

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement,” the terms of which shall be collectively referred to as the “Settlement”) is made and entered into by and between Plaintiffs Pamela Glover and Charles Ellis (“Plaintiffs”) on behalf of themselves and all other purchasers of C4 Extreme, M5 Extreme, and N0 Extreme (the “Products”) in the United States, by and through their counsel and class counsel, Wasserman, Comden, Casselman & Esensten, LLP (“Class Counsel”), on the one hand, and, on the other hand, Woodbolt Distribution, LLC (“Woodbolt”), by and through its counsel, Manatt, Phelps & Phillips, LLP, compromising on a nationwide and class wide basis all claims asserted in the case entitled *Pamela Glover and Charles Ellis v. Woodbolt Distribution, Ltd.*, United States District Court for the Southern District of Texas, Houston Division, Case No. 12-cv-02191 (the “Action”), subject to Court approval. The “Date of Settlement” shall be the date on which all parties hereto have executed this Agreement.

RECITALS

A. Plaintiffs commenced the Action on July 20, 2012.¹ The Action was brought pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d) (“CAFA”), and seeks to certify a nationwide class action of all purchasers of the Products from July 20, 2008, to the present. The Action alleges that the Products were sold in violation of various State laws and were sold using advertisements and packaging that were false and misleading. Specifically, Plaintiffs allege that the Products were deceptively advertised as “dietary supplements” when they were not “dietary supplements,” and that the Products are “unsafe” or “dangerous” because they contained an ingredient known as 1, 3 Dimethylamylamine (“DMAA”) (C4 Extreme and M5 Extreme), or N-Carbamylglutamate (“NCG”) (N0 Extreme). Plaintiffs also allege that the Products do not work as advertised. The complaint asserts causes of action for violation of the Texas Deceptive Trade Practices Act, breach of implied warranty, breach of express warranty, and unjust enrichment/restitution.

¹ Plaintiffs originally filed a complaint against Woodbolt in the Northern District of California on March 5, 2012. After meeting and conferring on Woodbolt’s motion to transfer venue to the Southern District of Texas, where Woodbolt is located, Plaintiffs voluntarily dismissed their California complaint and filed the instant Action.

B. Woodbolt denies all of Plaintiffs' allegations in the Action and maintains that the Products and all of their advertising and labeling at all times were and are in compliance with all applicable laws, statutes, and regulations, as well as all policies adopted by applicable regulatory agencies, and that all such advertising and labeling at all times was and is substantiated and not false or misleading. Woodbolt believes that it has meritorious defenses to all of the claims asserted in the Action, and specifically denies that it engaged in any unlawful actions. This Agreement does not constitute and shall not be construed as an admission by Woodbolt of any liability or wrongdoing and Woodbolt expressly denies any such liability or wrongdoing.

C. The Plaintiffs and Woodbolt (the "Parties") in the Action have held the Rule 26(f) conference and produced documents pursuant to Rule 26(a). Specifically, among other things, Plaintiffs have received copies of Woodbolt's advertisements, labeling, packaging, and websites, as well as Woodbolt's nationwide sales data for the Products.

D. Plaintiffs have not yet filed a motion for certification of a class in the Action.

E. The Parties have attended two mediations and have conducted extensive arms-length negotiations in an attempt to resolve the Action.

F. Based upon the investigation, analysis, and discovery conducted by Class Counsel, Plaintiffs and Class Counsel have agreed to settle the claims raised in the Action on a nationwide basis under the terms and conditions memorialized in this Agreement, believing the Settlement to be fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class Members (as defined in Paragraph 1(C) below). Although Plaintiffs and Class Counsel believe that the claims asserted in the Action are meritorious, they have concluded that this Settlement is in the best interests of the class after considering the benefits that the class will obtain in relation to the risks of pursuing further litigation.

G. The Parties wish to avoid the expense, risk and uncertainty of further litigation, to resolve all disputes that have arisen between them, and to settle any and all claims that do or may exist in the past, present or future, and therefore have agreed to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the promises, covenants, and

undertakings described below, and intending to be mutually bound thereby, and for other good and sufficient consideration, the Parties agree, subject to the Court's approval, as follows:

PROPOSED CLASS FOR SETTLEMENT PURPOSES

1. Class Definition and Certification, Class Representative, and Class Counsel.

(A) Settlement Class Definition and Certification. For purposes of this Agreement, the Parties hereby stipulate to the certification of the following Settlement Class:

All residents of the United States who purchased one of the following products for personal use: (1) C4 Extreme from January 1, 2011 through April 30, 2012; (2) M5 Extreme from February 1, 2010 through April 30, 2012; or (3) N0 Extreme from October 1, 2009 through April 30, 2012. (The "Settlement Class Definition.")

