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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF SAN DIEGO**  
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12 CHRISTINE CUMMING, on behalf of  
13 herself and all others similarly situated,

14 Plaintiff,

15 v.

16 BETTERBODY FOODS & NUTRITION,  
17 LLC,

18 Defendant.  
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**CLASS ACTION SETTLEMENT  
AGREEMENT**

1 This Class Action Settlement Agreement is made and entered into by and between, on  
2 the one hand, plaintiff Christine Cumming, on behalf of herself and all others similarly-  
3 situated, and on the other hand, defendant BetterBody Foods & Nutrition, LLC  
4 (“BetterBody”), to settle and compromise this action (the “Action”), and settle, resolve, and  
5 discharge the Released Claims, as further defined below, according to the terms and  
6 conditions herein.

7 **RECITALS**

8 WHEREAS, BetterBody manufactures and sells Organic Extra Virgin Coconut Oil and  
9 Organic Naturally Refined Coconut Oil (collectively, the “Coconut Oils”);

10 WHEREAS, on December 11, 2015, plaintiff sent BetterBody, pursuant to Cal. Civ.  
11 Code § 1782, a letter asserting that the Coconut Oils were misleadingly and unlawfully  
12 labeled and demanding that BetterBody take corrective action;

13 WHEREAS, on June 9, 2016, plaintiff filed an action asserting her claims;

14 WHEREAS, BetterBody denies plaintiff’s allegations;

15 WHEREAS, based upon the discovery taken to date, investigation, and evaluation of  
16 the facts and law relating to the matters alleged in the pleadings, and considering the costs,  
17 risks, and uncertainties of litigation, as well as all factors bearing on the merits of settlement,  
18 the parties have, following private mediation, agreed to settle the claims asserted in the  
19 Action, pursuant to the provisions of this Settlement Agreement.

20 NOW THEREFORE, subject to the final approval of the Court as required by  
21 applicable law and rules, the settling parties hereby agree, in consideration of the mutual  
22 promises and covenants contained herein, that all Released Claims against all Released  
23 Parties shall be settled, compromised, and forever released upon the following terms and  
24 conditions.

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## **TERMS & CONDITIONS OF THE SETTLEMENT**

### **1. Definitions**

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

1.1. “Action” means *Cummings v. BetterBody Foods & Nutrition, LLC*, Case No. 37-2016-00019510-CU-BT-CTL (San Diego Superior Court, filed June 9, 2016).

1.2. “BetterBody” means defendant BetterBody Foods & Nutrition, LLC, a Utah limited liability company with its principal place of business at 1762 West 20 South, Suite #100, Lindon, Utah 84042.

1.3. “Class” means all persons who, between January 1, 2013 and the date of the Preliminary Approval Order (the “Class Period”), purchased, for personal or household use, and not for resale or distribution purposes, BetterBody’s Organic Extra Virgin Coconut Oil, or BetterBody’s Organic Naturally Refined Coconut Oil.

1.4. “Class Counsel” means the Class Representative’s counsel of record, The Law Office of Jack Fitzgerald, PC, and The Law Office of Paul K. Joseph, PC, and each of their attorneys.

1.5. “Class Member” means any member of the Class, including the Class Representative.

1.6. “Class Period” means January 1, 2013 through, and including the date of the Preliminary Approval Order.

1.7. “Class Representative” means plaintiff Christine Cumming.

1.8. “Court” means the Superior Court for the State of California, for the County of San Diego.

1.9. “Defendant” means BetterBody, as well as its past, present, and future officers, directors, members, employees, predecessors, affiliates, parents, subsidiaries, partners, distributors, principals, insurers, administrators, agents, servants, successors, trustees, vendors, subcontractors, co-conspirators, buyers, independent contractors, attorneys, representatives, heirs, executors, experts, consultants, and assigns of all of the foregoing persons and entities.

1 1.10. “Defense Counsel” means BetterBody’s counsel of record, Dick Semerdjian, of  
2 Schwartz Semerdjian Cauley & Moot LLP.

