

*Larry Tran, et al. v. Good Karma Food Technologies, Inc., et al.*  
(Los Angeles Superior Court Case No. BC561218)

**STIPULATION OF SETTLEMENT**

The parties to this Stipulation Of Settlement ("**Settlement Agreement**") are plaintiff Larry Tran ("**Tran**" or "**Plaintiff**"), on the one hand, and defendant Good Karma Foods, Inc. ("**GKF**")<sup>1</sup>, on the other hand, and their counsel of record. Tran and GKF are collectively referred to as the Parties. The Parties have agreed, subject to court approval, to a class-wide settlement on the following terms:

**1. The Class, Products, and Settlement Class Period**

As part of the settlement, the Parties stipulate to the certification, for settlement purposes only, of the following class (the "**Class**"):

All Persons who made an in-person purchase in the State of California, or an internet or phone purchase for delivery to a California address, of any of the Products during the Settlement Class Period. Excluded from the Class are: (a) Defendant's employees, officers and directors; (b) Class Counsel and its employees, officers and directors; (c) Defendant's Counsel and its partners, employees, officers and directors; (d) Persons who purchased the Products for the intended or actual use of distribution, re-sale or donation; and (e) the Court, the Court's immediate family, and Court staff.

"**Products**" means: Good Karma brand "Classic" flaxmilk in Original, Vanilla and Unsweetened flavors, in the Half Gallon (1.89 L) size;<sup>2</sup> Good Karma brand "Protein Plus" flaxmilk in Unsweetened Original and Unsweetened Vanilla flavors, in the Half Gallon (1.89 L) size;<sup>3</sup> and Good Karma brand "Flax Delight" flaxmilk in Original, Vanilla and Unsweetened Original flavors, in the 1.89 L or 946 mL size.<sup>4</sup> The singular "**Product**" means any of the "Products."

"**Settlement Class Period**" means the period from October 20, 2010, up to and including May 30, 2015.

"**Settlement Class Member(s)**" or "**Member(s) of the Settlement Class**" means a member of the Class who has not made a timely request to be excluded from the Class.

"**Litigation**" means the lawsuit captioned *Larry Tran, et al. v. Good Karma Food Technologies, Inc., et al.*, Los Angeles Superior Court Case No. BC561218, consisting of the original complaint and all claims and defenses raised by the pleadings.

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<sup>1</sup> GKF is a Delaware corporation, and GKF is the successor in interest to Good Karma Food Technologies, Inc., a former Wisconsin corporation.

<sup>2</sup> The Classic products were first sold in November 2011.

<sup>3</sup> The Protein Plus products were first sold in June 2013.

<sup>4</sup> The Flax Delight products were first sold in 2012.

## 2. Settlement Benefits to the Class

### (a) Settlement Fund

GKF will establish a non-reversionary settlement fund in the amount of \$350,000.00 (the "**Settlement Fund**"). After subtracting from the Settlement Fund Class Counsel's fees and litigation costs, a service award to the Class Representative, notice costs to the Class, and settlement administration costs, the remaining amount (the "**Net Settlement Fund**") shall be used to pay, each and every Eligible Claim made by Settlement Class Members.

### (b) Other Relief

By no later than 30 days following the Effective Date (the "Injunctive Relief Effective Date"), GKF agrees not to use the phrase "all natural" on any printed packaging or other advertising for any of the Products, and GKF agrees not to use the word "natural" on any printed packaging or other advertising as it relates to any Products' attribute or ingredient, unless expressly permitted by federal labeling regulations (i.e. Natural Flavors). The use of the word "natural" in advertising of any of the Products in a context that does not refer to product design, attributes or ingredients is not precluded by this Settlement Agreement. Sales of any Products in packaging printed prior to the Injunctive Relief Effective Date shall not constitute a violation of this Settlement Agreement.

## 3. Eligible Claims

(a) To be eligible for a cash payment from the Net Settlement Fund, the Settlement Class Member must timely submit an Eligible Claim ("**Eligible Claim**"). An Eligible Claim will require: (1) a completed and signed Claim Form (which may be manually or electronically completed and signed) under penalty of perjury, (2) the Claim Form must be submitted online (through the Settlement Website established by the Settlement Administrator), by postal mail, or via facsimile on or before the Claim Deadline ("**Claim Deadline**" which shall be 90 days from the date notice to the Class is first posted on TopClassActions.com), (3) the Claim Form must contain a complete, legible name and mailing address for the claimant, and (4) the Claim Form must identify one or more of the Products purchased (i.e., Classic, Protein Plus or Flax Delight) and the name of the retailer from which each Product was purchased. The Claim Form ("**Claim Form**") shall be substantially in the form attached hereto as Exhibit A and will be available online at the Settlement Website, and available upon request from the Settlement Administrator.

(b) The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only legitimate claims. Such procedures will include, without limitation, comparing the retailer information against a list of retailers that sold the Products and screening for duplicate claims. The Claim Form will also request an e-mail address for each Claimant, but an e-mail address will not be required to be eligible for a cash payment. The determination of the Settlement Administrator, after consultation with Class Counsel and GKF's counsel, concerning the eligibility and amount of payment shall be final.

(c) Only 1 Claim Form is allowed per address. The Claim Form will state that multiple Claim Forms submitted with the same address will result in all claims for that address, except for the first Eligible Claim Form received for that address, being declared ineligible.

(d) Only 1 Claim Form is allowed per person. Duplicate Claim Forms by the same person will be determined by comparing (1) name and address, (2) name and email address and (3) name and IP address. The Claim Form will state that multiple Claim Forms submitted by the same person will result in all claims from that person being declared ineligible.

(e) If a claimant has an out-of-California address, but asserts he/she purchased one or more Products in California or for delivery to a California address, such claimant must additionally identify the dates when he/she was in California and made the purchase(s), and, for any purchase(s) made for delivery to a California address, must identify the delivery address in California.

(f) The maximum cash recovery is limited to 10 cartons per claimant. A claimant may make a claim for one type of Product or, alternatively, may make a claim for a combination of different Products (i.e., can assert a claim for Classic, Protein Plus, and/or Flax Delight Products), but regardless of the Product(s) identified in the Claim Form, a claimant may only obtain cash recovery for up to, and no more than, 10 cartons of Products. In the event a claimant's Claim Form identifies more than 10 cartons of Products, such Claim Form will be treated as though the first 10 cartons identified by the Claimant in the Claim Form are the only Products for which a claim is made by that Claim Form.

(g) For each carton of the Classic flaxmilk, Class members may seek reimbursement for \$3.00 per carton. For each carton of the Protein Plus flaxmilk Class members may seek reimbursement for \$.25 per carton. For each carton of the Flax Delight flaxmilk, Class members may seek reimbursement for \$.25 per carton.

(h) If the value of all Eligible Claims exceeds the Net Settlement Fund, then each claimant's award shall be proportionately reduced (so that the total paid to satisfy Eligible Claims does not exceed the Net Settlement Fund).

(i) Not later than 60 days from the Effective Date or 60 days from the Claim Deadline, whichever is later, the Settlement Administrator shall mail payment, in the form of a check, to each Settlement Class Member who submitted an Eligible Claim. The amount of each check shall be in the amount of the respective Settlement Class Member's respective share of the Net Settlement Fund based upon his/or her Eligible Claim and, if applicable, proportionate reduction. Each such check shall be valid for 120 days from the date it is mailed to a Settlement Class Member. Each such check that remains un-cashed, un-negotiated or otherwise not claimed after 120 days shall be void and the value thereof shall be considered residual funds.

#### **4. Residual Funds and Distribution**

Any and all residual funds (including those remaining in the Net Settlement Fund after payment of all Eligible Claims, and those remaining due to un-cashed, un-negotiated or otherwise un-claimed checks) shall be distributed as a *cy pres* distribution. The *cy pres* distribution will consist of the distribution to one or more appropriate charities to be agreed upon by the Parties and proposed to the Court in connection with the motion for preliminary approval. If, however, for any reason, any or all of the selected charity(ies) proposed by the Parties are not approved by the Court, any such decision by the Court shall not affect the enforceability of the settlement because the Parties agree to propose alternative charity(ies) until the Court determines

that, in the Court's view, each charity(ies) proposed would be a proper recipient(s) of the residual funds.