(B) Stipulation Regarding Conditional Certification. The Parties stipulate and agree that, for the purposes of the Settlement embodied in this Agreement only, and subject to Court approval, the Settlement Class described in Paragraph 1(A) above should be certified. If, for any reason, this Agreement is not approved by the Court, the stipulation for certification and all of the agreements contained herein shall be considered null and void and may not be referred to or used as evidence or for any other purpose whatsoever in the Action or any other action or proceeding.

(C) Settlement Class Members. All persons residing in the United States who fit within the Class Definition are "Settlement Class Members."

(D) Class Periods. The class period varies depending upon which Product was purchased, as each of the Products was sold for a different amount of time and were only sold with DMAA or NCG for a limited period of time.

(i) C4 Extreme. The class period for C4 Extreme is January 1, 2011 through April 30, 2012, representing more than the entirety of the time C4 Extreme containing DMAA was on the market (the “C4 Extreme Class Period”).

(ii) M5 Extreme. The class period for M5 Extreme is February 1, 2010 through April 30, 2012, representing more than the entirety of the time M5 Extreme containing DMAA was on the market (the “M5 Extreme Class Period”).

(iii) N0 Extreme. The class period for N0 Extreme is October 1, 2009 through April 30, 2012, representing more than the entirety of the time N0 Extreme containing NCG was on the market (the “N0 Extreme Class Period”).

(iv) The C4 Extreme, M5 Extreme, and N0 Extreme Class Periods shall collectively be referred to as the “Class Periods.”

(E) **Class Representatives.** Subject to Court approval, Plaintiffs Pamela Glover and Charles Ellis shall be appointed by the Court as the Class Representatives of this Settlement Class.

(F) **Class Counsel.** Wasserman, Comden, Casselman & Esenstein, LLP shall be appointed as Class Counsel.

BENEFITS TO THE CLASS

2. Cash Payments and Savings Vouchers to Settlement Class Members.

(A) Settlement Class Members with Valid Claims (as described in Paragraph 3 below) shall be eligible to receive *either*:

(i) A single cash payment of eight dollars (\$8) (the “Cash Payment”);

or

(ii) A savings voucher for one (1) free product offered for sale on www.cellucor.com with the purchase of the identical product on said website, each of which has a manufacturer's suggested retail price (MSRP) of between \$39.99 and \$169.99 per unit (the "Savings Voucher"). The Savings Voucher may be used with the purchase of any product offered for sale on the www.cellucor.com website.

(B) Cash Payments. Woodbolt agrees to create a fund of four hundred thousand dollars (\$400,000) for payments made pursuant to this section (the "Gross Settlement Fund"). The Gross Settlement Fund shall be used to pay: (i) Valid Claims (defined in Paragraph 3 below); (ii) the Incentive Award (defined in Paragraph 6 below); (iii) the Fee and Expense Award (defined in Paragraph 5 below); (iv) the costs of administering the Settlement; and (v) any necessary taxes and tax expenses. The amounts remaining in the Gross Settlement Fund after the deduction of the amounts necessary to pay items (ii) through (v) above (the "Net Settlement Fund"), shall be used to pay Valid Claims submitted by Settlement Class Members who select the Cash Payment option pursuant to Paragraph 3 of this Agreement. If the available amount in the Net Settlement Fund is less than the total amount of Valid Claims submitted selecting the Cash Payment option, then the amount paid to each Settlement Class Member who submitted a Valid Claim requesting a Cash Payment shall be reduced on a pro rata basis so that the total Gross Settlement Fund payments made by Woodbolt pursuant to this Settlement shall not exceed \$400,000.

(C) Savings Vouchers. Each Settlement Class Member may use one (1) Savings Voucher. The Savings Vouchers shall be transferrable, shall not have any expiration date, and shall not contain any other restrictions. There shall be no limit to the number of Savings Vouchers that may be distributed to Settlement Class Members pursuant to this

Settlement. In addition, the value of the Savings Vouchers shall not be included within the Gross Settlement Fund, and are in addition to the amount of the Gross Settlement Fund.

(D) Distribution of Benefit Options. The Cash Payments shall be distributed by U.S. Mail, and the Savings Vouchers shall be distributed by email if a valid email address is provided by a Settlement Class Member as part of his or her claim form, or U.S. Mail if no email address is provided by the Settlement Class Member or if the email address provided results in the mail being returned as undeliverable.

