlement.

Includes Move Free, Move Free Advanced, Pain Free, LubriFlex, Great American Nutrition, Metaform, Muscle Tribe, Victory, Schiff, Kirkland, Member's Mark and Spring Valley brand products

A Settlement has been reached in class action lawsuit against Schiff Nutrition International, Inc., Schiff Nutrition Group, Inc., Schiff Nutrition LLC and their affiliates (Schiff) regarding their joint health products. The lawsuit claims that the labeling and packaging of these joint health products contain false, deceptive and misleading statements and do not warn consumers about the potentially harmful side effects. Schiff denies all of the claims in the lawsuit and any wrongdoing. The Court has not decided who is right. **WHO IS INCLUDED?** You are included in the Settlement Class if you are a resident of the United States who purchased for personal use, and not for resale or distribution, a Move Free, Move Free Advanced, Pain Free, LubriFlex, Great American Nutrition, Metaform, Muscle Tribe, Victory, Schiff, Kirkland, Member's Mark or Spring Valley brand joint health product between January 1, 2005 and May 31, 2015. A complete list of all joint health products included in the Settlement ("Covered Products") is available at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com) or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43355, Providence, RI 02940-3355.

**WHAT DOES THE SETTLEMENT PROVIDE?** Schiff has agreed to a Settlement Fund of \$6,510,000 to pay all costs associated with this Settlement. Settlement Class Members who submit a timely and valid Claim Form will receive a cash payment of \$10 per bottle of Covered Product for up to four bottles (up to \$40 total). If the total dollar value of valid Claim Forms plus Notice and Administrative Costs, Attorneys' Fees Awarded and Incentive Awards exceeds \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form will be proportionately reduced until the total amount paid under the Settlement equals \$6,510,000. If the total dollar value of valid Claim Forms plus Notice and Administrative Costs, Attorneys' Fees Awarded and Incentive Awards is less than \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form will increase (up to triple the amount of the original claim). If, after increasing these payments, the total dollar amount is still less than \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form without proof of purchase will increase (up to double the amount of the original claim). If, after increasing the payment for all valid claims, the

total payment amount is still less than \$6,510,000, the balance will be distributed on a pro rata basis (divided proportionately among the number of Claim Forms submitted and the dollar amount of those claims) to all Settlement Class Members who submitted a timely and valid Claim Form. In addition to payment, Schiff has agreed to certain changes to the marketing and packaging for the Covered Products.

**HOW DO YOU GET A PAYMENT?** You must submit a timely and valid Claim Form by September 24, 2015. Complete and submit your Claim Form online at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com), download a Claim Form from the website or get one by calling 1-877-219-9780, or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43355, Providence, RI 02940-3355. **YOUR OTHER OPTIONS?** If you do nothing, your rights will be affected and you will not get a settlement payment. If you do not want to be legally bound by the Settlement, you must exclude yourself from it. The deadline to exclude yourself is September 24, 2015. Unless you exclude yourself, you will not be able to sue or continue to sue Schiff for any claim resolved by this Settlement or referred in the Second Amended Settlement Agreement and General Release. To exclude yourself, you cannot get a payment from the Settlement. If you stay in the Settlement (i.e., don't exclude yourself), you may object to it by September 24, 2015. More information is in the detailed notice and Second Amended Settlement Agreement available at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com) or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43355, Providence, RI 02940-3355.

**THE COURT'S FAIRNESS HEARING.** The U.S. District Court for the Southern District of California, located at Edward J. Rinaldi Federal Courthouse, 121 W. Broadway, San Diego, California 92101 will hold a hearing in this case (*Levine v. Schiff Nutrition International, Inc., et al.*, No. 3:11-cv-01056-CAB-MDD), on October 20, 2015 at 10 a.m. to consider whether to approve: (1) the proposed Settlement; (2) Settlement Class Counsel's request for attorneys' fees of up to 33% of the \$6,510,000 Settlement Fund as well as costs and (3) a payment of up to \$10,000 from the Settlement Fund for the named Plaintiffs (Luis Lerma, Nick Pearson and Maribel Jarama). You may appear at the hearing or hire an attorney, at your expense, to appear or speak for you at the hearing, but you do not have to.

**WANT MORE INFORMATION?** Go to the website, call or write to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43355, Providence, RI 02940-3355.

[www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com)

1-877-219-9780

## Stand Up For Your Health

Too much sitting puts your health at risk—even if you exercise.

Before you settle in front of the TV or computer again, know this: Having a sedentary lifestyle—sitting too often for too long—raises the risk of a myriad of health problems, including diabetes, heart disease, stroke, cancer and early death—even if you exercise. That's a big deal, because we spend more than half our waking hours doing things that require little physical activity and low energy expenditure like sitting in front of a TV or computer screen for too long. And studies have shown that people with arthritis are already less active than the general population.

A recent meta-analysis found that sedentary people—even if they exercised regularly—were 90 percent more likely than their more active counterparts to develop type 2 diabetes, 18 percent



"EVEN SOMEONE WHO GOES TO THE GYM AFTER SITTING ALL DAY CAN'T OFFSET THE HARM OF EXCESS SITTING."

## 4 Easy Ways to Be Less Sedentary

- 1 Get up or move around for one to three minutes every half hour.
- 2 At work, hold "walk-and-talk" meetings, and stand during teleconferences.
- 3 While watching TV, get up and walk during commercial.
- 4 Pay attention to how long you sit, and decrease it a little each week.

more likely to die from cardiovascular disease or cancer, and 24 percent more likely to die from any cause. The results were published in the January 2015 *Annals of Internal Medicine*.

"It seems perplexing at first, but even someone who goes to the gym three times a week after sitting all day can't offset the harm of excess sitting," says James Levine, MD, professor of medicine at Mayo Clinic in Scottsdale, Ariz., and author of *Get Up! Why Your Chair is Killing You and What You Can Do About It* (Pulgrave Macmillan Trade, 2014).

As soon as you stand up after sitting for a while, your muscles and

cell systems respond better to chemicals critical for controlling blood sugar, cholesterol and blood pressure, says Dr. Levine.

Additionally, moving activates your limbic system, which "affects your emotional well-being and motivation," says Dr. Levine.

Even small movements like drying dishes or even fidgeting can help by burning calories and stepping up your metabolic rate, he says.

You still need to exercise at least 150 minutes a week. Physical activity doesn't erase the downside of couch surfing, but it does help mitigate the negative effects. —SHARREEN AREDIN

PUBLISHED BY THE ARTHRITIS FOUNDATION 43



## recipe makeover

### Flip the plate: Fill up on the power of plant protein.

#### VEGGIE-PACKED MEAT LOAF

Hands-on 40 min. Total 1 hr. 20 min.

A little meat goes a long way in this version of the classic—bringing that powerful pop of umami to this mostly plant-based take. You can double up and freeze one for later: Simply cover one loaf in plastic wrap before baking, pressing to remove air. Wrap with heavy-duty foil, and store in the freezer up to 2 months. Thaw completely in refrigerator before unwrapping and baking as directed.

- 3 large red bell peppers
- 8 ounces presliced crimini mushrooms
- 1 tablespoon olive oil
- 1 cup chopped red onion
- 4 garlic cloves, minced
- ¾ cup unsalted chickpeas (garbanzo beans), rinsed and drained

- ¾ cup frozen green peas, thawed
- ¼ cup chopped fresh basil, divided
- ¾ teaspoon kosher salt, divided
- ½ cup chopped walnuts, toasted
- ¼ cup uncooked bulgur
- 2 tablespoons 1% low-fat milk
- 2 teaspoons Dijon mustard
- ½ teaspoon freshly ground black pepper
- 8 ounces 90% lean ground beef
- 3 ounces grated Parmigiano-Reggiano cheese (about ¾ cup)
- 1 large egg, lightly beaten

Cooking spray

1 tablespoon balsamic vinegar

1. Preheat broiler to high.
2. Cut bell peppers in half lengthwise;

discard seeds and membranes. Place pepper halves, skin sides up, on a foil-lined baking sheet; flatten with hand. Broil 10 minutes or until blackened. Wrap peppers in foil, sealing edges. Let stand 10 minutes. Peel. Finely chop 2 pepper halves; place in a large bowl. Set aside remaining 4 pepper halves.

