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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

EUNICE JOHNSON, individually, on behalf of )  
all others similarly situated, and the general )  
public, )

Plaintiff, )

v. )

TRIPLE LEAF TEA INC., )

Defendant. )

CASE NO. 3:14-cv-01570-MMC

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**CLASS ACTION**

**[PROPOSED] ORDER  
PRELIMINARILY APPROVING  
CLASS ACTION SETTLEMENT,  
CERTIFYING THE CLASS,  
APPOINTING CLASS  
REPRESENTATIVES AND CLASS  
COUNSEL, APPROVING NOTICE  
PLAN, AND SETTING FINAL  
APPROVAL HEARING**

Judge: Hon. Maxine M. Chesney  
Date: June 19, 2015  
Time: 9:00 a.m.  
Courtroom: 7 (19<sup>th</sup> Floor)

Complaint Filed: April 4, 2014

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After arms-length settlement discussions between Plaintiff Eunice Johnson and Defendant Triple Leaf Tea, Inc. (the “Parties”), the Parties have entered into a Settlement Agreement (“Agreement”) with respect to the above captioned matter dated May 15, 2015, which, if approved, would resolve this putative class action (“the Litigation”).

1           The capitalized terms used in this Preliminary Approval Order shall have the meanings  
2 and/or definitions given to them in the Agreement, or if not defined therein, the meanings and/or  
3 definitions given to them in this Preliminary Approval Order.

4           Plaintiff and Class Counsel maintain that the Litigation and the claims asserted therein  
5 are meritorious and that Plaintiff and the Class would have prevailed at trial. Notwithstanding,  
6 Plaintiff and Class Counsel state they have agreed to settle the Litigation pursuant to the  
7 provisions of the Agreement, after considering, among other things: (i) the substantial benefits to  
8 Plaintiff and the Class under the terms of this Agreement; (ii) the uncertainty of being able to  
9 prevail at trial; (iii) the uncertainty relating to Defendant's defenses and the expense of additional  
10 motion practice in connection therewith; (iv) the issues relating to proving damages on an  
11 individual Class Member basis; (v) the attendant risks of litigation, especially in complex actions  
12 such as this, as well as the difficulties and delays inherent in such litigation; and (vi) the  
13 desirability of consummating this Settlement promptly in order to provide effective relief to  
14 Plaintiff and the Class.

15           Plaintiff and Class Counsel agree that this Agreement is fair, reasonable, and adequate  
16 because, they argue, it provides substantial benefit to the Class, is in the best interests of the  
17 Class, and fairly resolves the claims alleged in this Litigation.

18           Defendant expressly denies any wrongdoing alleged in the pleadings in the Litigation,  
19 and does not admit or concede any actual or potential fault, wrongdoing, or liability in  
20 connection with any facts or claims which have been or could have been alleged against it in the  
21 Litigation. Defendant nonetheless considers it desirable for the Litigation to be settled and  
22 dismissed, because, it argues, the proposed settlement will: (i) avoid further expense and  
23 disruption of the management and operation of Defendant's business due to the pendency and  
24 defense of the Litigation; (ii) finally put Plaintiff's and the Class' claims and the underlying  
25 matters to rest; and (iii) avoid the substantial expense, burdens, and uncertainties associated with  
26 a potential finding of liability and damages for Plaintiff and the Class on the claims alleged in the  
27 Complaint in the Litigation.

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1 The Court has read and considered the Agreement and all exhibits thereto, including the  
2 proposed notices and claim form, and finds there is sufficient basis for: (1) granting preliminary  
3 approval of the Agreement; (2) certifying a class for settlement purposes; (3) appointing Plaintiff  
4 Eunice Johnson as Class Representative and her counsel as Class Counsel; (4) directing that  
5 Notice be disseminated to the Class; and (5) setting a hearing at which the Court will consider  
6 whether to grant final approval of the Agreement.