3 1.11. “Effective Date” means the first date by which any Judgment entered pursuant  
4 to this Settlement Agreement becomes Final.

5 1.12. “Final” means (a) if no appeal from the Judgment is filed, the date of expiration  
6 of the time for filing or noticing any appeal from the Judgment; or (b) if an appeal from the  
7 Judgment is filed, and the Judgment is affirmed or the appeal dismissed, the date of such  
8 affirmance or dismissal; or (c) if a petition for certiorari seeking review of the appellate  
9 judgment is filed and denied, the date the petition is denied; or (d) if a petition for writ of  
10 certiorari is filed and granted, the date of final affirmance or final dismissal of the review  
11 proceeding initiated by the petition for a writ of certiorari.

12 1.13. “Judgment” means the judgment to be entered by the Court pursuant to this  
13 Settlement Agreement.

14 1.14. “Notice” means a standard long-form notice document, substantially in the form  
15 of **Exhibit 1** hereto, and/or a standard short-form notice documents, substantially in the forms  
16 of **Exhibit 2** hereto, disseminated in accordance with the Preliminary Approval Order,  
17 informing the Class of, among other things, the pendency of the Action, the material terms of  
18 the proposed Settlement, and the Class Members’ options with respect thereto.

19 1.15. “Notice Media Plan” means the Dahl/FRWD Notice Media Plan attached hereto  
20 as **Exhibit 3**.

21 1.16. “Opt-Out Date” means the date that is the end of the period to request exclusion  
22 from the Class established by the Court in the Preliminary Approval Order, and set forth in  
23 the Notice.

24 1.17. “Preliminary Approval Order” means an Order provisionally certifying the Class  
25 and appointing Class Representative and Class Counsel to represent the Class, preliminarily  
26 approving the proposed Settlement, approving the parties’ proposed Notice and notice plan  
27 and directing that Notice be disseminated to the Class according to the plan, and setting a  
28 fairness hearing and other dates in connection with the final approval of the Settlement.

1 1.18. “Products” or “Coconut Oils” means the products that are the subject of the  
2 Action, namely BetterBody’s Organic Extra Virgin Coconut Oil and Organic Naturally  
3 Refined Coconut Oil.

4 1.19. “Released Claims” means any and all claims, demands, rights, suits, liabilities,  
5 and causes of action of every nature and description whatsoever, other than personal injury,  
6 known or unknown, matured or unmatured, at law or in equity, existing under federal or state  
7 law, that any Class Member has or may have against the Released Persons arising out of or  
8 related in any way to the transactions, occurrences, events, behaviors, conduct, practices, and  
9 policies alleged in the Action.

10 1.20. “Released Persons” means BetterBody, its parent companies, subsidiary  
11 companies, affiliated companies, past, present, and future officers (as of the Effective Date),  
12 directors, members, employees, predecessors, affiliates, parents, subsidiaries, joint partners,  
13 distributors, principals, insurers, administrators, agents, servants, successors, trustees,  
14 vendors, subcontractors, co-conspirators, buyers, independent contractors, attorneys,  
15 representatives, heirs, executors, experts, consultants, and assigns of all of the foregoing  
16 persons and entities.

17 1.21. “Released Plaintiff Persons” means Class Representative Christine Cumming,  
18 and all her agents, servants, successors, trustees, independent contractors, attorneys,  
19 representatives, heirs, executors, experts, and consultants, and all other persons acting by their  
20 authority or on their behalf, and all assigns of all of the foregoing persons and entities.

21 1.22. “Removed Claims” refers to those claims BetterBody agrees to remove from the  
22 labels of the Products as part of the Settlement, as further described in paragraph 2.2 herein.

23 1.23. “Settlement” means the agreement, compromise, and resolution set forth and  
24 embodied in this Settlement Agreement.

25 1.24. “Settlement Agreement” means this written agreement for the resolution of the  
26 Action.