## **5. Administration of Settlement**

(a) The Parties will mutually select and propose to the Court a third-party class action settlement administrator ("**Settlement Administrator**") to administer this settlement.

(b) The Settlement Administrator shall assist with various administrative tasks, including, without limitation, (a) arranging for publication on TopClassActions.com, (b) handling returned mail not delivered to claimants, (c) answering inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel or their designee, (d) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion to the settlement, (e) establishing and maintaining the Settlement Website through the Claim Deadline, (f) receiving and processing claims and distributing payments to Settlement Class Members, and (g) otherwise assisting with administration of the Settlement Agreement.

(c) GKF's contract with the Settlement Administrator shall obligate the Settlement Administrator to abide by the following performance standards:

i. The Settlement Administrator shall accurately and neutrally describe, and shall train and instruct its employees and agents to accurately and objectively describe, the provisions of this Settlement Agreement in communications with Settlement Class Members;

ii. The Settlement Administrator shall provide prompt, accurate and objective responses to inquiries from Class Counsel or their designee, GKF and/or GKF's Counsel.

## **6. Notice to the Class**

Notice of this proposed settlement shall be provided to the Class through the following methods:

### **(a) TopClassActions.com Notice**

Notice to the Class shall be posted on the TopClassActions.com website for a period of 90 days at a cost not to exceed \$5,000. The TopClassActions.com notice shall also provide a link to the Settlement Website and/or inform Class members about the URL of the Settlement Website. GKF shall contract with TopClassActions.com and pay this cost to TopClassActions.com from the Settlement Fund. The Online Advertising Proposal from TopClassActions.com concerning the Advertising Methods that it will provide are attached hereto as Exhibit B.

### **(b) USA Today Notice**

On 4 separate dates, short-form notice to the Class shall be published, in the USA Today, in the Marketplace Classified, in a form and size substantially similar to that attached hereto as Exhibit C. GKF shall contract with USA Today to publish this notice and GKF will pay USA Today the costs for this notice from the Settlement Fund.

(c) **Settlement Website Notice**

The Settlement Administrator shall establish and maintain a Settlement Website, which contains a description of the settlement terms, including but not limited to a viewable and printable long-form notice ("**Full Notice**"), and which allows Settlement Class Members to complete and submit an electronic version of the Claim Form online. The Full Notice shall be substantially in the form attached hereto as Exhibit D.

(d) **Telephone Number For Settlement Class Members**

The Settlement Administrator shall establish and maintain a toll-free telephone number, which Class members may use to call the Settlement Administrator about this settlement.

7. **Opt-Outs.**

Class members will have until sixty (60) days after the date when the notice to the Class is first published on TopClassActions.com to exclude themselves from the Class (the "**Opt-Out Deadline**"). Class members may opt out by timely sending a written request postmarked no later than the Opt-Out Deadline to the Settlement Administrator. Class members who timely opt out of the settlement: (a) will not be a part of the settlement, (b) will have no right to receive any benefits under the settlement, (c) will not be bound by the terms of the settlement, and (d) will not have any right to object to the terms of the settlement at the fairness hearing. The written request for exclusion must state the title and case number of this Litigation, request exclusion from the Class, provide the name, address and telephone number of the requestor, must be signed by the requestor, and include a statement of the Product(s) that the requestor purchased and the date(s) and retailer(s) from which the requestor made the purchase indicating that the requestor is a member of the Class. A list reflecting all requests for exclusion shall be provided by the Settlement Administrator to Class Counsel and GKF's Counsel at least twenty (20) days before the fairness hearing. Any Class member who does not file a timely written request for exclusion as provided in this paragraph shall be bound by all subsequent proceedings, orders and the Judgment in this Litigation, even if he or she has pending, or subsequently initiates, litigation, arbitration or any other proceeding against any of the Defendants concerning the Released Claims.

8. **Objections.**

(a) Any Settlement Class Member, on his or her own, or through an attorney hired at his or her own expense, may object to the terms of this Settlement Agreement. Any such objection must be filed with the Court and also served on Class Counsel and GKF's Counsel. To be effective, any such objection must be in writing and include the contents described in Paragraph 8(c), below, and must be filed and served no later than sixty (60) days after the date the notice is first posted on TopClassActions.com, or as the Court otherwise directs. Any objections not raised properly and timely will be waived.

(b) Any Settlement Class Member, on his or her own, or through an attorney hired at his or her own expense, may object to Class Counsel's motion for an award of attorneys' fees and costs and/or the Class Representative's motion for an incentive award. Such motion will be posted on the Settlement Website no later than thirty (30) days before the fairness hearing scheduled by the Court. Any objection must be filed with the Court and also served on Class Counsel and GKF's Counsel. To be effective, any such objection must be in writing and include

the contents described in Paragraph 8(c), below, and must be filed and served no later than twenty-one (21) days before the fairness hearing, or as the Court otherwise directs. Any objections not raised properly and timely will be waived.

(c) To be effective, any objection described in Paragraph 8(a) or 8(b) must contain all of the following information:

- i. A reference at the beginning to this case, *Larry Tran, et al. v. Good Karma Food Technologies, Inc., et al.*, Los Angeles Superior Court Case No. BC561218;
- ii. The objector's full name, address, and telephone number;
- iii. A written statement of all grounds for the objection, accompanied by any legal support for such objection;
- iv. Copies of any papers, briefs, or other documents upon which the objection is based;
- v. A list of all persons who will be called to testify in support of the objection; and
- vi. A statement of whether the objector intends to appear at the fairness hearing. If the objector intends to appear at the fairness hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the fairness hearing.

## **9. Requests To Appear.**

The Parties will request that the Court enter an order requiring any Settlement Class Member who requests to be heard orally at the fairness (final approval) hearing to file with the Court and serve on Class Counsel and GKF's Counsel a written notice of intention to appear at the fairness hearing ("**Notice of Intention to Appear**"). The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her counsel) will present to the Court in connection with the fairness hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in complete accordance with specifications set forth in the Full Notice, subject to approval by the Court, may be barred from speaking or otherwise presenting any views at the fairness hearing. To be timely, a Notice of Intention to Appear concerning Class Counsel's motion for Class Counsel's fees and costs and/or the Class Representative's incentive award must be postmarked no later than twenty-one (21) days before the fairness hearing. To be timely, a Notice of Intention to Appear concerning any other matter about the Settlement Agreement must be postmarked no later than sixty (60) days after the date notice to the Class is first posted on the TopClassActions.com website.

## **10. Class Representative and Class Counsel**

GKF shall not object to, oppose or otherwise contest the designation and appointment of Tran as class representative ("**Class Representative**") for the Settlement Class Members, and

Chant Yedalian of Chant & Company A Professional Law Corporation as class counsel ("**Class Counsel**") for the Settlement Class Members.

**11. Incentive (Service) Award to Plaintiff**

As part of the settlement, GKF will not object to, oppose or otherwise contest Tran receiving an incentive payment of up to \$5,000, to compensate him for his services as Class Representative. The award, if and when issued by the Court, will be paid from the Settlement Fund by delivering a check (payable to "Larry Tran") to Class Counsel within 10 days of the Effective Date. The award will be in addition to any other benefit to which Tran will be entitled under the settlement as a Class member.

**12. Class Counsel's Fees and Costs**

As part of the settlement, GKF will not object to, oppose or otherwise contest Class Counsel receiving an award of attorney's fees of up to \$116,666.66, to be paid from the Settlement Fund, plus an award of Class Counsel's litigation costs of up to \$2,000, also to be paid from the Settlement Fund. The awards, if and when issued by the Court, will be paid from the Settlement Fund by delivering a check to Class Counsel, payable to "Chant & Company A Professional Law Corporation," within 10 days of the Effective Date.