7 The Court now **GRANTS** the motion for preliminary approval and makes the following  
8 findings and orders:

9 1. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby certifies this  
10 Litigation as a class action on behalf of the following certified Class:

11 All persons who purchased, on or after April 4, 2010, Defendant's Dieter's Green  
12 Herbal Tea, Ultra Slim Herbal Tea, and/or Super Slimming Herbal Tea Products,  
13 in all sizes and package iterations, for personal or household use during the Class  
14 Period (April 4, 2010 to October 16, 2015). Excluded from the Class are Triple  
Leaf, its employees, parents, subsidiaries, affiliates, officers and directors, and  
those who purchased the Products for resale.

15 2. The Court finds that the Class meets the requirements of Rule 23(a), (b)(2), and  
16 (b)(3) of the Federal Rules of Civil Procedure. Joinder of all Class Members in a single  
17 proceeding would be impracticable, if not impossible, because of their numbers and dispersion.  
18 Common issues exist among Class Members and predominate over questions affecting  
19 individual Class Members only. In particular, each Class Member's claim depends on whether  
20 the representations made by Defendant on the packaging, labeling, and marketing of the  
21 Products, which were uniform throughout the United States, were misleading to a reasonable  
22 consumer. Plaintiff's claims are typical of, indeed identical, to those of the Class, as Plaintiff  
23 was exposed to Defendant's diet and health-related claims and purchased the Product(s) in  
24 reliance on those claims. Plaintiff and her counsel will fairly and adequately protect the interests  
25 of the Class, as Plaintiff has no interests antagonistic to the Class, and has retained counsel who  
26 are experienced and competent to prosecute this matter on behalf of the Class. Finally, a class  
27 settlement is superior to other methods available for a fair resolution of the controversy.

1           3.       The Court approves Eunice Johnson as Class Representative.

2           4.       Having considered the factors set forth in Rule 23(g)(1) of the Federal Rules of  
3 Civil Procedure, the Court appoints Plaintiff's counsel, the Law Offices of Ronald A. Marron,  
4 APLC, to serve as Class Counsel.

5           5.       The Court preliminarily approves the Agreement, finding that its terms appear  
6 sufficient, fair, reasonable, and adequate to warrant dissemination of Notice of the proposed  
7 settlement to the Class. The Agreement contains no obvious deficiencies and the Parties appear  
8 to have entered into the Agreement in good faith, following arms-length negotiation between  
9 their respective counsel. The Court's preliminary approval of this Agreement is made subject to  
10 further consideration at the Final Approval Hearing.

11           6.       Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court will  
12 hold a final approval hearing on November 13, 2015, at 9:00 a.m. (the "Final Approval Hearing  
13 Date"), in Courtroom 7, United States District Court for the Northern District of California, for  
14 the following purposes:

- 15           a.       finally determining whether the Class meets all applicable requirements of  
16 Federal Rules of Civil Procedure 23(a) and (b), and, thus, the Class' claims should be certified for purposes of effectuating the Settlement;
- 17           b.       determining whether the proposed Settlement of the Litigation on the  
18 terms and conditions provided for in the Agreement is fair, reasonable, and adequate and should be approved by the Court;
- 19           c.       considering the application of Class Counsel for an award of attorneys' fees and costs, as provided for in the Agreement;
- 20           d.       considering the application of the named Plaintiff for a class representative  
21 incentive award, as provided for in the Agreement;
- 22           e.       considering whether the Court should enter the [Proposed] Judgment,  
23 Final Order and Decree;
- 24           f.       considering whether the release by the Class Members of the Released  
25 Claims as set forth in the Agreement should be provided; and
- 26           g.       ruling upon such matters as the Court may deem just and appropriate.
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1           7.       Class Members must file and serve any objections to the proposed settlement no  
2 later than October 16, 2015, including any memoranda and/or submissions in support of the  
3 objections, which deadline will be set forth in the Class Notice.

4           8.       All papers in support of the Agreement must be filed with the Court and served at  
5 least fourteen (14) calendar days prior to the Final Approval Hearing Date. Any response to an  
6 objection must be filed and served at least fourteen (14) days prior to the Final Approval Hearing  
7 Date.