(E) Benefits to Non-Settlement Class Members. Plaintiffs understand that Woodbolt cannot identify all Settlement Class Members because the Products are distributed primarily by third-party retailers rather than directly by Woodbolt. Accordingly, Plaintiffs understand that the benefits described in Sections 2(A) through 2(C) above may be both over- and under-inclusive, but Plaintiffs believe that the most effective way to provide benefits to the largest number of Settlement Class Members is to do so in the manner expressed therein

3. Claims Process. Each Settlement Class Member shall be entitled to submit one claim.

(A) To be eligible for a Cash Payment or Savings Voucher pursuant to this Agreement, a Settlement Class Member must submit a claim either online or by U.S. mail that (i) is postmarked (if by mail) or submitted (if online) no later than thirty (30) days before the Fairness Hearing (defined in Paragraph 9(E) below) (the “Claims Deadline”), (ii) contains all of the required information set forth in the claim form, (iii) satisfies the requirements of this Settlement and the terms of the claim form, and (iv) is signed (physically or electronically) by the Settlement Class Member submitting the claim. A claim that satisfies all of the terms of this

Paragraph 3(A) shall be a “Valid Claim” and shall be considered for distribution of a Cash Payment or Savings Voucher according to Paragraphs 3(B)-(D).

(B) Settlement Class Members who submit a Valid Claim stating that they purchased one of the Products at least one time during the Class Period, and complete and sign the claim form attached as **Exhibit A** hereto, shall be entitled to receive a Cash Payment or Savings Voucher as described in Paragraph 2 above, at their own election.

(C) The Settlement Administrator shall review and adjudicate all claims no later than seventy-five (75) days after the Effective Final Judgment Date (as defined in Paragraph 13 below). Timing of payments to Settlement Class Members shall be in accordance with Paragraph 14 below.

(D) Settlement Class Members may submit one claim. If a claimant submits more than one claim, only the first claim will be considered for the Cash Payment or Savings Voucher (whichever was elected by the claimant) and the remaining claims will be denied.

(E) No later than fifteen (15) days before the Fairness Hearing, the Settlement Administrator shall provide a final report to the Parties stating the total number and dollar amount of Valid Claims that are to be paid, and the total number of Savings Vouchers that are to be distributed.

(F) **In-Kind Donation.** If any amounts remain in the Net Settlement Fund after payment of all Cash Payments, fees, costs, taxes, and incentive awards (as described in Paragraphs 2(B), 5, 6 and 7), Woodbolt shall make an in-kind donation of the Products to the United States Army, or other branch of the United States Military or other appropriate charity willing to accept the donation, with a total retail value that equals or exceeds the amount remaining in the Net Settlement Fund. The United States Military has no direct business

affiliation with Woodbolt or Plaintiffs. If some other charity is chosen to receive the in-kind donation, that charity shall have no direct business affiliation with Woodbolt or Plaintiffs. The in-kind donation is designed to benefit the Settlement Class as a whole.

4. Injunction Against Use of DMAA and NCG in the Products

Following entry of the Final Judgment and Order (as defined in Paragraph 12 below), for a period of three (3) years from October 24, 2012, Woodbolt shall be enjoined from including DMAA or NCG as ingredients in the Products, unless the federal Food and Drug Administration does not issue an objection to the marketing or sale of products containing DMAA or NCG as dietary supplements.

5. Award of Attorneys' Fees and Costs. At the Final Settlement Hearing, Class Counsel shall petition the Court in the Action to enter an order for an award of attorneys' fees and costs not to exceed \$112,500 (the "Fee and Expense Award"), which sum shall be deducted from the Gross Settlement Fund. Woodbolt agrees not to oppose Class Counsel's request for fees and costs if limited to this amount. The payment shall be made within 30 days of the Effective Final Judgment Date, as defined in Paragraph 13 below.

Woodbolt shall not object to Class Counsel's petition for attorneys fees and the class representative incentive award indicated below, provided the requests do not exceed the amounts set forth in this Agreement, and if the requests are consistent with this Agreement, Woodbolt will support the applications for Court approval.

6. Class Representative Incentive Award. Subject to Court approval, Woodbolt will pay Plaintiffs Pamela Glover and Charles Ellis each the sum of \$5,000 for their role as Class Representatives in the Action (collectively, the "Incentive Award"), which sums shall be deducted from the Gross Settlement Fund.