3. Reduce oven temperature to 375°.

4. Place mushrooms in a food processor; pulse 10 times or until finely chopped.

5. Heat a large skillet over medium-high heat. Add oil to pan; swirl to coat. Add onion; sauté 6 minutes or until tender. Add garlic; sauté 1 minute, stirring constantly. Add mushrooms; sauté 10 minutes or until liquid almost

evaporates, stirring occasionally. Cool 5 minutes. Add mushroom mixture to chopped bell peppers.

6. Place chickpeas and peas in food processor (do not clean from mushroom); pulse 10 times or until finely chopped. Add pea mixture to mushroom mixture. Add 2 tablespoons basil, ½ teaspoon salt, walnuts, and next 7 ingredients (through egg); gently mix until well combined. Spoon mixture into a 9 x 5-inch loaf pan coated with cooking spray. Bake at 375° for 40 minutes or until a thermometer registers 155°. Let stand 10 minutes. Cut loaf into 6 slices. Sprinkle with remaining 2 tablespoons basil.

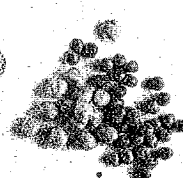
7. Combine remaining 4 bell pepper halves, vinegar, and remaining ½ teaspoon salt in a blender or food processor; process until smooth. Serve sauce with meat loaf.

SERVES 6 (serving size: 1 slice and about 2 ½ tablespoons sauce)  
CALORIES 330; FAT 18.4g (sat 5.3g, mono 5.8g, poly 5.6g);  
PROTEIN 24g; CARB 24g; FIBER 6g; CHOL 68mg; IRON  
3mg; SODIUM 562mg; CALC 223mg

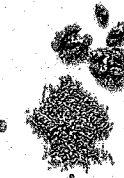
#### PACK THE PAN WITH PLANTS



**MIX IN MUSHROOMS**  
Classic meat loaf calls for 3 pounds of meat. That's a double portion of meat per slice. We slim down to ½ pound and add bulk with mushrooms. Per pound, they have just 100 calories, versus 964 per pound of ground meat.



**BULK UP WITH BEANS AND PEAS**  
Buttery chickpeas and creamy green peas replace some of the ground meat, adding 2g of filling fiber, 3g of plant protein, and only 45 nutrient-dense calories to each slice.



**TOSS IN SOME CRUNCH**  
Avoid the mush of classic meat loaf with nuts and whole grains. Bulgur replaces dry breadcrumbs, and walnuts add tasty crunch. Bonus: Together these add 2g fiber and 2g protein per slice.

## If you bought certain joint health products containing glucosamine, you could get money from a class action settlement.

Includes Move Free, Move Free Advanced, Pain Free, LubriFlex, Great American Nutrition, Metaform, Muscle Triba, Victory, Schiff, Kirkland, Member's Mark and Spring Valley brand products

A Settlement has been reached in class action lawsuits against Schiff Nutrition International, Inc., Schiff Nutrition Group, Inc., Bechtel Brand LLC and their affiliates (Schiff) regarding their joint health products. The lawsuits claim that the labeling and packaging of these joint health products contain false, deceptive and misleading statements and do not warn consumers about the potentially harmful side effects. Schiff denies all of the claims in the lawsuits and your wrongdoing. The Court has not decided who is right.

**WHO IS INCLUDED?** You are included in the Settlement Class if you are a resident of the United States who purchased for personal use, and not for resale or distribution, a Move Free, Move Free Advanced, Pain Free, LubriFlex, Great American Nutrition, Metaform, Muscle Triba, Victory, Schiff, Kirkland, Member's Mark or Spring Valley brand joint health product between January 1, 2005 and May 27, 2015. A complete list of all joint health products included in the Settlement ("Covered Products") is available at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com) or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352.

**WHAT DOES THE SETTLEMENT PROVIDE?** Schiff has agreed to a Settlement Fund of \$6,510,000 to pay all costs associated with this Settlement. Settlement Class Members who submit a timely and valid Claim Form with proof of purchase, such as a cash register receipt, the box or bottles of a Covered Product containing a readable UPC code and lot number, or documentation showing purchase of the Covered Product and the date and location of that purchase, may claim \$10 per bottle of Covered Product for up to five bottles (up to \$50 total). Settlement Class Members who submit a timely and valid Claim Form without proof of purchase may claim \$5 per bottle of a Covered Product for up to five bottles (up to \$25 total). If the total dollar value of valid Claim Forms plus Notice and Administrative Costs, Attorneys' Fees Award and Incentive Awards exceeds \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form will be proportionately reduced until the total amount paid under the Settlement equals \$6,510,000. If the total dollar value of valid Claim Forms plus Notice and Administrative Costs, Attorneys' Fees Award and Incentive Awards is less than \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form with proof of purchase will increase (up to triple the amount of the original claim). If, after increasing these payments, the total payment amount is still less than \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form without proof of purchase will increase (up to double the amount of the original claim).

If, after increasing the payment for all valid claims, the total payment amount is still less than \$6,510,000, the balance will be distributed on a pro rata basis (divided proportionately) among the number of Claim Forms submitted and the dollar amount of those claims) to all Settlement Class Members who submitted a timely and valid Claim Form. In addition to payments, Schiff has agreed to certain changes to the marketing and packaging for the Covered Products.

**HOW DO YOU GET A PAYMENT?** You must submit a timely and valid Claim Form by September 24, 2015. Complete and submit your Claim Form online at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com), download a Claim Form from the website or get one by calling 1-877-219-9780, or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352.

**YOUR OTHER OPTIONS?** If you do nothing, your rights will be affected and you will not get a settlement payment. If you do not want to be legally bound by the Settlement, you must exclude yourself from it. The deadline to exclude yourself is September 24, 2015. Unless you exclude yourself, you will not be able to sue or continue to sue Schiff for any claims resolved by this Settlement or released in the Second Amended Settlement Agreement and General Release. If you exclude yourself, you cannot get a payment from the Settlement. If you stay in the Settlement (i.e., don't exclude yourself), you may object to it by September 24, 2015. More information is in the detailed notice and Second Amended Settlement Agreement available at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com) or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352.

**THE COURT'S FAIRNESS HEARING.** The U.S. District Court for the Southern District of California, located at Edward J. Rios Federal Courthouse, 221 W. Broadway, San Diego, California 92101 will hold a hearing in this case (*Lerna v. Schiff Nutrition International, Inc., et al.*, No. 11-cv-01056-CAB-MDD), on October 30, 2015 at 10 a.m. to consider whether to approve: (1) the proposed Settlement; (2) Settlement Class Counsel's request for attorneys' fees of up to 33% of the \$6,510,000 Settlement Fund as well as costs; and (3) a payment of up to \$10,000 from the Settlement Fund for the Named Plaintiff(s) (Lerna, Nick Pearson and Muriel Joyson). You may appear at the hearing or hire an attorney, at your expense, to appear or speak for you at the hearing, but you do not have to.

**WANT MORE INFORMATION?** Go to the website, call or write to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352.

1-877-219-9780

[www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com)

## A Smile with Every Bite

Leave your home with a healthy and delicious snack. BelGioioso Fresh Mozzarella Snacking Cheese is the perfect break with only 70 calories. The fresh, milky flavor will give you a smile with every bite.

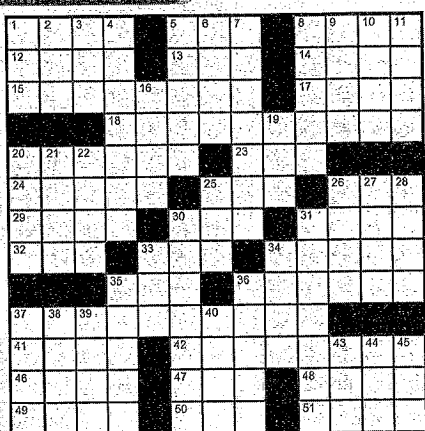
Recipes and more at [belgioioso.com](http://belgioioso.com)  
**100% Free!** Gluten Free | Vegetarian  
Our cheese products are made with 100% natural cheese and no artificial preservatives.