8           9.       Any application for an award of attorneys' fees and costs and class representative  
9 incentive award must be filed with the Court and served no later than August 11, 2015. After  
10 filing, the application for fees and costs and incentive award shall be posted on the Settlement  
11 Website for review by Class Members.

12           10.      The Court approves the form and procedure for disseminating Notice of the  
13 proposed Settlement to the Class as set forth in the Agreement, as modified by the Joint  
14 Supplemental Briefing, filed June 25, 2015. This Litigation concerns retail products for which  
15 the Parties do not have direct notice information for class members. Accordingly, the Notice  
16 Plan provides for notice to the Class by publication. The Court finds that the Notice Plan  
17 submitted by the Parties constitutes the best notice practicable under the circumstances, and  
18 constitutes valid and sufficient notice to the Class in full compliance with the requirements of  
19 applicable law, including Rule 23 of the Federal Rules of Civil Procedure and the Due Process  
20 Clause of the United States Constitution.

21           11.      Within thirty (30) days after the date of entry of this Order, Defendant shall  
22 disseminate the Class Notice in the form attached hereto as Exhibits A and B. The manner and  
23 form of such dissemination shall be as set forth in the Notice Plan attached as Exhibit D to the  
24 Agreement, as modified by the Joint Supplemental Briefing.

25           12.      The Court approves the designation of KCC to serve as the Court-Appointed  
26 Class Action Administrator for the settlement. The Class Action Administrator shall disseminate  
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1 Class Notice and supervise and carry out the Notice Plan, and other administrative functions, and  
2 shall respond to Class Member inquiries under the direction and supervision of the Court.

3 13. The Court directs the Class Action Administrator to establish a Class Settlement  
4 Website, making available copies of this Order, Class Notice, the Settlement Agreement and all  
5 exhibits thereto, a toll-free hotline, and such other information as may be of assistance to Class  
6 Members or required under the Agreement. The Class Settlement Website shall be made  
7 available to Class Members no later than July 13, 2015, and continuously thereafter until thirty  
8 (30) days after the Final Approval Hearing.

9 14. As set forth in the Agreement, within seven (7) calendar days of the date of this  
10 Order, Triple Leaf shall pay up to \$50,000, plus any additional sums ordered by the Court, for  
11 the purpose of Plaintiff providing notice to the Class, including all costs and expenses associated  
12 with the Class Notice, creating and maintaining the Class Settlement Website, and all other Class  
13 Action Administrator and Class Notice expenses. The Parties shall jointly retain the services of  
14 KCC as their Class Action Administrator but Triple Leaf shall bear the full cost of notice if final  
15 approval is not granted.

16 15. No later than fourteen (14) days prior to the Final Approval Hearing Date,  
17 Defendant, through the Class Action Administrator, shall file an affidavit and serve a copy on  
18 Class Counsel, attesting that notice was disseminated as required by the terms of the Notice Plan  
19 or as ordered by the Court. Defendant shall also notify Class Counsel of the costs of attaining  
20 the labeling changes per the injunctive relief set forth in the Agreement.

21 16. All Class Members shall be bound by all determinations and judgments in the  
22 Litigation concerning the settlement, whether favorable or unfavorable to the Class.

23 17. Any person falling within the definition of the Class may, upon his or her request,  
24 be excluded from the Class. Any such person must submit a completed request for exclusion to  
25 the Class Action Administrator postmarked or delivered no later than October 16, 2015 (“Opt-  
26 Out and Objection Deadline”). The Class Action Administrator shall promptly forward copies of  
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1 all requests for exclusion to Class Counsel and counsel for Defendant. Requests for exclusion  
2 purportedly filed on behalf of groups of persons are prohibited and will be deemed void.