**13. Settlement Shall Survive Any Intervening Change of Law**

The Parties agree and intend that the settlement and its validity and enforceability shall not be affected by any future change, modification, reversal or clarification of the law, nor shall any future change, modification, reversal or clarification of the law provide either of the Parties with grounds to oppose preliminary or final approval of the settlement.

**14. Release by the Class**

(a) "**Released Claims**" means any and all actions, claims, demands, rights, suits, damages, costs, expenses, penalties, attorneys' fees and causes of action of whatever kind or nature, known or unknown, suspected or unsuspected, in law or equity, that arose during the Settlement Class Period and arise, in any manner whatsoever, out of any facts alleged by Plaintiff in the Litigation. The Released Claims include, without limiting the foregoing definition, all claims asserting any of the Products or Products' ingredients are not "natural," all claims challenging the truth or accuracy of the statements (1) "All natural and super nutrition," (2) "NATURAL DAIRY FREE FLAX BEVERAGE\*" in conjunction with the statement "\*added vitamins & minerals," and/or (3) "ALL NATURAL FLAXMILK." The Parties acknowledge and agree that personal injury claims are not part of any of the facts alleged by Plaintiff in the Litigation and personal injury claims are not included within the Released Claims.

(b) "**Released Persons**" means and includes Defendants (Good Karma Foods, Inc., a Delaware corporation, and Good Karma Food Technologies, Inc., a former Wisconsin corporation), their owners, subsidiaries, affiliates, joint-ventures, partners, members, divisions, distributors, wholesalers, retailers, re-sellers, licensors, suppliers, officers, directors, employees, shareholders, agents, attorneys, administrators, successors, predecessors, insurers,

spokespersons, public relations firms, advertising agencies, co-packers, packagers and assigns of all such persons or entities.

(c) As of the Effective Date, and except as to such rights or claims created by the settlement, Plaintiff and each Settlement Class Member, and each of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons. In connection with the Released Claims (defined at paragraph 14.(a), above, including the time period therein), each Settlement Class Member shall be deemed to have waived any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code and any statute, rule, and legal doctrine similar, comparable, or equivalent to California Civil Code § 1542, which reads as follows:

*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.*

**15. Effective Date**

The settlement shall become effective (the "**Effective Date**") upon the entry of a final order and judgment ("**Judgment**") by the court and the Judgment becoming final by virtue of it having become final and nonappealable through (i) the expiration of all allowable periods for appeal or discretionary appellate review without an appeal or request for discretionary appellate review having been filed, or (ii) final affirmance of the Judgment on appeal or remand, or final dismissal or denial of all such appeals and requests for discretionary review. The Court shall retain continuing jurisdiction over the interpretation, implementation and enforcement of the settlement.

**16. Cooperation to Effectuate Settlement**

The Parties agree to cooperate and take all steps necessary and appropriate to effectuate the settlement. The Parties shall diligently work together to seek preliminary and final court approval of the settlement. In the event that the Court fails to issue a preliminary approval order, or fails to issue a final approval order, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) identified by the Court.

**17. Parties To Bear Own Attorney Fees and Costs Except As Otherwise Provided Herein**

The Parties shall each bear their own attorneys' fees and costs, except as provided in this Settlement Agreement.

**18. No Prior Assignments.**

The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or

entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged in this Settlement Agreement, except as set forth in this Settlement Agreement.

**19. No Admission.**

Nothing contained in this Settlement Agreement, nor the consummation of the Settlement Agreement, is to be construed or deemed an admission of liability, culpability, or wrongdoing on the part of any of the Parties.

**20. No Tax Advice.**

No provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will be construed or relied upon as, tax advice. Each of the Parties has relied exclusively upon his, her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement. None of the Parties has entered into this Settlement Agreement based upon the recommendation of any of the other Parties or any attorney or advisor to any of the other Parties.

**21. Notices.**

Unless otherwise specifically provided in this Settlement Agreement, all notices, demands or other communications given under this Settlement Agreement shall be in writing and addressed as follows (subject to the right of each of the Parties to designate another address and/or telephone number should such change):

**To Plaintiff and/or the Settlement Class Members:**

Chant Yedalian, Esq.  
CHANT & COMPANY  
A Professional Law Corporation  
1010 N. Central Ave.  
Glendale, CA 91202  
Phone: 877.574.7100

**To GKF:**

Steven J. Goon, Esq.  
RUTAN & TUCKER, LLP  
611 Anton Blvd., Suite 1400  
Costa Mesa, CA 92626  
Phone: 714.641.5100

**22. Construction.**

The terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and their counsel. As a result, this Settlement Agreement will not be construed in favor of or against any of the Parties by reason of

the extent to which any of the Parties or his, her or its counsel participated in the drafting of this Settlement Agreement.

**23. Headings and Interpretations.**

The paragraph titles, headings, and captions in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is contractual and not merely a recital.

**24. Modification.**

This Settlement Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and their counsel and approved by the Court.

**25. Integration.**

This Settlement Agreement contains the entire agreement between the Parties relating to the settlement. All prior or contemporaneous agreements (including but not limited to the Memorandum of Understanding of Settlement ("**MOU**") entered on September 14, 2015), understandings, representations, and statements, whether oral or written, are merged into this Settlement Agreement. No rights under this Settlement Agreement may be waived except in writing.

**26. Agreement Binding.**

This Settlement Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

**27. Class Counsel Signatories.**

Because the number of Members of the Settlement Class could potentially be large, it is impossible or impractical to have each Member of the Settlement Class execute this Settlement Agreement. The Full Notice to the Class described above will advise all Class members of the of the binding nature of the releases in this Settlement Agreement. Such Full Notice, when approved by the Court and completed by the Parties, will have the same force and effect as if this Settlement Agreement were executed by each Class member who does not timely opt out of the Settlement.

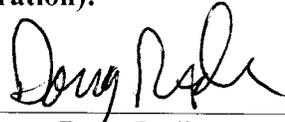
**28. Counterparts**

This Settlement Agreement may be executed and delivered in counterparts, each of which, including but not limited to pages transmitted by facsimile or in electronic PDF file format, when so executed and delivered, shall be deemed to be an original.

**AGREED TO AND ACCEPTED:**

Dated: December 22<sup>nd</sup>, 2015

**Defendant Good Karma Foods, Inc., a Delaware corporation (and successor in interest to Good Karma Food Technologies, Inc., a former Wisconsin corporation):**

By:   
Doug Radi  
As its Chief Executive Officer

Dated: December \_\_\_\_\_, 2015

**Counsel for Defendant Good Karma Foods, Inc.:**

RUTAN & TUCKER, LLP

By: \_\_\_\_\_  
Steven J. Goon, Esq.

Dated: December \_\_\_\_\_, 2015

**Plaintiff Larry Tran:**

By: \_\_\_\_\_  
Larry Tran

Dated: December \_\_\_\_\_, 2015

**Counsel for Plaintiff and the Settlement Class Members:**  
CHANT & COMPANY  
A Professional Law Corporation

By: \_\_\_\_\_  
Chant Yedalian

**AGREED TO AND ACCEPTED:**

Dated: December \_\_\_\_\_, 2015

**Defendant Good Karma Foods, Inc., a  
Delaware corporation (and successor in  
interest to Good Karma Food  
Technologies, Inc., a former Wisconsin  
corporation):**

By: \_\_\_\_\_  
Doug Radi  
As its Chief Executive Officer

Dated: December 22, 2015

**Counsel for Defendant Good Karma  
Foods, Inc.:**

RUTAN & WICKER, LLP

By: \_\_\_\_\_  
Steven J. Goon, Esq.