SETTLEMENT ADMINISTRATION

7. **Settlement Administration.** The Parties agree that Gilardi & Co. LLC shall serve as the third-party administrator of the settlement (“Settlement Administrator”). The Settlement Administrator will work under the direction of Settlement Class Counsel and counsel for Woodbolt. The Settlement Administrator shall be responsible for (1) setting up a settlement website where Settlement Class Members can, among other things, fill out the claim form and view this Agreement; (2) distribution of the Class Notice (as described in Paragraph 8 below); and (3) the administration of the Settlement, including determining Valid Claims, distributing all Cash Payments and Savings Vouchers pursuant to Paragraphs 2 and 3 above, maintaining proper records of the settlement administration; and (4) providing information and reports to counsel for Woodbolt and Class Counsel. Costs related to such claims administration and Class Notice shall be paid from the Gross Settlement Fund.

8. **Notice of Settlement.** Within fourteen (14) days after entry of the Preliminary Approval Order (defined in Paragraph 9 below) by the Court, the Settlement Administrator shall provide notice to the Settlement Class by: (i) arranging for publication of the Notice of Settlement, attached to this Agreement as **Exhibit B**, in *Planet Muscle* and *Fitness Rx for Men* magazines in the earliest possible issue(s), which advertising shall run for no less than sixty (60) days; and (ii) posting on the settlement website (URL to be provided by Woodbolt) a more detailed version of the Notice of Settlement, attached to this Agreement as **Exhibit C**, and a downloadable claim form, which may be submitted in paper format or online through the settlement website. The Parties agree to the content of the Notices of Settlement, subject to Court approval, published in *Planet Muscle* and *Fitness Rx for Men* magazines, and published on the settlement website (collectively, “Class Notice”) substantially in the forms attached to this

Agreement as **Exhibits B** and **C** respectively, and agree that the size of the Class Notice published will be only as large as necessary to accommodate the content of the Class Notice, in accordance with the standard legal notice formatting and font size. The Class Notice will include the dates by which: (i) Settlement Class Members must choose to be excluded from the Settlement Class, which will be forty-five (45) days from the date Class Notice is transmitted, or (ii) file objections, if any, to the Settlement, which will be forty-five (45) days from the date the Class Notice is transmitted. Class Notice shall be considered “transmitted” on the latter of the date of first publication in *Planet Muscle* magazine or in *Fitness Rx for Men* magazine, which shall be determined by the date the magazines are first available to the public.

SETTLEMENT APPROVAL PROCESS

9. Preliminary Approval Order. As soon as practicable after execution of this Agreement, but prior to the Preliminary Approval Hearing scheduled for November 2, 2012, the Parties shall file a motion for preliminary approval of the Settlement seeking entry of the Order Preliminarily Approving Class Action Settlement, Class Notice, and Scheduling a Fairness Hearing (“Preliminary Approval Order”) substantially in the form attached as **Exhibit D** to this Agreement. The Preliminary Approval Order shall provide, *inter alia*, that:

(A) There is good cause to believe that the Settlement proposed in this Agreement has been negotiated at arm’s-length and is preliminarily determined to be fair, reasonable, and adequate, free of collusion among the Parties or any other indicia of unfairness, falling within the range of possible final judicial approval sufficient to warrant sending notice to the Settlement Class, and is in the best interest of the Settlement Class for settlement purposes;

(B) The proposed Class Notice fully complies with the requirements of Fed. R. Civ. Pro. 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled to notice of this Settlement;

(C) The deadline for Settlement Class Members (and if applicable, their attorneys) to postmark and file any objections, notices of intent to appear at the Fairness Hearing in support of any objection and (for attorneys) entry of appearances, is forty-five (45) days after the date of transmission of the Class Notice, and establishing the procedures for doing so, all as described in Paragraph 11 below;

(D) The Settlement Class is conditionally certified, with Plaintiffs serving as Class Representatives, and the attorneys and law firm listed in Paragraph 1(F) serving as Class Counsel, on the condition that the certification and designations shall be automatically vacated if the Settlement is terminated or is disapproved in whole or in part by the Court, any appellate court, or any of the Parties pursuant to the terms of the Agreement; and

(E) A final hearing on the Settlement proposed in this Agreement shall be held before the Court to determine whether it is fair, reasonable, and adequate, and whether it should be approved by the Court (the "Fairness Hearing").