3 18. Any Class Member who does not send a completed, signed request for exclusion  
4 to the Class Action Administrator postmarked or delivered on or before the Opt-Out and  
5 Objection Deadline will be deemed to be a Class Member for all purposes and will be bound by  
6 all further orders of the Court in this Litigation and by the terms of the settlement, if finally  
7 approved by the Court. The written request for exclusion must request exclusion from the Class,  
8 must be signed by the potential Class Member and include a statement indicating that the person  
9 is a member of the Class. All persons who submit valid and timely requests for exclusion shall  
10 not be bound by the Agreement, if approved by the Court, or by any Final Judgment and Order.

11 19. Any person falling within the definition of the Class may object to the Agreement.  
12 Objections purportedly filed on behalf of groups of persons are prohibited and will be deemed  
13 void. To be considered, all objections must be timely, in writing, signed and dated by the  
14 objector (or his or her attorney, if applicable), must reference the abbreviated name and case  
15 number of the Litigation, and must contain the following information: (i) the objector's name,  
16 address, and telephone number; (ii) the name, address, and telephone number of any attorney for  
17 the objector with respect to the objection; and (iii) the factual basis and legal grounds for the  
18 objection. Plaintiff or Defendant or both may take discovery regarding the objection, subject to  
19 Court approval.

20 20. If a Class Member hires an attorney to represent him or her in support of a timely  
21 and properly submitted objection, and the attorney wishes to appear at the Final Approval  
22 Hearing, in addition to the foregoing requirements, that attorney must (1) file both an entry of  
23 appearance and a notice of intention to appear and participate at the Final Approval Hearing with  
24 the Clerk of the Court no later than October 16, 2015, and (2) if said documents are not  
25 electronically filed, mail copies of the entry of appearance and the notice of intention to appear  
26 and participate at the Final Approval Hearing to Counsel for Defendant and Class Counsel,  
27 postmarked no later than October 16, 2015.

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1           21.     A Class Member who appears at the Final Approval Hearing, either personally or  
2 through counsel, will be permitted to argue only those matters that were set forth in the timely  
3 and validly submitted written objection filed by such Class Member. No Class Member shall be  
4 permitted to raise matters at the Final Approval Hearing that the Class Member could have raised  
5 in his/her written objection, but failed to do so, and all objections to the Agreement that are not  
6 set forth in a timely and validly submitted written objection are deemed waived.

7           22.     If a Class Member wishes to present witnesses or evidence at the Final Approval  
8 Hearing in support of a timely and validly submitted objection, all witnesses must be identified  
9 in the objection, and true and correct copies of all supporting evidence must be appended to, or  
10 filed and served with, the objection. Failure to identify witnesses or provide copies of supporting  
11 evidence in this manner waives any right to introduce such testimony or evidence at the Final  
12 Approval Hearing.

13           23.     All objections must be filed with the Clerk and served on the Parties' counsel no  
14 later than the Opt-Out and Objection Deadline. Objections filed after the Opt-Out and Objection  
15 Deadline will not be considered at the Final Approval Hearing. A Class Member's failure to  
16 submit a written objection within the Opt-Out and Objection Deadline, in conformance with the  
17 procedures set forth in the Class Notice, and above, waives any right the Class Member may  
18 have to object to the settlement, the Agreement, attorneys' fees and costs, or the Class  
19 Representative's incentive award.

20           24.     Any Class Member who fails to comply with the applicable provisions of the  
21 preceding paragraphs concerning their objection shall waive and forfeit any and all rights he or  
22 she may have to object, appear, present witness testimony, and/or submit evidence, shall be  
23 barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval  
24 Hearing, and shall be bound by all the terms of the Agreement, if approved by the Court, and by  
25 all the proceedings, orders, and judgments in the Litigation.

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1           25.     Class Members who do not oppose the settlement, the applications for attorneys’  
2 fees and costs, or Class Representative incentive award need not take any action to indicate their  
3 approval.