Dated: December \_\_\_\_\_, 2015

**Plaintiff Larry Tran:**

By: \_\_\_\_\_  
Larry Tran

Dated: December \_\_\_\_\_, 2015

**Counsel for Plaintiff and the Settlement  
Class Members:  
CHANT & COMPANY  
A Professional Law Corporation**

By: \_\_\_\_\_  
Chant Yedalian

**AGREED TO AND ACCEPTED:**

Dated: December \_\_\_\_\_, 2015

**Defendant Good Karma Foods, Inc., a  
Delaware corporation (and successor in  
interest to Good Karma Food  
Technologies, Inc., a former Wisconsin  
corporation):**

By: \_\_\_\_\_  
Doug Radi  
As its Chief Executive Officer

Dated: December \_\_\_\_\_, 2015

**Counsel for Defendant Good Karma  
Foods, Inc.:**

RUTAN & TUCKER, LLP

By: \_\_\_\_\_  
Steven J. Goon, Esq.

Dated: December 22<sup>nd</sup>, 2015

**Plaintiff Larry Tran:**

By: \_\_\_\_\_  
Larry Tran

Dated: December 22, 2015

**Counsel for Plaintiff and the Settlement  
Class Members:**

CHANT & COMPANY  
A Professional Law Corporation

By: \_\_\_\_\_  
Chant Yedalian

**EXHIBIT "A"**

**CLAIM FORM**

**I. Eligible Products, Maximum Reimbursement Per Product, and Limits**

If, at any time during October 20, 2010 to May 30, 2015, you made an in-person purchase in the State of California, or an internet or phone purchase for delivery to a California address, of a Good Karma brand flax milk product for personal use (and not for resale, distribution or donation), then you may be able to recover money pursuant to a class action settlement.

You may submit a claim if you purchased any one or more of the following products:

- Good Karma brand "Classic" Flax Milk (which comes in Original, Vanilla, and Unsweetened flavors), in the Half Gallon (1.89 L) size;
- Good Karma brand "Protein Plus" Flax Milk (which comes in Unsweetened Original and Unsweetened Vanilla flavors), in the Half Gallon (1.89 L) size; and/or
- Good Karma brand "Flax Delight" Flax Milk (which comes in Original, Vanilla, and Unsweetened Original flavors), in the 1.89 L or 946 mL size.

For each carton of the Classic Flax Milk, you may seek reimbursement for \$3.00 per carton. For each carton of the Protein Plus Flax Milk you may seek reimbursement for \$.25 per carton. For each carton of the Flax Delight Flax Milk, you may seek reimbursement for \$.25 per carton.

The maximum cash recovery is limited to 10 cartons per claimant.

You may make a claim for one type of product or, alternatively, you may make a claim for a combination of different products (i.e., can assert a claim for Classic, Protein Plus, and/or Flax Delight products), but regardless of the product(s) you identify in this Claim Form, you may only obtain cash recovery for up to, and no more than, 10 cartons of products. In the event your Claim Form identifies more than 10 cartons of products, your Claim Form will be treated as though the first 10 cartons identified by you in the Claim Form are the only products for which you make a claim.

You can only and need only submit one Claim Form regardless of the number of products that you purchased.

Only one Claim Form is allowed per address. Multiple Claim Forms submitted with the same address will result in all claims for that address, except for the first Eligible Claim Form received for that address, being declared ineligible.

Only one Claim Form is allowed per person. Multiple Claim Forms submitted by the same person will result in all claims from that person being declared ineligible.

If the value of all Eligible Claims made by Class members exceeds the Net Settlement Fund, then each claimant's award shall be proportionately reduced (so that the total paid to satisfy Eligible Claims does not exceed the Net Settlement Fund).

You may obtain more details about these terms in the Full Notice, which is available at [www.FlaxSettlement.com](http://www.FlaxSettlement.com).

**II. How To Submit A Claim; And Required Information**

If you'd like to claim any money from this settlement, you must submit a Claim Form.

There are three ways to submit a Claim Form:

1. File a claim online at [www.FluxSettlement.com](http://www.FluxSettlement.com) on or before Month, Day, 2016; or
2. Mail a completed Claim Form, to Flax Milk Litigation Settlement, c/o [INSERT ADDRESS]; Mailed Claim Forms must be postmarked no later than Month, Day, 2016; or
3. Fax a completed Claim Form to Flax Milk Litigation Settlement, c/o [...] to ???-??-??; Claim Forms sent via facsimile must be received on or before Month, Day, 2016.

Regardless of how you submit a claim, to be eligible to receive any payment, your Claim Form must truthfully, completely and legibly provide all of the information requested by Part III (except E-mail address which is optional), Part V and Part VI, below. If you provided an out-of-California address as your current address In Part III, then you must also provide all of the information requested by Part IV.

Claim Forms submitted online must be electronically signed under penalty of perjury. Claim Forms submitted by mail or facsimile must be manually signed under penalty.

Any information provided in a Claim Form may be shared with the Court or the parties, and will be shared with their attorneys and the Settlement Administrator. If a dispute arises involving your claim, a copy of your Claim Form may be attached to public court filings.

**III. Your Information**

Please clearly print or type your information in the spaces below:

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

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

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

Phone Number: \_\_\_\_\_ E-mail Address (Optional): \_\_\_\_\_

Is the address you provided above a California address? If yes, please continue to Part V of the Claim Form.

**IV. If You Provided A California Address In Part III, Do Not Complete This Part IV and Continue to Part V;  
If You Provided An Out-Of-California Address In Part III, You Must Complete This Part IV**

If you provided a California address as your current address in Part III, do not complete this Part IV and continue to Part V.

If you provided an out-of-California address as your current address In Part III, then you must complete this Part IV.

If you provided an out-of-California address as your current address in Part III, but you purchased one or more products in California or for delivery to a California address, then you must additionally identify the dates when you were in California and made the purchase(s), and, for any purchase(s) made for delivery to a California address, you must identify the delivery address in California. Please provide all of this information in the following space \_\_\_\_\_

**Questions? Call 1-??-??-?? or visit [www.?????????????????.com](http://www.?????????????????.com)**

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**V. Flax Milk Purchase Information**

I purchased one or more Good Karma brand flax milk product(s) for personal use (and not for resale, distribution or donation) during October 20, 2010 to May 30, 2015. I made my purchase(s) in-person in the State of California, or through the internet or phone for delivery to a California address. I made the following purchase(s):

- Carton 1:** I purchased:
  - Good Karma brand "Classic" Flax Milk (which comes in Original, Vanilla, and Unsweetened flavors), in the Half Gallon (1.89 L) size; OR
  - Good Karma brand "Protein Plus" Flax Milk (which comes in Unsweetened Original and Unsweetened Vanilla flavors), in the Half Gallon (1.89 L) size; OR
  - Good Karma brand "Flax Delight" Flax Milk (which comes in Original, Vanilla, and Unsweetened Original flavors), in the 1.89 L or 946 mL size;AND;  
I made my purchase from the following retailer (state the name of the retailer: \_\_\_\_\_  
-----

(if you purchased and would like to submit a claim for any additional carton(s), please complete the information in the additional Carton section(s) below)

- Carton 2:** I purchased:
  - Good Karma brand "Classic" Flax Milk (which comes in Original, Vanilla, and Unsweetened flavors), in the Half Gallon (1.89 L) size; OR
  - Good Karma brand "Protein Plus" Flax Milk (which comes in Unsweetened Original and Unsweetened Vanilla flavors), in the Half Gallon (1.89 L) size; OR
  - Good Karma brand "Flax Delight" Flax Milk (which comes in Original, Vanilla, and Unsweetened Original flavors), in the 1.89 L or 946 mL size;AND;  
I made my purchase from the following retailer (state the name of the retailer: \_\_\_\_\_  
-----