**BELGIOIOSO**  
Quality Never Stops



# relax & play

## Crossword



### ACROSS

- 1 "No way!"
- 5 Unorthodox
- 8 Temperance advocates
- 12 \_\_\_\_ colada
- 13 Architect I.M.
- 14 Chant with the cheerleaders
- 15 Director Marlin
- 17 Swenson of the screen
- 18 Thackeray's "novel without a hero"
- 20 Tibetans and Thais
- 23 Fuel up
- 24 Madrid mother
- 25 Jacket part
- 26 "I'm impressed!"
- 29 Propel into action
- 30 Air rifle ammo
- 31 Antenna type
- 32 Mine of *Rebel Without a Cause*
- 33 D.C. lobby group
- 34 *Good Times* actress Esther
- 35 Chew the fat
- 36 \_\_\_\_ *Talk* (Doris Day film)
- 37 2005 Queen Latifah comedy
- 41 Bar on a car
- 42 It's a shore thing
- 46 Health clubs
- 47 Gore and more
- 48 Noncommittal words
- 49 Emcee
- 50 \_\_\_\_ kwon do
- 51 Shade of panty hose

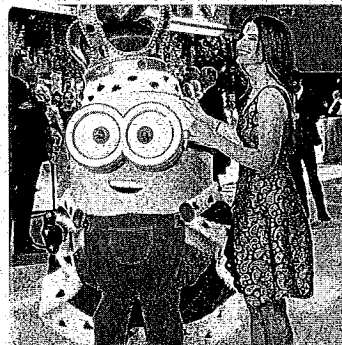
### DOWN

- 1 Delivery co.
- 2 Popular fruit drink
- 3 Game with "Reverse" cards
- 4 Goal of many valedictorians
- 5 Bets first
- 6 Lucy's love
- 7 Ones who practice birth control
- 8 Windblown snow pile
- 9 Columnist Barrett
- 10 Cartoon bear
- 11 Have top billing
- 16 Right in the head
- 19 Sweet potato
- 20 Dance-club speakers
- 21 Grammy-winning singer McLachlan
- 22 Carrie Underwood was one
- 25 TV network
- 26 Her's concern
- 27 Norse port
- 28 "What a relief!"
- 30 Played the nanny
- 31 Miami athlete
- 33 Butter portion
- 34 Mexican rivers
- 35 Hotel customer
- 36 Moon position
- 37 Wild celebration
- 38 Trade show, for short
- 39 Wistful word
- 40 Actress Ward
- 43 Big bird down under
- 44 Young chap
- 45 Soap ingredient

For solutions, turn to page 116.

110 | First for women | 9/7/15

## Spot the difference



There are six differences between the two photos above of *Minions* star Sandra Bullock (who does the voice for Scarlett Overkill) at the world premiere of the blockbuster movie in London. See if you can find them all!

### Legal Notice

## If you bought certain joint health products containing glucosamine, you could get money from a class action settlement.

Includes Move Free, Move Free Advanced, Pain Free, LubriFlex, Great American Nutrition, Metaform, Muscle Tribe, Victory, Schiff, Kirkland, Member's Mark and Spring Valley brand products

A Settlement has been reached in class action lawsuits against Schiff Nutrition International, Inc., Schiff Nutrition Group, Inc., Reskin Biotech LLC and their affiliates (Schiff) regarding their joint health products. The lawsuits claim that the labeling and packaging of these joint health products contain false, deceptive and misleading statements and do not warn consumers about the potentially harmful side effects. Schiff denies all of the claims in the lawsuits and any wrongdoing. The Court has not decided who is right.

**WHO IS INCLUDED?** You are included in the Settlement Class if you are a resident of the United States who purchased for personal use, and not for resale or distribution, a Move Free, Move Free Advanced, Pain Free, LubriFlex, Great American Nutrition, Metaform, Muscle Tribe, Victory, Schiff, Kirkland, Member's Mark or Spring Valley brand joint health product between January 1, 2003 and May 27, 2015. A complete list of all joint health products included in the Settlement ("Covered Products") is available at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com) or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352.

**WHAT DOES THE SETTLEMENT PROVIDE?** Schiff has agreed to a Settlement Fund of \$6,510,000 to pay all costs associated with this Settlement. Settlement Class Members who submit a timely and valid Claim Form with proof of purchase, such as a cash register receipt, the box or bottle of a Covered Product containing a readable UPC code and lot number, or documentation showing purchase of the Covered Product and the date and location of that purchase, may claim \$10 per bottle of Covered Product for up to five bottles (up to \$50 total). Settlement Class Members who submit a timely and valid Claim Form without proof of purchase may claim \$3 per bottle of a Covered Product for up to four bottles (up to \$12 total). If the total dollar value of valid Claim Forms plus Notice and Administrative Costs, Attorneys' Fees Award and Incentive Awards exceeds \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form will be proportionately reduced until the total amount paid under the Settlement equals \$6,510,000. If the total dollar value of valid Claim Forms plus Notice and Administrative Costs, Attorneys' Fees Award and Incentive Awards is less than \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form will increase (up to triple the amount of the original claim). If, after increasing these payments, the total payment amount is still less than \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form without proof of purchase will increase (up to double the amount of the original claim).

If, after increasing the payment for all valid claims, the total payment amount is still less than \$6,510,000, the balance will be distributed on a pro rata basis (divided proportionately among the number of Claim Forms submitted and the dollar amount of those claims) to all Settlement Class Members who submitted a timely and valid Claim Form. In addition to payments, Schiff has agreed to certain changes to the marketing and packaging for the Covered Products.

**HOW DO YOU GET A PAYMENT?** You must submit a timely and valid Claim Form by September 24, 2015. Complete and submit your Claim Form online at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com), download a Claim Form from the website or get one by calling 1-877-219-9780, or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352.

**YOUR OTHER OPTIONS?** If you do nothing, your rights will be affected and you will not get a settlement payment. If you do not want to be legally bound by the Settlement, you must exclude yourself from it. The deadline to exclude yourself is September 24, 2015. Unless you exclude yourself, you will not be able to sue or continue to sue Schiff for any claim covered by this Settlement or related to the Second Amended Settlement Agreement and General Release. If you exclude yourself, you cannot get a payment from the Settlement. If you stay in the Settlement (i.e., don't exclude yourself), you may object to it by September 24, 2015. More information is in the detailed notice and Second Amended Settlement Agreement available at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com) or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352.

**THE COURT'S FAIRNESS HEARING.** The U.S. District Court for the Southern District of California, located at Edward J. Schwartz Federal Courthouse, 221 W. Broadway, San Diego, California 92101 will hold a hearing in this case (*Lorena v. Schiff Nutrition International, Inc., et al.*, No. 1:11-cv-01056-CAB-MDD) on October 30, 2015 at 10 a.m. to consider whether to approve: (1) the proposed Settlement; (2) Settlement Class Counsel's request for attorneys' fees of up to 33% of the \$6,510,000 Settlement Fund as well as costs; and (3) a payment of up to \$10,000 from the Settlement Fund for the Named Plaintiffs (Lorena, Nick Forsman and Mariel Jayson). You may appear at the hearing or hire an attorney, at your expense, to appear or speak for you at the hearing, but you do not have to.

**WANT MORE INFORMATION?** Go to the website, call or write to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352.

1-877-219-9780

[www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com)

## LEGAL NOTICE

If you bought certain joint health products containing glucosamine, you could get money from a class action settlement.

Includes Move Free, Move Free Advanced, Pain Free, Lubriplex, Great American Nutrition, Mendora, Muscle Tite, Victory, Schiff, Kirkland, Member's Mark and Spring Valley brand products.

A Settlement has been reached in two action lawsuits against Schiff Nutrition International, Inc., Schiff Nutrition Group, Inc., Reach Nutrition LLC and its affiliates (Schiff) regarding their joint health products. The lawsuits claim that the labeling and packaging of these joint health products contain false, deceptive and misleading statements and do not warn consumers about the potentially harmful side effects. Schiff denies all of the claims in the lawsuits and any wrongdoing. The Court has not decided who is right.

WHO IS INCLUDED? You are included in the Settlement Class if you are a resident of the United States who purchased for personal use, and not for resale or distribution, a Move Free, Move Free Advanced, Pain Free, Lubriplex, Great American Nutrition, Mendora, Muscle Tite, Victory, Schiff, Kirkland, Member's Mark or Spring Valley brand joint health product between January 1, 2005 and May 23, 2012. A complete list of all joint health products included in the Settlement ("Covered Products") is available at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com) or by writing to Schiff Nutrition International, Consumer Settlement Administration, P.O. Box 43332, Providence, RI 02940-3332.