1 1.25. “Settlement Agreement Effective Date” means the date identified in the first  
2 sentence of this Settlement Agreement, regardless of when the Settlement Agreement is  
3 finally executed by all parties.

4 1.26. The plural of any defined term includes the singular, and the singular of any  
5 defined term includes the plural, as the case may be.

## 6 **2. Benefits of the Settlement**

7 2.1. Class Counsel and Class Representative recognize and acknowledge the expense  
8 and length of continued proceedings that would be necessary to prosecute the Action through  
9 trial and appeals. Class Counsel has also taken into account the uncertain outcome and risk  
10 of any litigation, especially in complex actions such as this, as well as the difficulties and  
11 delays inherent in such litigation. Class Counsel is mindful of the inherent problems of proof  
12 under and possible defenses to the claims asserted in the Action, including BetterBody’s  
13 position that its customers were not misled by the labels and that, even if they were, full  
14 restitution of the purchase price is excessive in light of the fact that Class Members still  
15 received a product value that should equitably offset restitution. Class Counsel believes the  
16 Settlement confers substantial benefits upon the Class. Based their evaluation of all these  
17 factors, Class Representative and Class Counsel have determined that the Settlement is in the  
18 best interests of the Class.

19 2.2. ***Injunctive Relief – Labeling Changes.*** BetterBody shall remove from the label  
20 of the Products the following statements (the “Removed Claims”):

- 21 • “A Healthy Alternative to Butter & Cooking Oil”
- 22 • “One of the healthiest oils in the world”
- 23 • “Zero Transfat”
- 24 • Images of hearts
- 25 • “Full of MCTs, aka good fats, coconut oil is an immediate source of energy”
- 26 • “cholesterol free”

27 BetterBody shall be prohibited from using the Removed Claims on the labeling of the  
28 Products or in any advertising or promotional materials for the Products, including on any

website; provided, however, that (a) BetterBody shall retain the right to use the phrases, “full of MCTs that provide the body with energy,” or “Loaded with High Energy MCTs” and (b) in the event of a change in state or federal food labeling laws or regulations that expressly permits the use of any of the Removed Claims, BetterBody may label the Coconut Products in accordance with such state or federal laws or regulations.

2.3. ***Monetary Relief - \$1 Million Common Fund.*** Within thirty (30) days of the Court’s preliminary approval of the Settlement, BetterBody shall provide to a court-approved class action administrator, to place in a qualified settlement fund, \$650,000 in cash and \$350,000 in gift cards (by electronic redemption code) to cover all fees and expenses associated with final settlement approval by the Court (“Common Fund”). A combination of cash and gift cards, shall be used to pay class member claims. Cash shall be used to pay all other aspects of settlement, including notice, administration, plaintiff’s service award, legal expenses, and attorneys’ fees. If the claims exceed the amount available in the Common Fund to satisfy the claims, the amounts claimed shall be reduced *pro rata*; if funds remain in the Common Fund after deduction of all other expenses, the remainder shall be donated to an appropriate *cy pres* recipient.

2.3.1. ***Claims.*** Class Members shall be entitled to make a claim for a full or partial refund of the Products purchased during the Class Period. Class Members who make claims shall be eligible to receive either (a) a cash payment (with proof of purchase), (b) a cash payment and gift card(s) (without proof of purchase).

2.3.1.1. ***Cash Relief.*** Class Members with proof of purchase in the form of receipts will receive a cash payment for the amount of their purchases. There shall be no cap on recovery for Class Members who submit proof of purchase in the form of receipts.

2.3.1.2. ***Cash & Gift Card Relief.*** Class Members without proof of purchase will receive a refund in the amount of their purchase price, up to a maximum of \$40. The refund shall be comprised of 40% cash and 60% gift card (or 100% gift card at a claimant’s election). For example, a claimant without

1 proof of purchase, who purchased \$25 of product, shall receive \$10 cash and a  
2 \$15 gift card (\$25 total); a claimant without proof of purchase who purchased  
3 \$50 of product, shall receive \$16 cash and a \$24 gift card (\$40 total).