4           26.     Class Members are preliminarily enjoined from filing, commencing, prosecuting,  
5 intervening in, participating in, maintaining as class members or otherwise, directly or indirectly  
6 through a representative or otherwise, or receiving any benefits from, any lawsuit, arbitration,  
7 government action, administrative or regulatory proceeding or order in any jurisdiction, forum or  
8 tribunal asserting any Released Claims. In addition, all persons are preliminarily enjoined from  
9 filing, commencing or prosecuting a lawsuit as a class action (including by seeking to amend a  
10 pending complaint to include class allegations or by seeking class certification in a pending  
11 action in any jurisdiction) on behalf of Class Members, or asserting any Released Claims.  
12 Nothing herein shall require any Class Member to take any affirmative action with regard to  
13 other pending class action litigation in which he or she may be an absent class member.

14           27.     The Agreement and the proceedings and statements made pursuant to the  
15 Agreement or papers filed relating to the approval of the Agreement, and this Order, are not and  
16 shall not in any event be construed as, offered in evidence as, received in evidence as, and/or  
17 deemed to be evidence of a presumption, concession, or an admission of any kind by any of the  
18 Parties of (i) the truth of any fact alleged or the validity of any claim or defense that has been,  
19 could have been, or in the future might be asserted in the Litigation, any other litigation, court of  
20 law or equity, proceeding, arbitration, tribunal, investigation, government action, administrative  
21 proceeding, or other forum, or (ii) any liability, responsibility, fault, wrongdoing, or otherwise of  
22 the Parties. Defendant has denied and continues to deny the claims asserted by Plaintiff.  
23 Nothing contained herein shall be construed to prevent a Party from offering the Agreement into  
24 evidence for the purposes of enforcement of the Agreement.

25           28.     The certification of the Class shall be binding only with respect to the settlement  
26 of this Litigation. In the event that the Agreement is terminated pursuant to its terms or is not  
27 finally approved by the Court, or such approval is reversed, vacated, or modified in any material  
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1 respect by this or any other Court, the certification of the Class shall be deemed vacated, the  
2 Litigation shall proceed as if the Class had never been certified (including Defendant's right to  
3 oppose any subsequent motion for class certification), and no reference to the Class, the  
4 Agreement, or any documents, communications, or negotiations related in any way thereto shall  
5 be made for any purpose.

6 **IT IS SO ORDERED.**

7  
8 DATED: June 26, 2015



The Honorable Maxine M. Chesney  
UNITED STATES DISTRICT JUDGE

LEGAL NOTICE

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

**If you purchased a product manufactured by Triple Leaf Tea, Inc., your rights may be affected by a proposed class action settlement**

***Para una notificación en Español, llamar 1-800-XXX-XXX o visitar www.[\_\_\_\_\_]***

**WHAT IS THIS CASE ABOUT?**

A proposed settlement has been reached in a class action lawsuit in a case called *Johnson v. Triple Leaf, Inc.*, Case No. 3:14-cv-01570 MMC (N.D. Cal.). The lawsuit claims that labeling and marketing on diet tea and other supplement products manufactured or distributed by defendant Triple Leaf Tea, Inc. ("Triple Leaf") was false or deceptive. Triple Leaf stands by its advertising and denies it did anything wrong. The Court has not decided which side was right. Instead, the parties have decided to settle the case.

**ARE YOU A CLASS MEMBER?**

You are a class member if you purchased Triple Leaf, Inc.'s Dieter's Green Herbal Tea, Ultra-Slim Herbal Tea, and/or Super Slimming Herbal Tea Products in all sizes and package iterations, for personal or household use between April 4, 2010 and October 16, 2015 (the "Products"). Excluded from the Class are Triple Leaf, its employees, parents, subsidiaries, affiliates, officers and directors, and those who purchased the Products for resale. You should read the entire Notice carefully because your legal rights are affected whether you act or not.

**WHAT DOES THIS SETTLEMENT PROVIDE?**

Triple Leaf has agreed to make certain changes to the manner in which it labels and advertises the Products, and has also agreed to remove an ingredient from the Products. The complete Settlement Agreement is found at [www.XXXXXX.com](http://www.XXXXXX.com).