(G) Settlement Class Members are enjoined from filing, commencing, prosecuting, intervening in, participating in, maintaining as class members or otherwise, directly or indirectly through a representative or otherwise, or receiving any benefits from, any lawsuit, administrative or regulatory proceeding or order in any jurisdiction, asserting any claims released by this Agreement. All persons are preliminarily enjoined from filing, commencing or prosecuting a lawsuit as a class action (including by seeking to amend a pending complaint to include class allegations or by seeking class certification in a pending action in any jurisdiction)

on behalf of Settlement Class Members, asserting any claims released by this Agreement. Nothing in this subparagraph, however, shall require any Settlement Class Member to take any affirmative action with regard to other pending class action litigation in which they may be absent class members; and

(H) Any attorney hired by a Settlement Class Member at the Settlement Class Member's expense for the purpose of objecting to this Agreement or the proposed Settlement, or any provision thereof, including the provisions relating to attorneys' fees, costs and litigation expenses, must file with the Clerk of the Court and deliver to Class Counsel and Woodbolt's counsel an entry of appearance and, if applicable, a notice of intention to appear at the Fairness Hearing, no later than forty-five (45) days after the transmission of the Class Notice. Any argument at the Fairness Hearing by objectors and/or their counsel will be restricted to the matters raised in a timely and validly submitted written objection filed by such objectors, as provided in Paragraph 11 below.

10. Rights of Exclusion. All Settlement Class Members who properly deliver to the Settlement Administrator a timely written request to opt-out of the Settlement shall be excluded from the Settlement Class, shall have no rights as members of the Settlement Class pursuant to this Agreement (including the right to object to the Settlement), and shall receive no Cash Payments or Savings Vouchers as provided herein. A request for exclusion by a member of the Settlement Class must be in writing, identify the case name *Glover v. Woodbolt Distribution, Ltd.*, No. 12-cv-02191, and state the name, address, and telephone number of the Settlement Class Member(s) seeking exclusion. Each request must also contain a signed statement that: "I/We hereby request to be excluded from the proposed Settlement Class in *Glover v. Woodbolt Distribution, Ltd.*," or similar words to this effect. The request must be mailed to the Settlement

Administrator at the address provided in the Notice of Settlement and be postmarked no later than forty-five (45) days from the date of the transmission of the Class Notice. A request for exclusion that does not include all of the foregoing information, that is sent to an address other than the one designated in the Notice of Settlement, or that is not postmarked within the time specified, shall be invalid and the person(s) serving such a request shall be deemed a member(s) of the Settlement Class, and shall be bound as a Settlement Class Member(s) by the Settlement. The Settlement Administrator shall promptly forward copies of all requests for exclusion to Class Counsel and counsel for Woodbolt.

11. Right to Object or Comment. Any Settlement Class Member may comment in support of or in opposition to the Settlement and may do so in writing, in person, or through counsel, at his or her own expense, at the Fairness Hearing. Except as the Court may order otherwise, no Settlement Class Member objecting to the Settlement shall be heard and no papers, briefs, pleadings, or other documents submitted by any such Settlement Class Member shall be received and considered by the Court unless such Settlement Class Member files with the Court and mails to Class Counsel and counsel for Woodbolt a written objection with the caption *Glover v. Woodbolt Distribution, Ltd.*, No. 12-cv-02191, that includes: (i) the Settlement Class Member's full name and current address; (ii) a signed statement under penalty of perjury that he or she believes himself or herself to be a Settlement Class Member; (iii) the specific grounds for the objection; (iv) all documents or writings that such Settlement Class Member desires the Court to consider; and (v) a notice of intent to appear, if applicable. All objections must be filed and postmarked no later than 45 days after the transmission of Class Notice, or such date as the Court orders. Any Settlement Class Member who fails to object in the manner prescribed herein, or who does not restrict his or her argument at the Fairness Hearing to matters raised in a timely

and validly submitted written objection, shall be deemed to have waived his or her objections and forever be barred from making any such objections in the Action or in any other action or proceeding. While the statement described in subsection (ii) above is prima facie evidence that the objector is a Settlement Class Member, Plaintiffs and/or Woodbolt may take discovery regarding the matter, subject to Court approval.