4 2.3.1.2.1. *Product Values.* For purposes of calculating the  
5 amount of each claimant's refund, the Class Action Administrator  
6 shall apply the following retail prices, which are based on the  
7 estimated average cost to purchase the product during the Class  
8 Period:

9 Organic Extra Virgin Coconut Oil

- 10 • 15.5 oz. - \$8
- 11 • 28 oz. - \$14
- 12 • 36 oz. - \$15
- 13 • 56 oz. - \$16

14 Organic Naturally Refined Coconut Oil

- 15 • 15.5 oz. - \$7
- 16 • 28 oz. - \$11
- 17 • 56 oz. - \$13

18 2.3.1.3. *Gift Cards.* Gift cards shall be redeemable on BetterBody's  
19 website though the entry into a form field during purchase of a unique code  
20 provided to Class Members who claim gift cards. Gift cards shall be redeemable  
21 for any product, or any combination of products available for sale via  
22 BetterBody's website. The purchase price will be the standard price on the  
23 website at the time of purchase, excluding any promotions, provided, however,  
24 that the Class Member claimant is responsible for paying freight on any  
25 purchase, and the gift card cannot be used toward the purchase of freight. Gift  
26 cards will expire within one year from the date a Judgment in the Action  
27 becomes Final, at which point the class administrator shall be authorized to  
28 distribute gift card codes to Class Member claimants, or December 31, 2017,

1           whichever is later. Gift cards will be transferrable and their use will not  
2           otherwise will not be restricted, provided, however, that due to technological  
3           limitations, a gift card will only be redeemable for a single purchase, and the  
4           Class Member must either use the full amount of the gift card or lose the  
5           remaining balance.

6                     2.3.1.4. *Claims Procedure.* Beginning with the date of the  
7           commencement of Notice, and extending to 60 days after the date of the  
8           commencement of Notice, Class Members will make claims by completing and  
9           submitting a claim form directly on the Settlement Website, substantially in the  
10          form of **Exhibit 4**.

11                    2.3.2. *Notice and Administration.* The Common Fund shall be used to pay the  
12          actual costs of class notice and administration.

13                    2.3.3. *Incentive/Service Award.* Class Representative and Class Counsel will  
14          seek court approval for a service/incentive award to be paid from the Common Fund.  
15          The Notice shall identify the maximum amount of the incentive/service award that  
16          Class Representative and Class Counsel may seek.

17                    2.3.4. *Attorneys' Fees & Costs.* Plaintiff and her counsel will seek court  
18          approval for an award of attorneys' fees and expenses to be paid from the Common  
19          Fund. The Notice shall identify the maximum amount of attorneys' fees and expenses  
20          that Class Counsel may seek. The court-approved class action administrator shall pay  
21          to Class Counsel the amount of attorneys' fees and costs awarded by the Court within  
22          seven (7) calendar days of entry of Judgment, notwithstanding the filing of any appeals,  
23          or any other proceedings which may delay the Effective Date of the Settlement or a  
24          Final Judgment in the case; provided, however, that in the event any fee award, either  
25          individually or in connection with the entire Settlement is overturned, reduced,  
26          vacated, or otherwise modified, Class Counsel shall be obligated to return to the  
27          Common Fund any difference between the amount of the original award and any  
28          reduced award.

1 **3. Notice & Administration**

2 3.1. *Class Action Administrator.* The parties agree to hire class action administrator  
3 Dahl Administration to effect class notice as provided below.