**WHAT HAPPENS NOW?**

The Court will hold a hearing in this case on November 13, 2015 at 9:00 a.m. at the federal courthouse located at 450 Golden Gate Ave., San Francisco, CA 94102, to consider final approval of the settlement, payment of attorneys' fees of \$250,000 inclusive of costs, an incentive awards of \$1,500 for the Class Representative in the lawsuit, and related

issues. The motion(s) by Class Counsel for attorneys' fees and costs and incentive award for the Class Representative will be available for viewing on the settlement website after they are filed. You may appear at the hearing in person or through your attorney at your own cost, but you are not required to do so.

**WHAT ARE YOUR OPTIONS?**

<b>EXCLUDE YOURSELF</b>	Get out of the lawsuit and the settlement. If you do not want to be bound by the settlement, you must send a letter to the Class Action Administrator at the address below requesting to be excluded. The letter must be <b>postmarked by October 16, 2015</b> . If you exclude yourself, you can sue the manufacturer of the Products for the claims alleged in this lawsuit.
<b>OBJECT OR COMMENT</b>	Write the Court about why you do, or do not, like the settlement. If you want to object to the settlement you must <b>file a written statement with the Court by October 16, 2015</b> .
<b>DO NOTHING</b>	If you do not exclude yourself from the settlement, you will be bound by the Court's decisions.

Your rights and options – and the deadlines to exercise them – are only summarized in this notice. The Detailed Notice describes, in full, how to file a claim, object, or exclude yourself and provides other important information. For more information and to obtain a Detailed Notice, claim form or other documents, visit [www.XXXX.com](http://www.XXXX.com), call toll-free **1-800-XXX-XXXX**, or write to the Class Action Administrator at: **[TBD]**

## NOTICE OF CLASS ACTION SETTLEMENT

**IF YOU PURCHASED ONE OF THE TRIPLE LEAF TEA PRODUCTS LISTED BELOW, BETWEEN APRIL 4, 2010 AND OCTOBER 16, 2015, IN THE UNITED STATES FOR PERSONAL OR HOUSEHOLD USES, PLEASE READ THIS NOTICE CAREFULLY, AS IT DESCRIBES A SETTLEMENT THAT MAY AFFECT YOUR RIGHTS.**

**Included Products:** Dieter's Green Herbal Tea, Ultra-Slim Herbal Tea, and/or Super -Slimming Herbal Tea Products, in all sizes and package iterations (the "Products")

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

### **What is this Lawsuit About?**

Plaintiff brought a class action lawsuit in the Northern District of California on behalf of purchasers of the above Triple Leaf, Inc. ("Triple Leaf") products, in a case called *Johnson v. Triple Leaf, Inc.*, Case No. 3:14-cv-01570 MMC (N.D. Cal.). The case alleges that Defendant Triple Leaf made false and misleading claims, and breached express and implied warranties regarding its Products. Defendant denies Plaintiff's allegations and continues to stand by its products and advertising. Before a trial could resolve Plaintiff's allegations, Plaintiff and Defendant reached a settlement.

The full settlement agreement and court documents associated with this case can be viewed at [www.XXXXXXXXXClassActionSettlement.com](http://www.XXXXXXXXXClassActionSettlement.com), or by contacting the Class Action Administrator at the address listed at the end of this notice.

### **What are the Terms of the Settlement?**

Defendant has agreed to certain modifications of the labeling and packaging for their products as follows:

#### Dieter's Green:

- The name of Dieter's Green will be changed to Diet Green.
- Whorled mallow, an ingredient at issue in the Complaint, has been removed from this tea.
- The statement that "Research indicates that green tea's antioxidants help promote health metabolism[]" has been removed.
- The statement that "Recently, here in the West, people have discovered the value of this ancient system which focuses on aiding the body's own healing mechanisms through restoring harmony and balance[]" has been removed.
- The statement that "The Chinese System of herbology has been recorded in ancient texts which are studied and employed even today[]" has been removed.
- The statement that "This time tested knowledge has been passed on from generation to generation over the centuries[]" has been removed.