- Carton 3:** I purchased:
  - Good Karma brand "Classic" Flax Milk (which comes in Original, Vanilla, and Unsweetened flavors), in the Half Gallon (1.89 L) size; OR
  - Good Karma brand "Protein Plus" Flax Milk (which comes in Unsweetened Original and Unsweetened Vanilla flavors), in the Half Gallon (1.89 L) size; OR
  - Good Karma brand "Flax Delight" Flax Milk (which comes in Original, Vanilla, and Unsweetened Original flavors), in the 1.89 L or 946 mL size;AND;  
I made my purchase from the following retailer (state the name of the retailer: \_\_\_\_\_

**Questions? Call 1-???-???-???? or visit [www.?????????????????????.com](http://www.?????????????????????.com)**

-----  
\_\_\_\_\_  
 **Carton 4:** I purchased:

- Good Karma brand "Classic" Flax Milk (which comes in Original, Vanilla, and Unsweetened flavors), in the Half Gallon (1.89 L) size; OR
  - Good Karma brand "Protein Plus" Flax Milk (which comes in Unsweetened Original and Unsweetened Vanilla flavors), in the Half Gallon (1.89 L) size; OR
  - Good Karma brand "Flax Delight" Flax Milk (which comes in Original, Vanilla, and Unsweetened Original flavors), in the 1.89 L or 946 mL size;
- AND;

I made my purchase from the following retailer (state the name of the retailer: -----  
-----  
\_\_\_\_\_

**Carton 5:** I purchased:

- Good Karma brand "Classic" Flax Milk (which comes in Original, Vanilla, and Unsweetened flavors), in the Half Gallon (1.89 L) size; OR
  - Good Karma brand "Protein Plus" Flax Milk (which comes in Unsweetened Original and Unsweetened Vanilla flavors), in the Half Gallon (1.89 L) size; OR
  - Good Karma brand "Flax Delight" Flax Milk (which comes in Original, Vanilla, and Unsweetened Original flavors), in the 1.89 L or 946 mL size;
- AND;

I made my purchase from the following retailer (state the name of the retailer: -----  
-----  
\_\_\_\_\_

**Carton 6:** I purchased:

- Good Karma brand "Classic" Flax Milk (which comes in Original, Vanilla, and Unsweetened flavors), in the Half Gallon (1.89 L) size; OR
  - Good Karma brand "Protein Plus" Flax Milk (which comes in Unsweetened Original and Unsweetened Vanilla flavors), in the Half Gallon (1.89 L) size; OR
  - Good Karma brand "Flax Delight" Flax Milk (which comes in Original, Vanilla, and Unsweetened Original flavors), in the 1.89 L or 946 mL size;
- AND;

I made my purchase from the following retailer (state the name of the retailer: -----  
-----  
\_\_\_\_\_

**Carton 7:** I purchased:

- Good Karma brand "Classic" Flax Milk (which comes in Original, Vanilla, and Unsweetened flavors), in the Half Gallon (1.89 L) size; OR
- Good Karma brand "Protein Plus" Flax Milk (which comes in Unsweetened Original and Unsweetened Vanilla flavors), in the Half Gallon (1.89 L) size; OR
- Good Karma brand "Flax Delight" Flax Milk (which comes in Original, Vanilla, and Unsweetened Original flavors), in the 1.89 L or 946 mL size;

**Questions? Call 1-???-???-???? or visit [www.?????????????????????.com](http://www.?????????????????????.com)**

AND;

I made my purchase from the following retailer (state the name of the retailer: \_\_\_\_\_  
\_\_\_\_\_

**Carton 8:** I purchased:

- Good Karma brand "Classic" Flax Milk (which comes in Original, Vanilla, and Unsweetened flavors), in the Half Gallon (1.89 L) size; OR
- Good Karma brand "Protein Plus" Flax Milk (which comes in Unsweetened Original and Unsweetened Vanilla flavors), in the Half Gallon (1.89 L) size; OR
- Good Karma brand "Flax Delight" Flax Milk (which comes in Original, Vanilla, and Unsweetened Original flavors), in the 1.89 L or 946 mL size;

AND;

I made my purchase from the following retailer (state the name of the retailer: \_\_\_\_\_  
\_\_\_\_\_

**Carton 9:** I purchased:

- Good Karma brand "Classic" Flax Milk (which comes in Original, Vanilla, and Unsweetened flavors), in the Half Gallon (1.89 L) size; OR
- Good Karma brand "Protein Plus" Flax Milk (which comes in Unsweetened Original and Unsweetened Vanilla flavors), in the Half Gallon (1.89 L) size; OR
- Good Karma brand "Flax Delight" Flax Milk (which comes in Original, Vanilla, and Unsweetened Original flavors), in the 1.89 L or 946 mL size;

AND;

I made my purchase from the following retailer (state the name of the retailer: \_\_\_\_\_  
\_\_\_\_\_

**Carton 10:** I purchased:

- Good Karma brand "Classic" Flax Milk (which comes in Original, Vanilla, and Unsweetened flavors), in the Half Gallon (1.89 L) size; OR
- Good Karma brand "Protein Plus" Flax Milk (which comes in Unsweetened Original and Unsweetened Vanilla flavors), in the Half Gallon (1.89 L) size; OR
- Good Karma brand "Flax Delight" Flax Milk (which comes in Original, Vanilla, and Unsweetened Original flavors), in the 1.89 L or 946 mL size;

AND;

I made my purchase from the following retailer (state the name of the retailer: \_\_\_\_\_  
\_\_\_\_\_

**VI. Verification**

I declare under penalty of perjury under the laws of the State of California that the information I have provided in this Claim Form is, to the best of my knowledge, accurate and correct.

Signature: \_\_\_\_\_

**EXHIBIT "B"**



Top Class Actions LLC  
15414 S. 24<sup>th</sup> St.  
Phoenix, AZ 85048

Office: 855-475-2468  
Direct: 480-353-7534  
Fax: 480-323-2021  
<http://www.TopClassActions.com>

## Online Advertising Proposal

Date Range Run: TBA  
Client: Chant Yedalian  
Proposed Settlement: Flax Milk Sold in California  
Online Claim Available? TBA

**TOTAL AD VIEW ESTIMATE OVER 90 DAYS: 6,000,000**

### ADVERTISING METHODS

- Summary Notice posted on Top Class Actions in the “[Open Class Action Lawsuits](#)” section & Settlement Featured in the “Settlements” carousel on the front page of Top Class Actions for the entire 90 day period. Includes full editorial control of the ad along with when and for how long the summary notice is posted on Top Class Actions.
  - 2,000,000 Monthly page views, with your ad listed on the front page, as the lead settlement for every viewer to see as they arrive at Top Class Actions.
  - Settlement listed on Top Class Actions social media outlets including Facebook, Twitter and Google+. Top Class Actions has more than 100,000 fans, followers and subscribers and our social media presence continues to grow.
  - Inclusion as a featured settlement in at least one Top Class Actions email newsletter which goes out weekly to 270,000 subscribers (and is growing by 6,000+ new subscribers per month.) In addition the settlement will be featured in the “Closing Soon” section of the newsletter until the claim window closes.
  - Up to two additional articles can be published throughout the notice period reminding California viewers of the upcoming claim filing deadline.

**EXHIBIT "C"**

LEGAL NOTICE:

If, at any time during October 20, 2010 to May 30, 2015, you made an in-person purchase in the State of California, or an internet or phone purchase for delivery to a California address, of a Good Karma brand flax milk product (including "Classic" Flax Milk, "Protein Plus" Flax Milk or "Flax Delight" Flax Milk), a class action settlement may affect your rights. For more information, visit [www.FlaxSettlement.com](http://www.FlaxSettlement.com) or call 1-???-???-???