4 3.2. *Direct Notice of Settlement to Known Class Members.* BetterBody maintains the  
5 contact information of some Product purchasers. The parties will therefore, through a class  
6 action administrator retained for purposes of effecting notice, personally notify such Class  
7 Members of the proposed Settlement by sending a short-form of Notice, substantially in the  
8 form annexed hereto as **Exhibit 2** to their e-mail address of record. In the event a “bounce-  
9 back” e-mail indicates that a Class Member’s e-mail address of record is invalid, or otherwise  
10 indicates that the Class Member may not have received the Notice e-mail, Notice will be  
11 alternatively effected by sending a postcard short-form Notice to the Class Member at his or  
12 her address of record, if in BetterBody’s possession, and any forwarding address that may  
13 become known.

14 3.3. *Digital Notice.* The Class Administrator shall also effect Notice, beginning no  
15 later than seven (7) days after the date of the Preliminary Approval Order, by executing the  
16 Dahl/FRWD Notice Media Plan attached hereto as **Exhibit 3**, which sets forth a detailed plan  
17 for digital, web-based media notice on platforms reasonably directed to reaching purchasers  
18 of the subject products. The web-based media notice shall be short-forms directing viewers  
19 to the Settlement Website, as further defined in paragraph 3.4 below, which website shall  
20 contain the long-form Notice and other information about the case, the Settlement, and the  
21 claims process, including claims and opt-out forms. Consistent with the Notice Media Plan,  
22 Notice shall run for a period of approximately 30 days.

23 3.4. *Class Settlement Website.* The class action administrator shall maintain a Class  
24 Settlement Website to provide the Class with information relating to the Settlement, which  
25 shall be located at the web address, [www.BetterBodySettlement.com](http://www.BetterBodySettlement.com). The website shall  
26 provide access to the Notice and documents relevant to the Action and Settlement.

27 3.5. *Processing Opt-Outs and Objections.* The class action administrator shall also  
28 be responsible for processing opt-outs and objections, if applicable.

1 **4. Releases**

2 4.1. *Release of BetterBody.* Upon the Effective Date, each of the Class Members will  
3 be deemed to have, and by operation of the Judgment will have, fully, finally, and forever  
4 released, relinquished, and discharged the Released Persons from all Released Claims,  
5 meaning any and all claims, demands, rights, suits, liabilities, and causes of action of every  
6 nature and description whatsoever, known or unknown, matured or unmatured, at law or in  
7 equity, existing under federal or state law, that any Class Member has or may have against  
8 the Released Persons arising out of or related in any way to the transactions, occurrences,  
9 events, behaviors, conduct, practices, and policies alleged in the Action, that have been  
10 brought, could have been brought, or are currently pending in any forum in the United States.

11 4.2. *Release of Released Plaintiff Persons.* Upon the Effective Date, BetterBody will  
12 be deemed to have, and by operation of the Judgment will have, fully, finally, and forever  
13 released, relinquished, and discharged the Released Plaintiff Persons from all Released  
14 Claims, meaning any and all claims, demands, rights, suits, liabilities, and causes of action of  
15 every nature and description whatsoever, known or unknown, matured or unmatured, at law  
16 or in equity, existing under federal or state law, that BetterBody has or may have against the  
17 Released Plaintiff Persons arising out of or related in any way to the transactions, occurrences,  
18 events, behaviors, conduct, practices, and policies alleged in the Action, and in connection  
19 with the conduct of the Action, that have been brought, could have been brought, or are  
20 currently pending in any forum in the United States.

21 **5. Settlement Presentation & Approval; Procedures for Opting Out & Objecting**

22 5.1. Promptly after execution of this Settlement Agreement, the parties will submit  
23 to the Court the Settlement Agreement, together with its exhibits, and will request that the  
24 Court grant preliminary approval of the proposed Settlement, issue a Preliminary Approval  
25 Order, and schedule a Final Approval Hearing to determine whether the Settlement should be  
26 granted final approval, whether Class Counsel's fee and cost application should be granted,  
27 and whether Class Representative's application for an incentive/service award should be  
28 granted.