WHAT DOES THE SETTLEMENT PROVIDE? Schiff has agreed to a Settlement Fund of \$6,510,000 to pay all costs associated with this Settlement. Settlement Class Members who submit a timely and valid Claim Form with proof of purchase, such as a cash register receipt, the box or bottles of a Covered Product containing a readable UPC, code and lot number, or documentation showing purchase of the Covered Product and the date and location of that purchase, may claim \$10 per bottle of Covered Product for up to five bottles (up to \$50 total). Settlement Class Members who submit a timely and valid Claim Form without proof of purchase may claim \$3 per bottle of a Covered Product for up to five bottles (up to \$15 total). The total dollar value of valid Claim Forms submitted exceeds \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form will be proportionately reduced until the total amount paid under the Settlement equals \$6,510,000. If the total dollar value of valid Claim Forms plus Notice and Administrative Costs, Attorney's Fees Award and Incentive Awards is less than \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form with proof of purchase will increase (up to triple the amount of the original claim). If, after increasing these payments, the total payment amount is still less than \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form without proof of purchase will increase (up to double the amount of the original claim). If, after increasing the payment for all valid claims, the total payment amount is still less than \$6,510,000, the balance will be distributed on a pro rata basis (divided proportionately among the number of Claim Forms submitted and the dollar amount of those claims) to all Settlement Class Members who submitted a timely and valid Claim Form. In addition to payment, Schiff has agreed to certain changes to the labeling and packaging for the Covered Products.

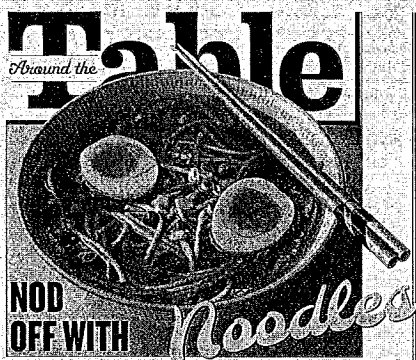
HOW DO YOU GET A PAYMENT? You must submit a timely and valid Claim Form by September 24, 2015. Complete and submit your Claim Form online at: [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com), download a Claim Form from the website or get by calling 1-877-219-9780, or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43332, Providence, RI 02940-3332.

YOUR OTHER OPTIONS? If you do nothing, your right will be affected and you will not get a settlement payment. If you do not want to be legally bound by the Settlement, you must exclude yourself from it. The deadline to exclude yourself is September 24, 2015. Unless you exclude yourself, you will not be able to sue or continue to sue Schiff for any claim resolved by this Settlement or released in the Stipulated Amended Settlement Agreement and General Release. If you exclude yourself, you cannot get a payment from the Settlement. If you stay in the Settlement class, (that is, exclude yourself), you will still be in by September 24, 2015. More information is in the detailed notice and Second Amended Settlement Agreement available at: [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com) or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43332, Providence, RI 02940-3332.

THE COURT'S FAIRNESS HEARING. The U.S. District Court for the Southern District of California, located at the Edward J. Schwartz Federal Courthouse, 221 W. Broadway, San Diego, California 92101, will hold a hearing in this case (Case No. 3:11-cv-01056-MDD) on October 30, 2015 at 10 a.m. to consider whether to approve: (1) the proposed Settlement; (2) Settlement Class Counsel's request for attorneys' fees of up to 33% of the \$6,510,000 Settlement Fund as well as costs; and (3) a payment of up to \$10,000 from the Settlement Fund for the named Plaintiff(s) (Luis Niek, Nick Pearson and Mural Jayson). You may appear at the hearing, but you do not have to.

WANT MORE INFORMATION? Go to the website, call or write to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43332, Providence, RI 02940-3332.

1-877-219-9780  
[www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com)



If you think of ramen as a cheap brick of dried noodles, you haven't enjoyed a soul-satisfying bowl of one of the hottest food trends around. These days, you can find ramen at Japanese-style noodle bars and even chain restaurants, and it's a popular late-night snack. Making ramen at home is relatively simple, and it just might help you sleep. The miso and egg are excellent sources of tryptophan (the snore-inducing ingredient in turkey), and the complex carbs in the noodles help your brain convert tryptophan to the hormones serotonin and melatonin, which help regulate sleep.

## Miso Broth Ramen

- 1 Tbsp canola oil
- 2 tsp grated fresh ginger
- 3 garlic cloves, minced
- 4 cups low-sodium vegetable broth
- 1 cup water
- 5 dried sliced shiitake mushrooms
- 3 Tbsp white miso
- 1 Tbsp soy sauce, plus more for garnish

- 1 lb thin whole-wheat spaghetti, broken in half
- 2 large carrots, cut in matchsticks
- 8 large mushrooms, thinly sliced
- 1/2 cup frozen peas, thawed
- 4 medium-cooked eggs, halved
- 2 thinly sliced green onions for garnish (green and light green part)
- Sriracha hot sauce (optional)

Make Ahead Tip  
The miso broth base can be kept in the fridge for up to a few days, simmer and add the vegetables and noodles whenever you crave a satisfying snack.

1. Heat oil in a large saucepan over medium heat. Add ginger and garlic; cook, stirring, for 1 minute. Slowly add broth and water; bring to a simmer. Add dried shiitake mushrooms; simmer 5 minutes. Whisk together miso and soy sauce. Gradually whisk into broth; simmer 2 minutes.
2. Cook noodles according to package directions. Drain and keep warm.
3. Add carrots and fresh mushrooms to broth; simmer 8 minutes or until vegetables soften slightly. Stir in peas. Ladle into 4 bowls. Divide noodles evenly among bowls. Top each serving with 2 egg halves. Garnish with the green onions, Sriracha and soy sauce, as desired. Serves 4.

10 | JULY 15, 2015

## Ask Marilyn

By Marilyn vos Savant

A friend from South America says more stars are visible from the southern hemisphere than from the northern one. I disagree. Aside from more lights in North America, which I realize may obscure our view from some locations, how can this be possible?

—M. L. Santa Fe, N.M.

More stars are indeed visible with the unaided eye from the southern hemisphere, but not because more stars exist in that direction of the universe. The reason is that the South Pole is oriented toward the center of the Milky Way, our own galaxy. It's easier to see those relatively nearby stars than stars that are farther away.

**Numbrix**  
Complete 1 to 81 so the numbers follow a horizontal or vertical path—no diagonals.

81	79	19	1	7
71				9
69				11
57				31
55	49	47	39	37

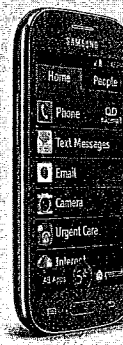
Send questions to [marilyn@parade.com](mailto:marilyn@parade.com)

JULY 12, 2015 | 11

Get 400 monthly minutes for the price of 200 with WE♥TALK.

jitterbug touch

The Jitterbug Touch smartphone is the easy and affordable way to call, text and email.



Simple meets smart with the Jitterbug® Touch3 smartphone from GreatCall®, the creators of the original, easy-to-use Jitterbug cell phone.

**EASY** Talk, text, email, download apps and browse the Internet with ease. Unlike other smartphones that are complicated with tiny icons and multiple screens, the Jitterbug Touch is easy to use right from the moment you turn it on. Everything you want to do, from texting to taking photos, is organized in a single list on one screen with large, legible letters. This simplified approach takes all the guesswork out of using a smartphone and puts everything right at your fingertips.

**SMART** Built by Samsung, the Touch has an ultra-modern look and has been specially designed with GreatCall's signature simplicity. The 4-inch display and full-size on-screen keyboard make typing effortless, while the built-in camera lets you capture and share photos anywhere. The Touch comes preloaded with GreatCall's award-winning health and safety apps, including 5Star® and Urgent Care, so you can get the help you need whenever, wherever you need it.

**AFFORDABLE** Other smartphones require excessive plans that make you pay for data you don't need. For as low as just \$29 per month, GreatCall provides a variety of data plans so you're able to add the one that works best for you. Compared to other cell phone companies, you could save over \$300 per year, making the Touch phone plans the most affordable on the market. And if you buy a Touch today, you'll get twice the minutes for life with WE♥TALK! Enjoy 400 monthly minutes for the price of 200 on our most popular plan.

Charge your Jitterbug Touch in the car. Call now and get a FREE Car Charger, a \$25 value! See [www.jitterbug.com](http://www.jitterbug.com) for details.