- The statement, “Remember when dieting to follow a balanced weight loss diet . . .” has been removed.
- The warning that “This tea is not intended to be used for chronic constipation or as an aid to lose weight” has been added.
- The warning that “Frequent or prolonged use of laxatives may result in dependence on laxatives” has been added.
- In addition to the required Senna Notice, the warning that “Senna may result in abdominal pain, cramping, and loose or watery stools” has been added.

#### Ultra Slim

- Whorled mallow, an ingredient at issue in the Complaint, has been removed from this tea.
- The statement that “Recently, here in the West, people have discovered the value of this ancient system which focuses on aiding the body’s own healing mechanisms through restoring harmony and balance[]” has been removed.
- The statement that “The Chinese System of herbology has been recorded in ancient texts which are studied and employed even today[]” has been removed.
- The statement that “This time tested knowledge has been passed on from generation to generation over the centuries[]” has been removed.
- The statement, “Remember when dieting to follow a balanced weight loss diet . . .” has been removed.
- The warning that “This tea is not intended to be used for chronic constipation or as an aid to lose weight” has been added.
- The warning that “Frequent or prolonged use of laxatives may result in dependence on laxatives” has been added.
- In addition to the required Senna Notice, the warning that “Senna may result in abdominal pain, cramping, and loose or watery stools” has been added.

#### Super Slimming

- The name of Super Slimming will be changed to Super Slim.
- Whorled mallow, an ingredient at issue in the Complaint, has been removed from this tea.
- The statement that “Recently, here in the West, people have discovered the value of this ancient system which focuses on aiding the body’s own healing mechanisms through restoring harmony and balance[]” has been removed.
- The statement that “The Chinese System of herbology has been recorded in ancient texts which are studied and employed even today[]” has been removed.
- The statement that “This time tested knowledge has been passed on from generation to generation over the centuries[]” has been removed.
- The statement, “Remember when dieting to follow a balanced weight loss diet . . .” has been removed.
- The warning that “This tea is not intended to be used for chronic constipation or as an aid to lose weight” has been added.

- The warning that “Frequent or prolonged use of laxatives may result in dependence on laxatives” has been added.
- In addition to the required Senna Notice, the warning that “Senna may result in abdominal pain, cramping, and loose or watery stools” has been added.

In addition, the FDA Disclaimer will remain on the Products’ packaging in a legible font size and will be conspicuously displayed on the package in a readable font color, in comparison to any background coloring on the package. Defendant will modify its website to comport with the modifications to the Products’ packaging and labeling, set forth above.

The parties have also agreed that the costs to administer this Settlement and provide notice, reasonable attorneys’ fees and a Class Representative incentive award to the named Plaintiff will be paid for by the Defendant. Class Counsel may request attorneys’ fees and costs from the Defendant of no more than \$250,000, and an incentive award to the named Plaintiff of \$1,500. The final amount of attorneys’ fees and costs and Class Representative Incentive Award will be determined by the Court. All Class Members who do not request exclusion from this Settlement will forever release all claims for purchases made from April 4, 2010 to October 16, 2015 related to the allegations in this case, other than personal injury claims, which are not released by the Settlement.

#### **Who is Included in the Settlement?**

“Class Members” means all U.S. consumers who purchased the Defendant’s Products (listed above) for household or personal use during the Class Period (April 4, 2010 to October 16, 2015) are included. Excluded from the Class are: Triple Leaf; persons who during or after the Class Period were officers or directors of Triple Leaf, or any corporation, trust or other entity in which Triple Leaf has a controlling interest; Triple Leaf employees; the members of the immediate families of Triple Leaf employees or their successors, heirs, assigns and legal representatives; and any judicial officer hearing this Litigation, as well as their immediate family members and employees.