1       5.2. *Procedures for Opting Out of the Settlement.* Class Members who wish to opt  
2 out of the Settlement must download from the Class Settlement Website an Opt Out Form,  
3 substantially in the form annexed hereto as **Exhibit 5**, which the Class Member must print,  
4 sign, and mail to Dahl Administration, postmarked no later than the date ordered by the Court  
5 in its Preliminary Approval Order. The Opt Out Form must be personally signed by the Class  
6 Member, and so-called “mass” or “class” opt-outs shall not be permitted. Any consumer who  
7 completes and timely returns an Opt Out Form shall be ineligible to make a claim against the  
8 Common Fund, or to object to the Settlement.

9       5.3. *Procedures for Objecting to the Settlement.* Class Members have the right to  
10 appear and show cause why the Settlement should not be granted final approval, subject to  
11 each of the provisions of this paragraph 5.3.

12             5.3.1. Any objection to the Settlement Agreement must be in writing, filed with  
13 the Court, with a copy served on Class Counsel and Defense Counsel at the addresses  
14 set forth in the Notice, by the deadline set by the Court in the Preliminary Approval  
15 Order, which deadline shall be included in the Notice.

16             5.3.2. Class Members may object either on their own or through an attorney  
17 hired at their own expense, but a Class Member represented by an attorney must sign  
18 either the objection itself, or execute a separate declaration stating that the Class  
19 Member authorizes the filing of the objection.

20             5.3.3. Any objection regarding or related to the Settlement shall contain (a) a  
21 caption or title that clearly identifies this action and that the document is an objection,  
22 (b) information sufficient to identify and contact the objecting Class Member or his or  
23 her attorney, and (c) a clear and concise statement of the Class Member’s objection, as  
24 well as any facts and law supporting the objection.

25             5.3.4. If a Class Member submits both an Opt Out Form and objection, the Class  
26 Member will be deemed to have opted out of the Settlement, and thus to be ineligible  
27 to object. However, any objecting Class Member who has not timely requested  
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1 exclusion from the Settlement will be bound by the terms of the Settlement Agreement  
2 upon the Court's Final Approval of the Settlement.

3 5.3.5. Objecting Class Members may appear at the final approval hearing and  
4 be heard. If an objecting Class Member chooses to appear at the final approval hearing,  
5 no later than the date by which the objection must be filed, the objecting Class Member  
6 must file with the Court a Notice of Intent to Appear, either in person or through an  
7 attorney, in which case the Notice must state the attorney's name, address, and  
8 telephone number.

9 5.3.6. The parties shall have the right, but not the obligation, either jointly or  
10 individually, to respond to any objection no later than seven days before the Final  
11 Approval Hearing. Any such response shall be filed with the Court, with a copy served  
12 on the objecting Class Member (or his or her counsel) by regular mail, overnight mail,  
13 or hand delivery.

## 14 **6. Conditions for Effective Date**

15 6.1. The Effective Date of this Settlement Agreement shall be the date the Judgment  
16 has become Final, as set forth in paragraph 1.12.

17 6.2. If this Settlement Agreement is not given final approval by the Court, the parties  
18 will seek in good faith to revise the Settlement Agreement as needed to obtain Court approval.  
19 Failing this, the parties will be restored to their respective places in the litigation as of the  
20 date the first motion for preliminary approval is filed. In such event, the terms and provisions  
21 of this Settlement Agreement will have no further force and effect with respect to the settling  
22 parties and will not be used in this Action or in any other proceeding for any purposes, and  
23 any Judgment or Order entered by the Court in accordance with the terms of this Settlement  
24 Agreement will be treated as vacated.

## 25 **7. No Admission of Liability**

26 7.1. BetterBody denies any wrongdoing whatsoever in connection with the Action,  
27 and its claims and allegations. BetterBody has agreed to this Settlement for the purpose of  
28 compromising disputed claims and to avoid the time, expense, and uncertainty of litigation.

Nothing contained in this Settlement Agreement shall be treated as an admission of any wrongdoing or liability on the part of BetterBody.

## **8. Miscellaneous**

8.1. It is the parties' intent to consummate this Settlement Agreement, and the parties agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement.