**EXHIBIT "D"**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Larry Tran, et al. v. Good Karma Food Technologies, Inc., et al.*

Los Angeles Superior Court Case No. BC561218

**If you purchased Good Karma flax milk in California, then you may be entitled to compensation.**

**IMPORTANT**

**PLEASE READ THIS NOTICE CAREFULLY**

**THIS NOTICE RELATES TO THE PENDENCY OF A CLASS ACTION LAWSUIT AND, IF YOU ARE A SETTLEMENT CLASS MEMBER, CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS TO MAKE A CLAIM UNDER THE SETTLEMENT OR TO OPT OUT OF OR OBJECT TO THE SETTLEMENT<sup>1</sup>**

*(A state court has authorized this Notice. It is not a solicitation from a lawyer.)*

Your legal rights are affected whether or not you act. Please read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM COMPLETED ONLINE, BY FACSIMILE OR BY MAIL POSTMARKED BY _____, 2016</b>	The only way to receive a cash payment.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY _____, 2016</b>	Receive no cash payment. This is the only option that allows you to pursue claims alleged in the Litigation against the Defendants and/or any of the Released Persons by filing your own lawsuit at your own expense.
<b>OBJECT TO THE SETTLEMENT BY _____, 2016, OR IF OBJECTION IS SOLELY TO THE ATTORNEYS' FEES OR COSTS AND/OR INCENTIVE AWARD, BY _____, 2016</b>	If you do not like the Settlement, you may submit your written objections by the _____, 2016 deadline. If your objection is solely to the Attorneys' Fees and Costs and/or Incentive Award, you may submit your written objections by the _____, 2016 deadline. You must remain in the Settlement Class to make any objection.
<b>ATTEND A HEARING ON _____, 2016 at ____ a.m.</b>	Ask to speak to the Court about the fairness of the Settlement (if you filed a request to do so by _____, 2016). <i>(The location, date and time of the fairness (final approval) hearing is subject to change by Court Order. See Question No. 12 below.)</i>
<b>DO NOTHING</b>	Receive no cash payment and give up your rights to pursue your own lawsuit at your own expense.

Your rights and options, **and the deadlines to exercise them**, are explained in this Notice.

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

This Notice is to inform you of the settlement of a class action lawsuit entitled *Larry Tran, et al. v. Good Karma Food Technologies, Inc., et al.*, Case No. BC561218, pending before the Hon. Elihu M. Berle in the Los Angeles Superior Court, State of California (the "Court"). The Court has granted preliminary approval of the Settlement and has set a final hearing to take place on \_\_\_\_\_, 2016 at **?:?0 ?m.** in the Central Civil West Courthouse, located at 600 South Commonwealth Avenue, Los Angeles, California 90005, to determine if the Settlement is fair, reasonable and adequate, and to consider the request by Class Counsel for attorneys' fees and costs and an incentive award for the Class Representative. This Notice describes the Settlement. Your rights and options – **and the deadlines to exercise them** – are explained in this Notice. This Notice and the Stipulation of Settlement ("Settlement Agreement") in its entirety are posted on the Settlement Website, [www.????.com](http://www.????.com), and are also available from the Settlement Administrator.

**2. What is this Litigation about?**

The named Plaintiff filed this lawsuit against Good Karma Foods, Inc. and Good Karma Food Technologies, Inc. (collectively the "Defendants"). Good Karma Foods, Inc. is the successor in interest to Good Karma Food Technologies, Inc., a former Wisconsin corporation.

Defendants sold three different Good Karma brand flax milk product lines: (1) "Classic" Flax Milk (which comes in Original, Vanilla, and Unsweetened flavors); (2) "Protein Plus" Flax Milk (which comes in Unsweetened Original and Unsweetened Vanilla flavors); and (3) "Flax Delight" Flax Milk (which comes in Original, Vanilla, and Unsweetened Original flavors).

The named Plaintiff filed this lawsuit alleging that he and others bought Defendants' Classic Flax Milk products based, at least in part, on the following allegedly misleading statements printed on the cartons: "NATURAL DAIRY FREE FLAX BEVERAGE\*," "Good Karma FlaxMilk is made from the finest natural ingredients," "All natural and super nutrition." The Classic Flax Milk products contain, as identified on the carton labels, ingredients including: Tricalcium Phosphate, Xanthan Gum, Vitamin A Palmitate, Vitamin D2, and Vitamin B12 (the "Challenged Ingredients"). Plaintiff alleges that, based on these statements, he and others believed the Classic Flax Milk products were "Natural" and contained no artificial or synthetic ingredients, and had they known that the products contained the Challenged Ingredients (which they contend are artificial and/or synthetic), they would not have purchased the products.

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Stipulation of Settlement available on the Settlement Website at [www.?????.com](http://www.?????.com).

The named Plaintiff sued to recover a refund of the purchase price and other alleged damages, as well as attorneys' fees and costs.

The Protein Plus Flax Milk contained the statement "ALL NATURAL FLAXMILK" as part of its ingredient list.

Flax Delight Flax Milk, which is and has always been sold primarily for distribution in Canada but potentially relatively few sales may have been made in California, never contained any "natural" representation on its carton labels, but the term "natural" or "all natural" may have been used in advertising.

Defendants deny all allegations of wrongdoing and liability. Defendants contend that the statements (1) "All natural and super nutrition," (2) "NATURAL DAIRY FREE FLAX BEVERAGE\*" in conjunction with the statement "\*added vitamins & minerals," and/or (3) "ALL NATURAL FLAXMILK" do not represent that the added vitamins and minerals are "natural." Defendants also dispute that the inclusion of the Challenged Ingredients renders any of the products' cartons false or misleading to reasonable consumers.

In light of the expense and uncertainty of litigation, Plaintiff and Good Karma Foods, Inc. have decided to settle the Litigation by entering into the Settlement Agreement. The purchasers of flax milk on whose behalf the Settlement has been made are called "Settlement Class Members." The individuals who make up the Settlement Class (*i.e.*, the Settlement Class Members) are described in Question No. 4 below.

The Settlement has already been preliminarily approved by the Court. Nevertheless, because the settlement of a class action determines the rights of all members of the proposed class, the Court must give final approval to the Settlement before it can take effect.

The Court has conditionally certified the Class for settlement purposes only, so that members of the Class can be given this Notice and the opportunity to exclude themselves from the Class, voice their opposition, if any, to final approval of the Settlement, and explain how those who do not exclude themselves from the Class may submit a Claim Form to obtain the relief offered by the Settlement. If the Settlement is not given final approval by the Court or does not otherwise become final, the Settlement will be void and the Litigation will continue as if there had been no Settlement and no certification of the Class.

### **3. Why is there a Settlement?**

Although the Court has not yet resolved the merits of the lawsuit, or determined whether the Plaintiff's or Defendants' contentions are true, the Parties have agreed to settle the Litigation. Defendants deny all allegations of wrongdoing and liability and assert that their conduct was lawful. Good Karma Foods, Inc. is settling to avoid the substantial cost, inconvenience and disruption of litigation. Plaintiff and Class Counsel believe that the Settlement is in the best interests of the Class because it provides a recovery for Settlement Class Members while avoiding the substantial risk, expense and delay of pursuing the case through trial and any potential appeals.

### **4. Who is included in the Settlement?**

The class covered by the Settlement (the "Class") is defined as follows: All Persons who made an in-person purchase in the State of California, or an internet or phone purchase for delivery to a California address, of any of the Products during the Settlement Class Period. Excluded from the Class are: (a) Defendant's employees, officers and directors; (b) Class Counsel and its employees, officers and directors; (c) Defendant's Counsel and its partners, employees, officers and directors; (d) Persons who purchased the Products for the intended or actual use of distribution, re-sale or donation; and (e) the Court, the Court's immediate family, and Court staff.

"Settlement Class Period" means the period from October 20, 2010, up to and including May 30, 2015.

### **5. What Flax Milk Products are included in the Settlement?**

The Settlement is limited to the following products (the "Products"): (1) Good Karma brand "Classic" Flax Milk (which comes in Original, Vanilla, and Unsweetened flavors), in the Half Gallon (1.89 L) size; (2) Good Karma brand "Protein Plus" Flax Milk (which comes in Unsweetened Original and Unsweetened Vanilla flavors), in the Half Gallon (1.89 L) size; and (3) Good Karma brand "Flax Delight" Flax Milk (which comes in Original, Vanilla, and Unsweetened Original flavors), in the 1.89 L or 946 mL size.