	MINUTES	DATA	TOTAL
PAY LESS THAN \$20/month!	As Low As \$14.99	As Low As \$2.49	Per Month \$17.48

To order or learn more, call **1-866-325-5141** or visit us at [greatcall.com](http://greatcall.com)

No contracts, no cancellation fees | Full on-screen keyboard, simplified typing | Dependable nationwide coverage | Built-in 8-megapixel camera | 100% U.S.-based customer service

Available at:

WE♥TALK offer valid on 400 minute plan and applies to new GreatCall customers only. Offer ends 8/31/15. Offer valid only plan is changed or canceled. 500 minutes calculation based on meter based lowest available monthly published fees. Plans and Services may require purchase of a GreatCall device and a one-time setup fee of \$95. Monthly fees do not include government taxes or assessment surcharges and are subject to change. Coverage is not available everywhere. 5Star or 5-1-1 calls can only be made when cellular service is available. 5Star Service will be able to track an approximate location when your device is turned on, but cannot guarantee an exact location. Samsung is a registered trademark of Samsung Electronics Co. Ltd. Copyright ©2015 Samsung Electronics America, Inc. Jitterbug, GreatCall and 5Star are registered trademarks of GreatCall, Inc. Copyright ©2015 GreatCall, Inc.



## Legal Notice

### If You Own or Owned Property That Contains High Zinc Content Brass Plumbing Products

#### You Could Benefit From a Class Action Lawsuit

There is a Settlement in a class action lawsuit filed against Uponor Inc., Wirsbo Company, and Uponor Wirsbo Inc. ("Uponor") and certain developers/builders, subcontractors, and distributors/suppliers ("Other Defendants"). The lawsuit claims that Uponor's high zinc content brass plumbing fittings and components are defective and prematurely corrode (or break down). Uponor and the Other Defendants deny these claims and that they did anything wrong.

#### Who Is Included in the Settlement?

Generally, you may be included in the Settlement if your home, non-residential property, or the common area of your home or property located in the United States, built in 2002 or later, contains Uponor brand fittings and plumbing components made of high zinc content brass ("Uponor Yellow Brass Fittings"). A separate settlement involving properties in Las Vegas, Nevada has been reached. (Get more info at the website below.)

#### What does the Settlement provide?

Eligible property owners can get benefits for certain property damage, such as leaks or flow problems. This includes reimbursement for past repairs and repairs that become necessary in the future. The Settlement will also pay (1) the costs of notice and administration, (2) special service awards to the Class Representatives, and (3) attorneys' fees and costs.

#### How can I get benefits?

Submit a Claim Form by mail. The timing to file a claim varies. However, if you previously had property damage, you need to file a claim within six months after the Settlement is approved. For future property damage, you will need to file a claim within six months after the damage occurs. The amount of any benefits you may receive will depend on the amount and type of included property that you own and the damage you have experienced and/or repairs or replacement needed. The claims period will run for five years from when the Settlement is approved. Additional details are in the Settlement Agreement available on the website.

#### What are my rights?

Even if you do nothing, you will be bound by the Court's decisions. If you want to keep your right to sue Uponor and/or the Other Defendants yourself, you must exclude yourself from the Settlement by August 19, 2015. You will give up the possibility of receiving Settlement benefits, but you will not be bound by the Court's orders. If you stay in the Settlement, you may object to it by August 19, 2015. Additional details on how to opt out or object are in the Settlement Agreement available on the website.

The Court will hold a hearing on September 8, 2015 to consider whether to approve the Settlement, a request for attorneys' fees and costs up to \$7.5 million, and special service payments of \$5,000 per home or homeowners' association to each of the Class Representatives. You or your own lawyer may appear and speak at the hearing at your own expense.

For More Information: 1-866-483-0374  
www.BrassFittingsClass.com



### PAUL'S BEST PARTS

#### Clueless (1995)

"As awkward, sweet college student Josh, Rudd was 'adorable.' Before there was a void for it. Opposite Alicia Silverstone's posy Cher, he became a generation's favorite dreamy, funny guy. 'Clueless was a game changer,' says Rudd. 'It's crazy. I fell in love with me.'"

#### The Object of My Affection (1998)

"Jennifer (Aniston) is somebody that I had known for years before Friends," says Rudd, who later had a recurring role in the hit sitcom. They were tied to team up for this comedy about a pregnant woman and her gay friend. "We had a conversation, like, 'Could you imagine at 21 you and I in a movie together playing these lead parts?'"



#### Anchorman: The Legend of Ron Burgundy (2004)

"My hair was already a little long, [and] I was able to grow a mustache and those sideburns pretty quickly," says Rudd of his look for the Will Ferrell comedy. After shooting ended, "I didn't shave my mustache off right away, and when I did, I looked so weird, I had too much face."



#### The 40-Year-Old Virgin (2005)

Ten years later, does Rudd admit that his character was just as nerdy as Steve Carell? "I was wearing a T-shirt with myself on it. I don't know why that doesn't sound dorky to me. The cracks, in real life, I don't really think of myself as that dorky. I mean, I have moments, and I take pride in those."

#### Role Models (2008)

Rudd did double duty on the raunchy comedy with Sean William Scott, cowriting the script and taking a lead role. "There's real gratification when you [write a film] and hear people quote it," he says. "Or you'll see a joke on a coffee mug or a T-shirt, and you'll think, 'Wow, it's actually landed in some very small way.' There's something very cool about that."



### If you bought certain joint health products containing glucosamine, you could get money from a class action settlement.

Includes Move Free, Move Free Advanced, Pain Free, Libryflex, Great American Nutrition, Metafarm, Musculo Triba, Motory, Schiff, Kirkland, Member's Mark and Spring Valley brand products

A Settlement has been reached in class action lawsuits against Schiff Nutrition International, Inc., Schiff Nutrition Group, Inc., Reddit Brachler LLC and their affiliates (Schiff) regarding their joint health products. The lawsuits claim that the labeling and packaging of these joint health products contain false, deceptive and misleading statements and do not warn consumers about the potentially harmful side effects. Schiff denies all of the claims in the lawsuits and any wrongdoing. The Court has not decided who is right, and the lawsuit is still ongoing. WHO IS INCLUDED? You are included in the Settlement Class if you are a resident of the United States who purchased for personal use, and not for resale or distribution, a Move Free, Move Free Advanced, Pain Free, Libryflex, Great American Nutrition, Metafarm, Musculo Triba, Victory, Schiff, Kirkland, Member's Mark or Spring Valley brand joint health product between January 1, 2005 and May 27, 2015. A complete list of all joint health products included in the Settlement ("Covered Products") is available at www.SchiffGlucosamineSettlement.com or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02904-3352. WHAT DOES THE SETTLEMENT PROVIDE? Schiff has agreed to a Settlement Fund of \$6,510,000 to pay all costs associated with this Settlement. Settlement Class Members who submit a timely and valid Claim Form with proof of purchase, such as a cash register receipt, the box or bottles of a Covered Product containing a readable UPC code and lot number, or documentation showing purchase of the Covered Product and the date and location of that purchase, may claim \$10 per bottle of Covered Product for up to five bottles (up to \$50 total). Settlement Class Members who submit a timely and valid Claim Form without proof of purchase may claim \$3 per bottle of a Covered Product for up to four bottles (up to \$12 total). If the total dollar value of valid Claim Forms plus Reimbursement Costs, Attorneys' Fees Award and Incentive Awards exceeds \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form will be proportionately reduced until the total amount paid under the Settlement equals \$6,510,000. If the total dollar value of valid Claim Forms plus Reimbursement Costs, Attorneys' Fees Award and Incentive Awards is less than \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form with proof of purchase will increase (up to triple the amount of the original claim). If, after increasing these payments, the total payment amount is still less than \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form without proof of purchase will increase (up to double the amount of the original claim). If, after increasing the payment for all valid claims, the total payment amount is still less than \$6,510,000, the balance will be distributed on a pro rata basis (divided proportionately among the number of Claim Forms submitted) and the dollar amount of these claims to all Settlement Class Members who submitted a timely and valid Claim Form. In addition to paying, Schiff has agreed to certain changes to the marketing and packaging for the Covered Products. HOW DO YOU GET A PAYMENT? You must submit a timely and valid Claim Form by September 24, 2015. Complete and submit your Claim Form online at www.SchiffGlucosamineSettlement.com, download a Claim Form from the website or get one by calling 1-877-219-9780, or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02904-3352. YOUR OTHER OPTIONS? If you do nothing, your rights will be affected and you will not get a settlement payment. If you do not want to be legally bound by the Settlement, you must exclude yourself from it. The deadline to exclude yourself is September 24, 2015. Unless you exclude yourself, you will not be able to sue or continue to sue Schiff for any claims resolved by this Settlement or released in the Second Amended Settlement Agreement and General Release. If you exclude yourself, you cannot get a payment from the Settlement. If you stay in the Settlement (i.e., don't exclude yourself), you may object to it by September 24, 2015. More information is in the detailed notice and Second Amended Settlement Agreement available at www.SchiffGlucosamineSettlement.com or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02904-3352. THE COURT'S FAIRNESS HEARING. The U.S. District Court for the Southern District of California, located at Edward J. Schwartz Federal Courthouse, 221 W. Broadway, San Diego, California 92101 will hold a hearing in this case (Case No. 3:11-cv-01056-CAP-MDD) on October 30, 2015 at 10 a.m. to consider whether to approve: (1) the proposed Settlement; (2) Settlement Class Counsel's request for attorneys' fees of up to 33% of the \$6,510,000 Settlement Fund as well as costs; and (3) a payment of up to \$10,000 from the Settlement Fund for the Named Plaintiffs (Luis Lerner, Nick Pearson and Mueli Joyon). You may appear at the hearing, or hire an attorney, at your expense, to appear or speak for you at the hearing, but you do not have to. WANT MORE INFORMATION? Go to the website, call or write to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02904-3352.