12. Order for Final Judgment. If this Agreement is preliminarily approved by the Court, the Parties shall jointly request at the Fairness Hearing that the Court enter an order for final judgment that finally approves this Agreement and dismisses the claims of the Settlement Class Members without prejudice (“Final Judgment and Order”) (but see Paragraph 12(C) below for clarification on the meaning of “without” prejudice for the purposes of dismissal). The Fairness Hearing shall be held no earlier than thirty (30) days after the deadline for all Settlement Class Members to opt-out of, object to, or comment upon the Settlement under Paragraphs 10 and 11 of this Agreement. A copy of the form of the proposed Final Judgment and Order agreed to by the Parties is attached hereto as **Exhibit E**. The Final Judgment and Order shall provide, *inter alia*, that:

(A) The Agreement is fair, reasonable, and adequate, and in the best interest of the Settlement Class;

(B) The Class Notice fully complied with the requirements of Fed. R. Civ. Pro. 23 and due process, constituted the best notice practicable under the circumstances, and was due and sufficient notice to all persons entitled to notice of this Settlement;

(C) The Action is dismissed without prejudice and without costs. Dismissal without prejudice shall not allow the Parties or any Settlement Class Members to litigate or otherwise reopen issues resolved by the Final Judgment and Order, or included within the

Released Claims, but is “without prejudice” so as to allow the Court to retain exclusive jurisdiction over this action, the Parties, and all Settlement Class Members to determine all matters relating in any way to the Final Judgment and Order, the Preliminary Approval Order, or the Agreement, including but not limited to the administration, implementation, interpretation, or enforcement of such orders or Agreement. After the Effective Final Judgment Date (defined below in Paragraph 13), the dismissal of this action will convert from “without” prejudice to “with” prejudice; and

(D) Plaintiffs and Settlement Class Members are permanently enjoined and barred from commencing or prosecuting any collateral action either directly, representatively, derivatively, or in any other capacity, whether by a complaint, counterclaim, defense, or otherwise, in any local, state, or federal court, or in any agency, or other authority or forum wherever located.

13. Finality of Judgment. The Final Judgment and Order shall be deemed final on the later of (i) the expiration of the time to appeal the Final Judgment and Order with no appeal having been filed, or (ii) if any such appeal is filed, the termination of such appeal on terms which affirm the Final Judgment and Order or dismiss the appeal with no material modification of the Final Judgment and Order, and (iii) the expiration of the time to obtain any further appellate review of the Final Judgment and Order (“Effective Final Judgment Date”).

14. Dates of Payment and Voucher Obligations. Payments of all Valid Claims and distribution of all Savings Vouchers shall be made between sixty (60) and one hundred twenty (120) days after the Effective Final Judgment Date. The Fee and Expense Award awarded by the Court to Class Counsel, up to a maximum of \$112,500, and the Incentive Award to the Class

Representatives, up to a maximum of \$5,000 per Representative, shall be paid within thirty (30) days after the Effective Final Judgment Date.

15. Option to Withdraw. Each Party shall have the option to withdraw from the Agreement, and thereby render this Settlement null and void, (i) if any other Party breaches any material provision of the Settlement Agreement or the Preliminary Approval Order, or fails to fulfill any material obligation hereunder or thereunder; (ii) if the attorney general or other authorized officer of the United States or any state, or any representative of any local, state, or federal agency or branch of government, shall have intervened in the Action to object to the Settlement or filed an objection with the Court in writing in opposition to the terms of the Agreement, and the withdrawing Party reasonably believes such intervention or opposition will materially delay or render impracticable or unlikely the final approval of the Settlement; (iii) if more than 500 individuals opt out of the Settlement Class; (iv) if a Settlement Class is conditionally certified on less than a nationwide basis (i.e., fewer than all 50 states); or (v) if upon such other grounds as may be agreed to by the Parties and permitted by the Court. Any election made by a Party to terminate this Agreement pursuant to this Paragraph shall be made no later than seven (7) days prior to the Fairness Hearing. The withdrawal of either Class Representative from the Settlement shall not render the Settlement null and void so long as one of the Class Representatives remains. To the extent that the election to terminate is made under subsection (iii) of this Paragraph, the Parties agree to meet and confer in good faith regarding such election for a period of no less than 14 days after the Party seeking to terminate notifies the other Parties of its intention to terminate.