### **6. What does the Settlement provide?**

#### **a. Cash Payments and Prospective Relief.**

The Parties have agreed to the certification of this case as a class action solely for the purposes of Settlement.

Good Karma Foods, Inc. will establish a non-reversionary settlement fund in the amount of \$350,000.00 (the "Settlement Fund"). After subtracting from the Settlement Fund Class Counsel's fees and litigation costs, a service award to the Class Representative, notice costs to the Class, and settlement administration costs, the remaining amount (the "Net Settlement Fund") shall be used to pay, each and every Eligible Claim made by Settlement Class Members.

By no later than 30 days following the Effective Date (the "Injunctive Relief Effective Date"), Good Karma Foods, Inc. agrees not to use the phrase "all natural" on any printed packaging or other advertising for any of the Products, and Good Karma Foods, Inc. agrees not to use the word "natural" on any printed packaging or other advertising as it relates to any Products' attribute or ingredient, unless expressly permitted by federal labeling regulations (*i.e.* Natural Flavors). The use of the word "natural" in advertising of any of the Products in a context that does not refer to product design, attributes or ingredients is not precluded by the Settlement. Sales of any Products in packaging printed prior to the Injunctive Relief Effective Date shall not constitute a violation of the Settlement.

**b. Process and Amount.**

To be eligible for a Cash Payment pursuant to the Settlement, a Settlement Class Member must submit one (1) valid, timely and sworn Claim Form to the Settlement Administrator that: (i) is postmarked (or received, if submitted via facsimile or online) by \_\_\_\_\_, 2016, (ii) contains a complete, legible name and mailing address for the claimant, (iii) identifies one or more of the Products purchased (i.e., Classic, Protein Plus or Flax Delight) and the name of the retailer from which each Product was purchased, and (vi) is signed (physically or electronically) by the Settlement Class Member submitting the Claim Form.

You can file your completed Claim Form online or download a Claim Form by going to [www.?????.com](http://www.?????.com) and following the instructions provided on the website. You can also obtain a Claim Form by writing to the Settlement Administrator at Flax Milk Litigation Settlement, c/o ????, City, State Zip Code or by calling toll free ???-???-????.

For each carton of the Classic Flax Milk, a Settlement Class Member may seek reimbursement for \$3.00 per carton. For each carton of the Protein Plus Flax Milk a Settlement Class Member may seek reimbursement for \$.25 per carton. For each carton of the Flax Delight Flax Milk, a Settlement Class Member may seek reimbursement for \$.25 per carton.

The maximum cash recovery is limited to 10 cartons per claimant. A claimant may make a claim for one type of Product or, alternatively, may make a claim for a combination of different Products (i.e., can assert a claim for Classic, Protein Plus, and/or Flax Delight Products), but regardless of the Product(s) identified in the Claim Form, a claimant may only obtain cash recovery for up to, and no more than, 10 cartons of Products. In the event a claimant's Claim Form identifies more than 10 cartons of Products, such Claim Form will be treated as though the first 10 cartons identified by the Claimant in the Claim Form are the only Products for which a claim is made by that Claim Form.

You can only and need only submit one (1) Claim Form regardless of the number of Products that you purchased. Only one (1) Claim Form is allowed per address. Multiple Claim Forms submitted with the same address will result in all claims for that address, except for the first Eligible Claim Form received for that address, being declared ineligible.

Only one (1) Claim Form is allowed per person. Multiple Claim Forms submitted by the same person will result in all claims from that person being declared ineligible.

If a claimant has an out-of-California address, but asserts he/she purchased one or more Products in California or for delivery to a California address, such claimant must additionally identify the dates when he/she was in California and made the purchase(s), and, for any purchase(s) made for delivery to a California address, must identify the delivery address in California.

If the value of all Eligible Claims exceeds the Net Settlement Fund, then each claimant's award shall be proportionately reduced (so that the total paid to satisfy Eligible Claims does not exceed the Net Settlement Fund).

Any and all residual funds (including those remaining in the Net Settlement Fund after payment of all Eligible Claims, and those remaining due to un-cashed, un-negotiated or otherwise un-claimed checks) shall be distributed as a *cy pres* distribution to one or more appropriate charities, to be approved by the Court.

**7. Who represents the Settlement Class and who represents Defendant Good Karma Foods, Inc.?**

**Class Representatives.** For purposes of the Settlement, the Court has appointed named Plaintiff Larry Tran to serve as the Class Representative.

**Class Counsel.** For purposes of the Settlement, the Court has approved the appointment of the following counsel for the Class:

Chant Yedalian, Esq.  
CHANT & COMPANY  
A Professional Law Corporation  
1010 N. Central Ave.  
Glendale, CA 91202  
Phone: 877.574.7100  
Fax: 877.574.9411

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

**Defendant's Counsel.** Defendant Good Karma Foods, Inc. is represented by the following counsel:

Steven J. Goon, Esq.  
RUTAN & TUCKER, LLP  
611 Anton Blvd., Suite 1400  
Costa Mesa, CA 92626  
Phone: 714.641.5100  
Fax: 714.546.9035

**8. What are the amounts of Class Counsel's Fees, Expenses and Named Plaintiff Service Awards?**

To date, Class Counsel have not been paid any attorneys' fees. In compensation for their time and risk in prosecuting the litigation on a wholly contingent fee basis, Class Counsel will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$116,666.66 in Class Counsel's attorney's fees, to be paid from the Settlement Fund, plus an award of Class Counsel's litigation costs of up to \$2,000, also to be paid from the Settlement Fund. Class Counsel will also ask the Court to approve an incentive award of up to \$5,000, to be paid from the Settlement Fund, to the named Plaintiff, Larry Tran, for the time and effort he contributed to the prosecution of the Litigation. Good Karma Foods, Inc. has agreed not to object to the applications for attorney's fees and costs and the incentive award.

**9. What is the effect of final approval of the Settlement?**

If the Court approves the proposed Settlement, Good Karma Foods, Inc. will provide the payments described above to the Settlement Class Members who have not excluded themselves from the Class and who have submitted a valid and timely Claim Form. If the Court approves the proposed Settlement, no Class member who did not request exclusion will be able to file his or her own lawsuit for recovery for any of the Released Claims. If you want to bring your own lawsuit, you must exclude yourself from this Settlement.

**10. What are my options?**

As a Class member, you have the following options:

**a. Participate In The Settlement.**

If the Court approves the Settlement, you will become eligible to receive the benefits described above. If you would like to claim a cash award, you must timely complete and submit a Claim Form to the Settlement Administrator by \_\_\_\_\_, 2016.

**b. Exclude Yourself From The Settlement ("Opt-Out").**

If you would like to be excluded from the Class, you must send a written exclusion request to the Settlement Administrator by U.S. Mail, postage prepaid, postmarked no later than \_\_\_\_\_, 2016 to the following address: Flax Milk Litigation Settlement, c/o \_\_\_\_\_, \_\_\_\_\_, City, State \_\_\_\_\_. A request to exclude yourself from the Class must include (1) your name, (2) address, (3) telephone number, (4) the Product(s) that you purchased and the date(s) and retailer(s) from which you made your purchase which make you a Class member, (5) the title and case number of the Litigation, and (6) a signed statement indicating your desire to be excluded from the Settlement Class. Exclusions, or opt outs, shall be allowed on an individual basis only, and "mass" or "class" opt outs are not allowed. If you do not timely submit an Opt-Out request including all of the above information, you will be bound by the Settlement and all of your claims for any of the Released Claims will be released. If you validly and timely request exclusion from the Class, you will not be bound by the final order and Judgment entered in this Litigation. Excluding yourself means you cannot receive any of the Settlement benefits or comment upon the Settlement, but you will be able to file a lawsuit on your own behalf. If you have any questions concerning these procedures, please call or write the Settlement Administrator or Class Counsel.