1-877-219-9780

www.SchiffGlucosamineSettlement.com

Answers • Dr. Andrew Weil | The Integrative MD

## Is Bikram yoga safe after 40?

**B**ikram classes are held at 105°F and nearly 40% humidity, which founder Bikram Choudhury maintains is necessary for more elastic muscles. However, exercising in high heat can be stressful on the body at any age—even for those who are very fit. My reservations are reinforced by a recent small study in which core temperature exceeded 103°F in more than 30% of regular Bikram-goers after a 90-minute class, raising heat exhaustion and heatstroke concerns.

Avoid Bikram yoga if you ever feel weak in high temperatures or have experienced heatstroke or dehydration in the past. If you have joint or blood pressure trouble, check with your doctor first. Choose something gentler like viniyoga or integral yoga if you are pregnant or have heart disease.

If you do go ahead with Bikram, drink plenty of water throughout and stop if you feel dizzy or light-headed or experience chest pain. And take breaks when you find the pace or poses too strenuous.

**ANDREW WEIL, MD**, is founder and director of the Arizona Center for Integrative Medicine and clinical professor of medicine at the University of Arizona.

Send your questions for Dr. Weil to [askdrweil@prevention.com](mailto:askdrweil@prevention.com).

164 SEPTEMBER 2015 • PREVENTION.COM



COURTESY OF WELL LIFESTYLE

### LEGAL NOTICE

## If you bought certain joint health products containing glucosamine, you could get money from a class action settlement.

*Includes Move Free, Move Free Advanced, Pain Free, Lubriflex, Great American Nutrition, Metaform, Muscle Tribe, Victory, Schiff, Kirkland, Member's Mark and Spring Valley brand products*

A Settlement has been reached in class action lawsuits against Schiff Nutrition International, Inc., Schiff Nutrition Group, Inc., Reckitt Benckiser LLC and their affiliates (Schiff) regarding their joint health products. The lawsuits claim that the labeling and packaging of these joint health products contain false, deceptive and misleading statements and do not warn consumers about the potentially harmful side effects. Schiff denies all of the claims in the lawsuits and any wrongdoing. The Court has not decided who is right.

**WHO IS INCLUDED?** You are included in the Settlement Class if you are a resident of the United States who purchased for personal use, and not for resale or distribution, a Move Free, Move Free Advanced, Pain Free, Lubriflex, Great American Nutrition, Metaform, Muscle Tribe, Victory, Schiff, Kirkland, Member's Mark or Spring Valley brand joint health product between January 1, 2005 and May 27, 2015. A complete list of all joint health products included in the Settlement ("Covered Products") is available at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com) or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352.

**WHAT DOES THE SETTLEMENT PROVIDE?** Schiff has agreed to a Settlement Fund of \$6,510,000 to pay all costs associated with this Settlement. Settlement Class Members who submit a timely and valid Claim Form with proof of purchase, such as a cash register receipt, the box or bottles of a Covered Product containing a readable UPC code and lot number, or documentation showing purchase of the Covered Product and the date and location of that purchase, may claim \$10 per bottle of Covered Product for up to five bottles (up to \$50 total). Settlement Class Members who submit a timely and valid Claim Form without proof of purchase may claim \$3 per bottle of a Covered Product for up to four bottles (up to \$12 total). If the total dollar value of valid Claim Forms plus Notice and Administrative Costs, Attorneys' Fees Award and Incentive Awards exceeds \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form will be proportionately reduced until the total amount paid under the Settlement equals \$6,510,000. If the total dollar value of valid Claim Forms plus Notice and Administrative Costs, Attorneys' Fees Award and Incentive Awards is less than \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form with proof of purchase will increase (up to triple the amount of the original claim). If, after increasing these payments, the total payment amount is still less than \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form without proof of purchase will increase (up to double the amount of the original claim). If, after increasing the payment for all valid claims, the total payment amount is still less than \$6,510,000, the balance will be distributed on a *pro rata* basis (divided proportionately among the number of Claim Forms submitted and the dollar amount of those claims) to all Settlement Class Members who submitted a timely and valid Claim Form. In addition to payments, Schiff has agreed to certain changes to the marketing and packaging for the Covered Products.

**HOW DO YOU GET A PAYMENT?** You must submit a timely and valid Claim Form by September 24, 2015. Complete and submit your Claim Form online at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com), download a Claim Form from the website or get one by calling 1-877-219-9780, or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352.

**YOUR OTHER OPTIONS?** If you do nothing, your rights will be affected and you will not get a settlement payment. If you do not want to be legally bound by the Settlement, you must exclude yourself from it. The deadline to exclude yourself is September 24, 2015. Unless you exclude yourself, you will not be able to sue or continue to sue Schiff for any claim resolved by this Settlement or released in the Second Amended Settlement Agreement and General Release. If you exclude yourself, you cannot get a payment from the Settlement. If you stay in the Settlement (*i.e.*, don't exclude yourself), you may object to it by September 24, 2015. More information is in the detailed notice and Second Amended Settlement Agreement and General Release available at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com) or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352.

**THE COURT'S FAIRNESS HEARING.** The U.S. District Court for the Southern District of California, located at the Edward J. Schwartz Federal Courthouse, 221 W. Broadway, San Diego, California 92101 will hold a hearing in this case (*Lerma v. Schiff Nutrition International, Inc., et al.*, No. 3:11-cv-01056-CAB-MDD), on October 30, 2015 at 10 a.m. to consider whether to approve: (1) the proposed Settlement; (2) Settlement Class Counsel's request for attorneys' fees of up to 33% of the \$6,510,000 Settlement Fund as well as costs; and (3) a payment of up to \$10,000 from the Settlement Fund for the Named Plaintiffs (Luis Lerma, Nick Pearson and Muriel Jayson). You may appear at the hearing or hire an attorney, at your expense, to appear or speak for you at the hearing, but you do not have to. **WANT MORE INFORMATION?** Go to the website, call or write to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352.

1-877-219-9780

[www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com)



## 13 THINGS A HANDYMAN WON'T TELL YOU

**5** Sometimes I still have to look up how to do something before I do a job (YouTube is the best!). A good handyman stays up to date on new products and trends and is always open to learning something.

**6** Houses don't take care of themselves. It's on you to inspect yours at least once a year: Do you need to caulk around your windows and doors? Do you have any rotted wood? Are any shingles loose? It's a lot less expensive to hire me to address those things than to replace them after years of neglected maintenance.

**7** If I'm any good, I really don't need to advertise, because I get plenty of work through word of mouth. When I started my business, I put a magnet on my truck with my phone number. After about six months, I had to take it off because I was getting too many calls.

**8** I may give you a different price than the one I gave someone else for the same job. Why? Some of us charge more when we're really busy. Or if I go into a house and it's positively filthy, I'll raise the price because I don't want to work there.


**9** Before you throw something out, ask whether I can repair it. I've fixed broken doors and window frames, furniture, toys, and even a

medical bed. One time, my neighbor put his lawn mower out on the curb and headed to the store for a new one. I rescued and fixed it before he got home with the replacement.