8.2. The parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Action. The Settlement compromises claims that are contested, and the parties agree that the consideration provided to the Class and other terms of the Settlement were negotiated in good faith and at arms' length by the parties, and reflect a Settlement that was reached voluntarily after consultation with competent legal counsel, and with the assistance of an experienced mediator in the Honorable Leo S. Papas.

8.3. Any and all exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

8.4. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all parties or their respective successors-in-interest.

8.5. This Settlement Agreement and any exhibits attached hereto constitute the parties' entire agreement and no representations, warranties, or inducements have been made to any party concerning this Settlement Agreement or its exhibits other than the representations, warranties, and covenants memorialized in such documents. This Settlement Agreement supersedes any prior agreement between the parties, including that Memorandum of Understanding executed on or about June 9, 2016.

8.6. Except as otherwise provided herein, the parties will bear their own respective costs.

8.7. Class Counsel, on behalf of the Class, are expressly authorized by the Class Representative to take all appropriate action required or permitted to be taken by the Class pursuant to this Settlement Agreement to effectuate its terms, and are expressly authorized to

1 enter into any modifications or amendments to this Agreement on behalf of the Class that  
2 Class Counsel deem appropriate.

3 8.8. Each counsel or other person executing this Settlement Agreement or any of its  
4 exhibits on behalf of any party hereby warrants that such person has the full authority to do  
5 so.

6 8.9. This Settlement Agreement may be executed in one or more counterparts. All  
7 executed counterparts and each of them will be deemed to be one and the same instrument.

8 8.10. Upon its execution, this Settlement Agreement will be binding upon, and inure  
9 to the benefit of, the successors and assigns of the settling parties.

10 8.11. The Court will retain jurisdiction with respect to the implementation and  
11 enforcement of the terms of this Settlement Agreement, and all parties hereto submit to the  
12 continuing jurisdiction of the Court for purposes of implementing and enforcing the  
13 Settlement.

14 8.12. None of the settling parties, or their respective counsel, will be deemed the  
15 drafter of this Settlement Agreement or its exhibits for purposes of construing the provisions  
16 thereof. The language in all parts of this Settlement Agreement and its exhibits will be  
17 interpreted according to its fair meaning, and will not be interpreted for or against any of the  
18 settling parties as the drafter thereof.

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8.13. All notices or mailings required by this Settlement Agreement to be provided to or approved by Class Counsel and Defense Counsel, shall be provided as follows:

Class Counsel

Jack Fitzgerald  
Law Office of Jack Fitzgerald, PC  
3636 4th Ave., Ste. 202  
San Diego, CA 92103

Paul K. Joseph  
The Law Office of Paul K. Joseph, PC  
4125 W. Point Loma Blvd., No. 206  
San Diego, CA 92110

Defense Counsel


Dick Semerdjian  
Schwartz Semerdjian Cauley & Moot LLP  
101 West Broadway, Suite 810  
San Diego, CA 92101

IN WITNESS WHEREOF, the parties have executed and caused this Settlement Agreement to be executed by their attorneys, dated as of the date(s) indicated below.


Dated: 8-4-2016

  
Class Representative Christine Cumming


Dated: 8-4-2016

  
Jack Fitzgerald  
Counsel for Plaintiff and the Class

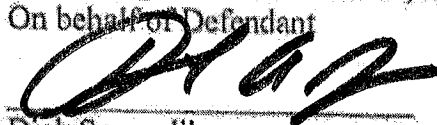
Dated: 8-4-2016

  
Paul K. Joseph  
Counsel for Plaintiff and the Class

Dated: 8-9-2016

  
Stephen Richards, President & CEO  
BetterBody Foods & Nutrition, LLC  
On behalf of Defendant