**c. File Written Objections to the Settlement.**

If you are a member of the Class and you do not exclude yourself from the Settlement, you may object to the terms of the Settlement. If you object and the Settlement is approved, you will be barred from bringing your own lawsuit and you will be bound by the final order and Judgment entered in this Litigation. You may, but need not, enter an appearance through counsel of your choice. If you do retain counsel, however, you will be responsible for your own counsel's fees and costs.

If you object to the Settlement, you or your counsel must, on or before \_\_\_\_\_, 2016, file with the Court and serve on Class Counsel and Defendant's Counsel at the above addresses a written objection. To be valid, the written objection must contain all of the following:

- i. A reference at the beginning to this case, *Larry Tran, et al. v. Good Karma Food Technologies, Inc., et al.*, Los Angeles Superior Court Case No. BC561218;
- ii. The objector's full name, address, and telephone number;
- iii. A written statement of all grounds for the objection, accompanied by any legal support for such objection;
- iv. Copies of any papers, briefs, or other documents upon which the objection is based;
- v. A list of all persons who will be called to testify in support of the objection; and
- vi. A statement of whether the objector intends to appear at the fairness hearing. If the objector intends to appear at the fairness hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the fairness hearing.

Settlement Class Members who do not timely make their objections in accordance with the procedures set forth above waive all objections and may not be heard at the fairness (final approval) hearing or have the right to appeal approval of the Settlement.

**d. File Written Objections to the Attorneys' Fees and Costs or Incentive Award.**

If you are a member of the Class and you do not exclude yourself from the Settlement, you may object to Class Counsel's application for attorneys' fees and costs or for an incentive award to the Class Representative, the named Plaintiff. To object, you may, but need not, enter an appearance through counsel of your choice. If you do retain counsel, however, you will be responsible for your own counsel's fees and costs.

If you object to the Class Counsel's application for attorneys' fees and costs or for an incentive award, you or your counsel must, on or before \_\_\_\_\_, 2016, file with the Court and serve on Class Counsel and Defendant's Counsel at the above addresses a written objection. To be valid, the written objection must contain all of the following:

- i. A reference at the beginning to this case, *Larry Tran, et al. v. Good Karma Food Technologies, Inc., et al.*, Los Angeles Superior Court Case No. BC561218;
- ii. The objector's full name, address, and telephone number;
- iii. A written statement of all grounds for the objection, accompanied by any legal support for such objection;
- iv. Copies of any papers, briefs, or other documents upon which the objection is based;
- v. A list of all persons who will be called to testify in support of the objection; and
- vi. A statement of whether the objector intends to appear at the fairness hearing. If the objector intends to appear at the fairness hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the fairness hearing.

Settlement Class Members who do not timely make their objections in accordance with the procedures set forth above waive all objections and may not be heard at the fairness (final approval) hearing or have the right to appeal approval of the Settlement.

**e. Do Nothing.**

If you are a member of the Class and do nothing, you will not receive a cash award from the Settlement. You must submit a Claim Form to obtain money under the Settlement. Even if you do nothing, you will be bound by the release provisions contained in the Settlement Agreement.

**11. How does the Settlement affect my rights?**

If you are a member of the Class and you do not exclude yourself from the Settlement, you will be legally bound by all orders and Judgment of the Court and to the releases of the claims in the Settlement Agreement. This means that in exchange for being a Settlement Class Member and being eligible for the benefits of the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Good Karma Foods, Inc., Good Karma Food Technologies, Inc. and/or any of the Released Persons that involves the same legal claims as those resolved through this Settlement.

You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the Class.

Staying in the Class also means that you agree to the following releases of claims, which describes exactly the legal claims that you give up:

**RELEASES:** As of the Effective Date, and except as to such rights or claims created by the settlement, Plaintiff and each Settlement Class Member, and each of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons. In connection with the Released Claims (defined below, including the time period therein), each Settlement Class Member shall be deemed to have waived any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code and any statute, rule, and legal doctrine similar, comparable, or equivalent to California Civil Code § 1542, which reads as follows:

*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.*

"Released Claims" means any and all actions, claims, demands, rights, suits, damages, costs, expenses, penalties, attorneys' fees and causes of action of whatever kind or nature, known or unknown, suspected or unsuspected, in law or equity, that arose during the Settlement Class Period and arise, in any manner whatsoever, out of any facts alleged by Plaintiff in the Litigation. The Released Claims include, without limiting the foregoing definition, all claims asserting any of the Products or Products' ingredients are not "natural," all claims challenging the truth or accuracy of the statements (1) "All natural and super nutrition," (2) "NATURAL DAIRY FREE FLAX BEVERAGE\*" in conjunction with the statement "\*added vitamins & minerals," and/or (3) "ALL NATURAL FLAXMILK." The Parties acknowledge and agree that personal injury claims are not part of any of the facts alleged by Plaintiff in the Litigation and personal injury claims are not included within the Released Claims.

"Released Persons" means and includes Defendants (Good Karma Foods, Inc., a Delaware corporation, and Good Karma Food Technologies, Inc., a former Wisconsin corporation), their owners, subsidiaries, affiliates, joint-ventures, partners, members, divisions, distributors, wholesalers, retailers, re-sellers, licensors, suppliers, officers, directors, employees, shareholders, agents, attorneys, administrators, successors, predecessors, insurers, spokespersons, public relations firms, advertising agencies, co-packers, packagers and assigns of all such persons or entities.

"Settlement Class Period" means the period from October 20, 2010, up to and including May 30, 2015.

**12. When and where will the Court hold a hearing on the fairness of the Settlement?**

A fairness (final approval) hearing will be held before the Hon. Elihu M. Berle on \_\_\_\_\_, 2016 at ? :00 ? .m. at the Los Angeles Superior Court, Central Civil West Courthouse, in Department 323, located at 600 South Commonwealth Avenue, Los Angeles, California 90005. At the fairness hearing, the Court will decide whether the proposed Settlement is fair, reasonable, and adequate and should be approved and, if so, whether to approve the attorneys' fees and costs and incentive awards. The time, date and location of this fairness hearing may be changed by the Court without further notice to you. If you plan to attend the hearing, you should confirm its time, date and location. Any updates or changes on the time, date or location of this hearing will be posted on the Settlement Website, [www.?????????????.com](http://www.?????????????.com).

**13. Do I have to come to the fairness (final approval) hearing?**

No. Class Counsel and Defendant's Counsel will respond to any questions the Court may have. However, you or your own counsel may attend the fairness (final approval) hearing at your own expense. The Court, however, has the right to require you or your counsel to attend the fairness hearing. If the Court requires you or your counsel's attendance at the fairness hearing, then you and/or your attorney will be notified by the Court or by Class Counsel.

If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the fairness hearing by filing with the Court and serving on Class Counsel and Defendant's Counsel a written notice of intention to appear at the fairness hearing ("Notice of Intention to Appear"). The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her counsel) will present to the Court in connection with the fairness hearing. To be timely, a Notice of Intention to Appear concerning Class Counsel's motion for Class Counsel's fees and costs and/or the Class Representative's incentive award must be postmarked no later than [twenty-one (21) days before the fairness hearing]. To be timely, a Notice of Intention to Appear concerning any other matter about the Settlement Agreement must be postmarked no later than [sixty (60) days after the date notice to the Class is first posted on the TopClassActions.com website]. Any Settlement Class Member who does not provide a timely Notice of Intention to Appear according to these instructions may be barred from speaking or otherwise presenting any views at the fairness hearing.

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

For additional information, you may visit the Settlement Website. You may also call or write (1) the Settlement Administrator at **Flax Milk Litigation Settlement, c/o [REDACTED], P.O. Box [REDACTED], [REDACTED], [REDACTED], telephone 1-[REDACTED]-[REDACTED]-[REDACTED]**, or (2) Class Counsel at the address and telephone number indicated in response to Question No. 7 above. The Settlement Administrator is not an affiliate of any party to the Litigation.