#### **Can I Exclude Myself from the Settlement?**

Yes. If you are a Class Member, you may request exclusion by sending a letter signed by you personally, requesting to be “excluded” from this Settlement to the Class Action Administrator at the address provided at the end of this notice. If you exclude yourself, your claims against the Defendant will not be released. **TO BE VALID, ALL EXCLUSION REQUESTS MUST BE POSTMARKED NO LATER THAN OCTOBER 16, 2015.**

#### **Can I Object to the Settlement?**

Yes. If you are a Class Member and do not request exclusion, you or your attorney on your behalf may object to the Settlement. Such objection must be in writing and must provide evidence that you are a Class Member. The procedures for submitting a written objection are identified below: A written and signed objection as well as any support for your objection including documents sufficient to establish the basis for your standing as a Class Member (i.e., verification under oath as to the approximate date(s) and location(s) of your purchase of the Product(s)) *must be filed with the Court and served on all of the following with a postmark*

*no later than October 16, 2015.*

**Class Counsel (who will share objections with defense counsel):**

Ronald A. Marron  
Law Offices of Ronald Maron, APLC  
651 Arroyo Drive  
San Diego, CA 92103  
Telephone: 619-696-9006

**For the Court:**

Clerk of Court  
U.S. District Court  
Northern District of California  
450 Golden Gate Avenue  
San Francisco, CA 94102  
Telephone: 415-522-2000

**For the Class Action Administrator  
[Address TBD]**

Any objection related to the Settlement Agreement shall contain a caption or title that identifies it as “Objection to Class Settlement in Johnson v. Triple Leaf, No. 3:14-cv-01570-MMC” and shall also contain information sufficient to identify the objecting Class Member, as well as a clear and concise statement of the Class Member’s objection, the facts supporting the objection, and the legal grounds on which the objection is based. If an objector chooses to appear at the hearing, then a notice of intention to appear, either in person or through an attorney, must be filed with the Court by October 16, 2015. This notice must list the name, address and telephone number of the attorney, if any, who will appear.

**What if I do Nothing?**

IF YOU DO NOTHING, AND THE COURT APPROVES THE SETTLEMENT, YOU WILL NO LONGER HAVE THE ABILITY TO SUE FOR MONETARY DAMAGES OR INJUNCTIVE RELIEF WITH RESPECT TO YOUR PURCHASE OF THE AFFECTED TRIPLE LEAF PRODUCTS DURING THE CLASS PERIOD, AND YOUR CLAIMS DURING THE CLASS PERIOD WILL BE RELEASED AND DISMISSED.

**Who Represents the Class Members?**

The Law Offices of Ronald A. Marron (“Class Counsel”) were appointed by the Court to represent you. Class Members have the right to hire their own lawyers, at their own expense, although there is no obligation to do so, and Class Counsel will represent all Class Members in this lawsuit who do not retain their own lawyer.

**How will Class Counsel be Paid?**

Defendant has agreed that Class Counsel may seek an award of attorneys’ fees and costs. If the Court approves the award, Defendant has agreed to pay Class Counsel’s attorneys’ fees and

costs, up to \$250,000, subject to Court approval. Class Members are not responsible for paying Class Counsel.

**When will the Court Hold a Hearing to Consider the Settlement?**

On November 13, 2015 at 9:00 a.m., a U.S. District Court Judge for the Northern District of California will hold a hearing (the “Fairness Hearing”) in Department 7 of the Courthouse located at 450 Golden Gate Avenue, San Francisco, CA 94102. At the hearing, the Court will decide whether to approve the Settlement and will determine the amount of attorneys’ fees and costs and Plaintiff’s incentive award. You or your lawyer may appear at the Fairness Hearing *but do not have to do so*.

**How Can I Obtain More Information?**

Class Members can ask questions and review court documents associated with this case at [www.XXXXXClassActionSettlement.com](http://www.XXXXXClassActionSettlement.com), or by writing the Class Action Administrator at [TBD].

**PLEASE DO NOT CONTACT THE COURT OR CLERK’S OFFICE  
REGARDING THIS NOTICE.**