16. Effect of Withdrawal/Rejection. In the event that (i) Plaintiffs or Woodbolt withdraws from the Agreement pursuant to Paragraph 15; (ii) the Agreement, Preliminary

Approval Order, and Final Judgment and Order are not approved in all material respects by the Court; or (iii) the Agreement, Preliminary Approval Order, or Final Judgment and Order are reversed, vacated, set aside, overturned or modified in any material respect by the Court presiding over the Action, or by any other court; then (a) the Agreement shall become null and void; (b) Woodbolt shall cease to have any obligation under this Agreement, except for all notice and administration costs incurred as of the date the Settlement Administrator is notified that the Agreement has become null and void; (c) the Action shall be deemed to revert to its status as of the date and time immediately prior to the execution of this Agreement, and the Action may continue as if this Agreement had never been executed; and (d) any and all orders entered pursuant to the Agreement shall be deemed vacated, including, without limitation, any order certifying or approving certification of the Settlement Class; provided, however, that if any Party hereto individually appeals such ruling and the Agreement and Final Judgment and Order are upheld on appeal, then the Agreement and Final Judgment and Order shall be given full force and effect according to their terms. In the event that the Agreement is deemed null and void, the Parties shall not refer to the fact or terms of this Agreement to establish liability or otherwise support the Parties' substantive positions in the Action.

RELEASES

17. Release. Upon final approval of this Settlement and entry of Judgment dismissing the Action, the Plaintiffs and the Settlement Class (hereafter the "Plaintiff Releasing Parties") fully, finally, and forever settle, release, relinquish and discharge any and all Released Claims against the Released Parties.

(A) The “Plaintiff Releasing Parties” include the Plaintiffs and all of the Settlement Class Members, their spouses and former spouses, heirs, executors, administrators, representatives, agents, and assigns.

(B) The “Released Parties” are Woodbolt, including but not limited to its past and present affiliated or related parent or subsidiary corporate entities, affiliates and related entities, as well as its investors, advisors, members, agents, directors, scientists, officers, owners, managers, agents, endorsers, advertisers and employees whether in their individual or official capacities, and, as to any such individuals, including their spouses, heirs, executors, administrators, representatives, agents, and assigns. The “Released Parties” shall also include all retailers, vendors, distributors, and resellers who sell or have sold the Products, third party entities who have displayed advertisements for the Products, as well as any and all third parties who participated in or contributed to the development of the advertising, endorsement, or marketing of the Products, including these entities’ respective directors, officers, managers, and employees, whether in their individual or official capacities.

(C) The “Released Claims” are all claims, causes of action, demands, judgments, damages, liabilities, whether known or unknown, contingent or non-contingent, including but not limited to, any and all attorneys’ fees, costs, expenses, disbursements and interest, which the Plaintiff Releasing Parties now own or hold or have at any time owned or held, against the Released Parties and which arise out of or are in any way connected with the advertising, labeling, branding, endorsement, marketing or sale of the Products. Released Claims specifically include, but are not limited to, any claims based upon state or federal consumer protection, false advertising, breach of warranty, breach of contract, common law fraud, and consumer fraud laws, any legal or equitable claims of any type or nature that arise

out of or are in any way connected with the allegations presented in the Action, or that could have been presented in the Action, and those claims that are based upon or related to violations of any state or federal statute or regulation, interest, penalties, attorney's fees, costs, or disbursements, or any other claim for damages not specifically described above. The Released Claims do not include any claims for personal injuries, wrongful death, copyright or trademark infringement, or violation of privacy rights.

(D) Without limiting the foregoing, the Released Claims specifically extend to claims that the Plaintiff Releasing Parties do not know or suspect to exist in their favor as of the date of Preliminary Approval of this Settlement. In connection with such waiver and relinquishment, Plaintiffs, on behalf of themselves individually and in their representative capacities, and all Settlement Class Members are deemed to acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to release fully, finally and forever all Released Claims, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts. **In addition, Plaintiffs, individually and on behalf of the Plaintiff Releasing Parties, specifically understand that they may later discover additional injuries or damages that fall within the definition of "Released Claims" set forth above and that are not known to them at this time. This Agreement specifically applies to such later discovered injuries or damages, and Plaintiffs, individually and on behalf of the Plaintiff Releasing Parties, specifically accept the risk that they may later discover such injuries or damages.**

(E) With respect to the “Released Claims” as defined above, the Plaintiff Releasing Parties hereby expressly waive and release, upon this Agreement becoming final or effective, any and all provisions, rights and benefits conferred by section 1542 of the California Civil Code which provides:

Section 1542. General Release—Claims Extinguished. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Plaintiff Releasing Parties also expressly waive and release any and all provisions, rights and benefits conferred on them by a statute, regulation or ordinance of any other jurisdiction which is similar to Section 1542, with respect to the “Released Claims” as defined above.