**10** On a budget? Ask if there is any way you can help out in exchange for a lower price. Even if you're not handy, I may reduce my rate on a big job if you can haul materials for me or if you are willing to clean up the work mess at the end of each day.

**11** If a handyman asks to be paid in cash, he probably doesn't have a business bank account, or he might not be claiming all his income on his taxes. If I don't have the integrity to pay my taxes, do you think I'll have the integrity to do good work when you're not looking?

**12** Sure, I would be happy to fix your sticky door or tighten that faucet now that I'm here. But don't act surprised when I charge you for it. We make a big part of our living from those "while you're here" jobs.

**13** Please. Do. Something. With. The. Dog. And I don't mean lock him in the bedroom, where he'll bark all day while you're gone. See if someone can keep him for the day. 

Sources: Dave Kasseb, owner of DK Handyman in West Chester, Pennsylvania; Dan Perry, a handyman in Reno, Nevada, who runs handymanstartups.com; Jason George, owner of Handyman Professionals in the Detroit, Michigan, area; Kevin Lind, owner of Lind's Handyman Service in Northport, Alabama

## LEGAL NOTICE

### If you bought certain joint health products containing glucosamine, you could get money from a class action settlement.

*Includes Move Free, Move Free Advanced, Pain Free, Lubriflex, Great American Nutrition, Metaform, Muscle Tribe, Victory, Schiff, Kirkland, Member's Mark and Spring Valley brand products*

A Settlement has been reached in class action lawsuits against Schiff Nutrition International, Inc., Schiff Nutrition Group, Inc., Reddit Benckiser LLC and their affiliates (Schiff) regarding their joint health products. The lawsuits claim that the labeling and packaging of these joint health products contain false, deceptive and misleading statements and do not warn consumers about the potentially harmful side effects. Schiff denies all of the claims in the lawsuits and any wrongdoing. The Court has not decided who is right.

**WHO IS INCLUDED?** You are included in the Settlement Class if you are a resident of the United States who purchased for personal use, and not for resale or distribution, a Move Free, Move Free Advanced, Pain Free, Lubriflex, Great American Nutrition, Metaform, Muscle Tribe, Victory, Schiff, Kirkland, Member's Mark or Spring Valley brand joint health product between January 1, 2005 and May 27, 2015. A complete list of all joint health products included in the Settlement ("Covered Products") is available at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com) or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352.

**WHAT DOES THE SETTLEMENT PROVIDE?** Schiff has agreed to a Settlement Fund of \$6,510,000 to pay all costs associated with this Settlement. Settlement Class Members who submit a timely and valid Claim Form with proof of purchase, such as a cash register receipt, the box or bottles of a Covered Product containing a readable UPC code and lot number, or documentation showing purchase of the Covered Product and the date and location of that purchase, may claim \$10 per bottle of Covered Product for up to five bottles (up to \$50 total). Settlement Class Members who submit a timely and valid Claim Form without proof of purchase may claim \$3 per bottle of a Covered Product for up to four bottles (up to \$12 total). If the total dollar value of valid Claim Forms plus Notice and Administrative Costs, Attorneys' Fees Award and Incentive Awards exceeds \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form will be proportionately reduced until the total amount paid under the Settlement equals \$6,510,000. If the total dollar value of valid Claim Forms plus Notice and Administrative Costs, Attorneys' Fees Award and Incentive Awards is less than \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form with proof of purchase will increase (up to triple the amount of the original claim). If, after increasing these payments, the total payment amount is still less than \$6,510,000, the payment to each Settlement Class Member who submitted a valid Claim Form without proof of purchase will increase (up to double the amount of the original claim). If, after increasing the payment for all valid claims, the total payment amount is still less than \$6,510,000, the balance will be distributed on a *pro rata* basis (divided proportionately among the number of Claim Forms submitted and the dollar amount of those claims) to all Settlement Class Members who submitted a timely and valid Claim Form. In addition to payments, Schiff has agreed to certain changes to the marketing and packaging for the Covered Products.

**HOW DO YOU GET A PAYMENT?** You must submit a timely and valid Claim Form by September 24, 2015. Complete and submit your Claim Form online at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com), download a Claim Form from the website or get one by calling 1-877-219-9780, or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352.

**YOUR OTHER OPTIONS?** If you do nothing, your rights will be affected and you will not get a settlement payment. If you do not want to be legally bound by the Settlement, you must exclude yourself from it. The deadline to exclude yourself is September 24, 2015. Unless you exclude yourself, you will not be able to sue or continue to sue Schiff for any claim resolved by this Settlement or released in the Second Amended Settlement Agreement and General Release. If you exclude yourself, you cannot get a payment from the Settlement. If you stay in the Settlement (i.e., don't exclude yourself), you may object to it by September 24, 2015. More information is in the detailed notice and Second Amended Settlement Agreement and General Release available at [www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com) or by writing to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352.

**THE COURT'S FAIRNESS HEARING.** The U.S. District Court for the Southern District of California, located at the Edward J. Schwartz Federal Courthouse, 221 W. Broadway, San Diego, California 92101 will hold a hearing in this case (*Lerma v. Schiff Nutrition International, Inc., et al.*, No. 3:11-cv-01056-CAB-MDD), on October 30, 2015 at 10 a.m. to consider whether to approve: (1) the proposed Settlement; (2) Settlement Class Counsel's request for attorneys' fees of up to 33% of the \$6,510,000 Settlement Fund as well as costs; and (3) a payment of up to \$10,000 from the Settlement Fund for the Named Plaintiffs (Luis Lerma, Nick Pearson and Muriel Jayson). You may appear at the hearing or hire an attorney, at your expense, to appear or speak for you at the hearing, but you do not have to.

**WANT MORE INFORMATION?** Go to the website, call or write to Schiff Nutrition International Consumer Settlement Administration, P.O. Box 43352, Providence, RI 02940-3352.

**1-877-219-9780**

**[www.SchiffGlucosamineSettlement.com](http://www.SchiffGlucosamineSettlement.com)**

## **Exhibit J**



# MassageToday

Find a Massage Therapist  
By Code

Women in  
Bodywork  
Business  
BLOG

See Latest Posts  
Just a Day, but Initial Phone  
Consultations - A Big Part Of  
Private Customer Service  
I just got finished with a...

Advanced Massage Therapists  
and Others  
The state of Arizona has...

Cervical Syndrome  
My husband was diagnosed with...

Research Column

Current Issue  
Previous Issues  
Index  
Industry News  
Columnsists  
Specialized Topics  
Webinars

Subscribe to our newsletter  
to receive updates  
to your health,  
deals & events

BECOME A FAN  
Follow us on Facebook

ABOUT MT  
AFFILIATE GUIDELINES

## We Have Much to Learn from Current Fascia Research

By Leon Chabon, MD, DO

Fascia is fashionable. Over the past few years, you may have noticed the increase in conferences, symposia, workshops, online seminars, books and articles that contain the word fascia in their title. Fascia was, for many years, just a sort of second-class tissue, a form of supportive wrapping, a nuisance during dissection, where it obscured the views of pretty muscles and joints.

Read More »



## Having the Opportunity to Change a Client's Life

By Ralph Stephens, BS, LMT

I promise I'll get back to politics in my next column. The information, this method I am sharing with you in this column, can change the lives of both patients and therapists in such a dramatically positive way...

Read More »

## Ink, Art and Healing

By Debbie Roberts, LMT

I can assure you they didn't use this as a case history when I was in school. One of the reasons would be it was not very peculiar to get a tattoo or have permanent make up done in 1989, but the celebrities that...

Read More »



View All Columns

Have Chronic  
Headaches? Get a  
Massage  
By Massage Therapy Foundation  
Contributor

Chronic headaches can be debilitating. Though

SUBSCRIBE TO  
THE FREE  
BI-MONTHLY  
NEWSLETTER



Research advanced  
results of future  
workshops

If you  
bought certain  
joint health  
products  
containing  
glucosamine,  
you could get  
money from a  
class action  
settlement.