MISCELLANEOUS PROVISIONS

18. **Interpretation.** This Agreement contains the entire agreement among the Parties hereto and supersedes any prior discussions, agreements or understandings among them. All terms are contractual. In the event of any alleged ambiguity, there will be no presumption or construction against either side as the drafter.

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

20. **No Rescission on Grounds of Mistake.** The Parties acknowledge that they have conducted their own investigations of the matters covered by this Agreement to the extent they have deemed it necessary to do so. Therefore, the Parties agree that they will not seek to set aside any part of this Agreement on the grounds of mistake. Moreover, the Parties understand, agree, and expressly assume the risk that any fact not recited, contained, or embodied in the Agreement may turn out hereinafter to be other than, different from, or contrary to the facts now

known to them or believed by them to be true, and further agree that this Agreement shall be effective in all respects notwithstanding and shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

21. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Texas.

22. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts and delivered by facsimile to counsel. All executed counterparts, including those delivered to counsel by facsimile, and each of them shall be deemed to be one and the same instrument. A facsimile copy shall be considered an original for all purposes.

23. **No Admission.** The Parties specifically understand that the promises made in accordance with this Agreement are not to be construed as an admission by any of the Parties or Released Parties for any purpose and understand that the Parties and the Released Parties all deny liability for the allegations made in the Action. Plaintiffs further understand that this Settlement has been made for business reasons. Nothing in this agreement is to be construed as Woodbolt agreeing that this case was appropriate for class action status or certification.

24. **Modifications Only in Writing and Authorization of Class Counsel.** This Agreement may be amended or modified only by a written instrument signed by all of the undersigned parties or their successors-in-interest; except that Plaintiffs, individually and as Class Representatives, expressly authorize Class Counsel to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Agreement to effectuate its terms, and also expressly authorize Class Counsel to enter into such modifications or amendments to this Agreement on behalf of the Settlement Class as Class Counsel deem appropriate.

25. **Exhibits Incorporated by Reference.** Each and every exhibit to this Agreement is incorporated herein by this reference as though fully set forth herein.

26. **Legal Representation.** The Parties to this Agreement acknowledge that they have been represented by qualified legal counsel both in connection with the Action and in connection with the negotiation, drafting, and execution of this Agreement. Accordingly, the language used in this Agreement will be deemed to be language chosen by all parties hereto to express their mutual intent, and no rule of strict construction against any party hereto will apply to any term or condition of this Agreement.

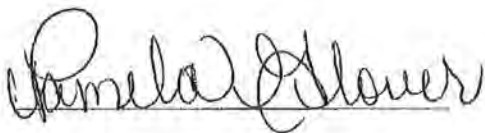
27. **Commercially Reasonable Efforts.** The Parties agree to cooperate in the execution of such documents and pleadings as are reasonably necessary and appropriate to obtain approval of and implementation of this Agreement, and to use commercially reasonable efforts to perform all terms of this Agreement.

28. **Confidentiality.** The Parties agree not to issue a press release or make any other public announcement regarding the Action or the resolution of the Action, other than as required to carry out the terms of this Agreement. The provisions of this paragraph shall not be interpreted to mean that the fact a Settlement was reached in the Action is confidential and cannot be disclosed.

IN WITNESS WHEREOF, the parties enter into this Agreement this 2nd day of November, 2012.

PAMELA GLOVER

CHARLES ELLIS

A handwritten signature in cursive script, appearing to read "Pamela Glover", written over a horizontal line.A solid horizontal line intended for a signature.

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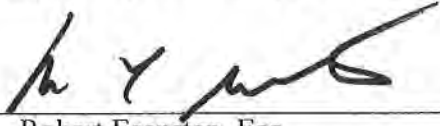
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PAMELA GLOVER

CHARLES ENLIS



WASSERMAN, COMDEN, CASSELMAN & ESENSTEN, LLP

A handwritten signature in black ink, appearing to read 'R. Esensten', is written over a horizontal line.

Robert Esensten, Esq.
Attorneys for Plaintiffs Pamela Glover, Charles Ellis, and the Settlement Class

WOODBOLT DISTRIBUTION, LLC

By _____
Manish Patel, President & CIO


MANATT, PHELPS & PHILLIPS, LLP

By _____
Robert H. Platt, Esq.
Attorneys for Defendant Woodbolt Distribution, LLC


WASSERMAN, COMDEN, CASSELMAN & ESENSTEN, LLP

Robert Esensten, Esq.
Attorneys for Plaintiffs Pamela Glover, Charles Ellis, and the Settlement Class

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Attorneys for Defendant Woodbolt Distribution, LLC