Includes  
How To  
Know Your  
Pain Free  
Exercises  
Joint Exercises  
Nutrition  
Medicine  
Ankle Pain  
Knee Pain  
Shoulder  
Member's Mark  
and getting your  
money back  
File your  
Claim

# Health

**BECOME A People INSIDER**

JOIN THE COMMUNITY THAT  
ALLOWS YOU TO ACT AS AN ADVISOR  
TO YOUR FAVORITE MAGAZINE  
**JOIN TODAY!**

Newsletters | Subscribe Now to Health Magazine

Log In | Register

HEALTHY & HAPPY | DIET & FITNESS | FOOD & RECIPES | BEAUTY | VIDEOS | HEALTH A-Z | MAGAZINE | STAY FIT, STAY WELL



**25 Fresh Corn Recipes for Summer**  
Creatively new ways to enjoy this sweet seasonal staple.

**News & Views**

**VIDEO**  
**Move of the Week: Sumo Jump Squats**  
Black belt and personal trainer explains →

**SOCIAL MEDIA**  
**Check Out This Baby Who's Trapped in a Tube**  
Don't worry—it's totally safe →

**FITNESS**  
**Kate Hudson's Secrets for Sculpted Abs**  
And her very-motivating advice →

**HEALTH**  
**Avoid 'Flesh-Eating Bacteria' at Florida Beaches**  
Stay safe in the water →

**BEAUTY**  
**The Best Hair Removal**

**Advisors**

**If you bought certain joint health products containing glucosamine, you could get money from a class action settlement.**

*Enclidea, Miva Free, Move Free, Real Good, Palo Verde, Lubliner, Great American, Nutrilite, Nutraform, Muscle Tone, Victory, Schiffs, Nitrozone, Bionzene's Move, and Spring Valley brand products.*

**File your claim**

[www.classactionsettlement.com](http://www.classactionsettlement.com)

**Connect with Health**

**Free Download and More** | **Enter Email Address** | **Sign Up**

**10 WEEKS TO A SLIM NEW YOU**

Sign up for Health's 10-week email weight loss program to get nutrition tips, recipes, workouts and more!

**IT'S FREE**

**INSIDE HEALTH**

HEALTHY & HAPPY | DIET & FITNESS | FOOD & RECIPES

HEALTHY & HAPPY | DIET & FITNESS | FOOD & RECIPES




## **Exhibit K**

Web Shopping Images News Videos More Search tools


About 197,000 results (0.36 seconds)

Shop for schiff glucosamine on Google

Sponsored ⓘ

				
Schiff Glucosamine...	Glucosamine Plus Vitamin...	Schiff Glucosamine...	Glucosamine Plus MSM 150...	Schiff Glucosamine...
\$14.99	\$14.69	\$10.79	\$11.52	\$19.99
Drugstore.com	Swanson...	Target	Swanson...	Rite Aid Onlin...
★★★★★ (4)	Special offer	★★★★★ (72)	Special offer	★★★★★ (25)

Schiff Glucosamine 2000 Mg - Amazon.com

 [www.amazon.com/health](http://www.amazon.com/health)

4.5 ★★★★★ rating for amazon.com

Huge Selection at Great Low Prices Vitamins, Personal Care and More

Schiff Glucosamine Plus MSM 150 count - Schiff Vitamins

[www.schiffvitamins.com/glucosamine-plus-msm-...](http://www.schiffvitamins.com/glucosamine-plus-msm-...) Schiff Nutrition Group

... lubricate joints to allow smooth, quiet movement. Schiff Glucosamine Plus MSM helps you maintain healthy structure and function of cartilage in your joints. <b>

Schiff® Glucosamine Plus MSM, 200 Tablets - Costco

[www.costco.com/Schiff®-Glucosamine-Plus-MSM,-200-Tablets.p...](http://www.costco.com/Schiff®-Glucosamine-Plus-MSM,-200-Tablets.p...) Costco

Schiff® Glucosamine Plus MSM combines the highest potency glucosamine with MSM (methylsulfonylmethane) and hyaluronic acid (HA) to help promote joint ...

Schiff Glucosamine Plus MSM 1500mg - 200 Coated Tablets

[www.amazon.com/Schiff-Glucosamine.../B000FK5GL...](http://www.amazon.com/Schiff-Glucosamine.../B000FK5GL...) Amazon.com, Inc.

Amazon.com: Schiff Glucosamine Plus MSM 1500mg - 200 Coated Tablets: Health & Personal Care.

Schiff Glucosamine 1500mg + MSM 1500mg, Coated Tablets

[www.walgreens.com/.../schiff-glucosamine.../ID=prod240237...](http://www.walgreens.com/.../schiff-glucosamine.../ID=prod240237...) Walgreens

★★★★★ Rating: 1 - Review by Jan the Egg Lady - May 10, 2010

SchiffGlucosamine 1500mg + MSM 1500mg, Coated Tablets at Walgreens. Get free shipping at \$25 and view promotions and reviews for SchiffGlucosamine ...

Schiff Glucosamine 1500mg + MSM 1500mg, Coated Tablets

[www.drugstore.com](http://www.drugstore.com) > ... > bone & joint > glucosamine & chondroitin

★★★★★ Rating: 4.4 - 39 reviews

Buy Schiff Glucosamine 1500mg + MSM 1500mg, Coated Tablets with free shipping on orders over \$35, low prices & product reviews | drugstore.com.

Schiff Glucosamine 1500 mg Plus MSM 1500 mg Joint



Say No To Glucosamine

[www.instaflex.com/advanced](http://www.instaflex.com/advanced)

Listen to the Doctor - shocking new collagen for 1 week joint relief

Schiff Settlement

[www.schiffglucosaminesettlement.com/](http://www.schiffglucosaminesettlement.com/)

If you purchased glucosamine you may qualify for compensation.

Schiff Glucosamine Target

[www.target.com/](http://www.target.com/)

4.3 ★★★★★ rating for target.com

Free Shipping On All Orders \$25+

Shop Schiff Glucosamine at Target®.

9 N Sepulveda Blvd, Manhattan Beach (310) 546-5601

Walgreens Vitamin Sale

[www.walgreens.com/](http://www.walgreens.com/)

Save Up to 50% Off Vitamins!

Shop Now & Get Free Shipping at \$25

Schiff Glucosamine

[www.drugstore.com/10off60](http://www.drugstore.com/10off60)

4.4 ★★★★★ rating for drugstore.com

New Customers - Shop Now & Save

\$10 off \$60 Purchase On Everything!

Schiff Sale Today

[www.vitacost.com/Schiff](http://www.vitacost.com/Schiff)

4.6 ★★★★★ rating for vitacost.com

Up to 40% Off Schiff Products.

All Orders Over \$49 Ship Free!

See your ad here »

## **Exhibit L**







The San Diego Union-Tribune

## Classifieds

BRINGING YOU THE BEST



AUTO

CAREERS

REAL ESTATE

CAREERS • AUTOS • GARAGE SALE • REAL ESTATE • PETS • SERVICE DIRECTORY

Call (866) 411-4140 or go to utclassifieds.com to place your ad



## NOTICES

## Events

## ANTIQUE CARS

WANTED: 201-701

BY PRIVATE PARTY

(602) 810-2179

(858) 454-0856

I WILL GLADLY

ACCEPT CARS IN

'AS IS' CONDITION,

DETROIT, BIRMINGHAM,

FINDS, PROTESTS,

ALL INTERESTING

CLASSIFIEDS

Porsche

501-675-356

Resident

400-440-911, 013

All Models

78-89 Turbo

MERCEDES

400-761-1901,

3101,

250S, 230S,

Early Cabriolets, etc.

JAGUAR

301-701-XI, XJ,

Cooper, Roadster,

Early Cabriolets

ALFA S

301-701-Road Cars

All Models

BMW

501-675-356

Buses, Chids

TOP DOLLAR PAID

FOR YOUR CLASSIC

FAST PAYMENT

SERIOUSLY SERVED

IN ANY CONDITION

(602) 810-2179

(858) 454-0856

Call or text your listing code

to 1-866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

## Items Found

LOOKING FOR A LOT

OF CASH? Call 866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

## Money Wanted

LOOKING FOR A LOT

OF CASH? Call 866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

## Nurse LVN

LOOKING FOR A LOT

OF CASH? Call 866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140

866-411-4140







## **Exhibit M**

**KCC Class Action Services  
Schiff Nutrition International Consumer Settlement  
Exclusion Report**

**Count:**

**7**

<b>ClaimID</b>	<b>Last Name</b>	<b>First Name</b>
60000060501	AGOSTINO	SUZANNE
60036671001	BLANKENSHIP	ERNEST
60029447001	CHAMBERS	LAWRENCE
60002263001	CORCORAN	ARTHUR
60000831201	L'HEUREUX	BUNNY
60000453701	VADOVSKY	JOHN
60000452601	VADOVSKY	LAURIE