Dated: 8-9-16

  
Dick Semerdjian  
Counsel for Defendant BetterBody Foods &  
Nutrition, LLC

# **Exhibit 1**

## NOTICE OF CLASS ACTION SETTLEMENT

*CHRISTINE CUMMING v. BETTERBODY FOOD & NUTRITION, LLC*  
*San Diego Superior Court Case No. 37-2016-00019510-CU-BT-CTL*

*The Superior Court has authorized this notice.*  
*This is not a solicitation from a lawyer.*

**IF YOU PURCHASED CERTAIN  
BETTERBODY COCONUT OIL PRODUCTS  
YOU MAY BE ENTITLED TO A CASH PAYMENT**

**THIS NOTICE CONCERNS YOUR LEGAL RIGHTS**  
**PLEASE READ IT CAREFULLY**

### WHY ARE YOU RECEIVING THIS NOTICE?

- This settlement resolves a lawsuit (the “Action”) against BetterBody Food & Nutrition, LLC (“BetterBody”), alleging that BetterBody, which manufactures, distributes, and markets the Extra Virgin Coconut Oil and Naturally Refined Coconut Oil products that are the subject of the Action, violated certain California laws by misleadingly marketing the products as healthy. BetterBody denies the allegations and any wrongdoing.
- If you purchased **BetterBody Extra Virgin Coconut Oil** or **Naturally Refined Coconut Oil** between January 1, 2013 and [date of preliminary approval], for your own personal or household use, and not for resale, you may be a member of the settling Class. The Court requires this Notice because you have the right to know about the proposed Settlement and about all of your options before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and how to get them.
- All Class Members who do not exclude themselves from the settlement will receive the relief provided for in the settlement and will be bound by the orders issued by the Court regarding the settlement.

### WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

- The two sides disagree on what relief, and how much, could have been won, if any, if the Class won at trial. The settlement avoids costs and risks to you from continuing the lawsuit, provides relief to affected persons like you, and releases BetterBody from liability for the related claims.
- The proposed class action settlement will provide the Class with \$1 million of monetary relief, comprised of \$650,000 in cash and \$350,000 in gift cards to cover all fees and expenses associated with final settlement approval by the Court (the “Common Fund”). A combination of cash and gift cards shall be used to pay class member claims. Cash shall be used to pay all other aspects of settlement, including notice, administration, plaintiff’s service award, legal expenses, and attorneys’ fees. If the claims exceed the amount available in the Common Fund to satisfy the

claims, the amounts claimed will be reduced pro rata; if funds remain in the Common Fund after deduction of all other expenses, the remainder shall be donated to an appropriate *cy pres* (charitable) recipient.

- Class Members with proof of purchase in the form of receipts will receive a cash payment for the amount of their purchases, with no cap on recovery. Class Members without proof of purchase will receive a refund in the amount of their purchase price, up to a maximum of \$40, comprised 40% of cash and 60% of gift cards (or 100% gift cards at the claimant's election). Gift cards will be redeemable on BetterBody's website for any product, or any combination of products, that BetterBody sells. Gift cards will be transferrable and their use will not otherwise be restricted, provided, however, that due to technological limitations, any single gift card will only be redeemable for a single purchase, and the Class Member must either use the full amount of the gift card or lose the remaining balance. The Class Member is responsible for paying freight on any purchase, and the gift card cannot be used toward the purchase of freight.

- BetterBody has also agreed to remove from the label and advertising of the its Extra Virgin Coconut Oil and Naturally Refined Coconut Oil, the following statements:

- "A Healthy Alternative to Butter & Cooking Oil"
- "One of the healthiest oils in the world"
- "Zero Transfat"
- Images of hearts
- "Full of MCTs, aka good fats, coconut oil is an immediate source of energy"
- "cholesterol free"

- Class Counsel and the Class Representative will apply for attorneys' fees and expenses, and a service award, out of the Common Fund. Class Counsel will seek fees in an amount of no more than one-third (33.3%) of the Common Fund, and actual litigation expenses, and Class Representative will seek a service award of no more than \$5,000. Class Counsel have agreed to split any fees awarded 70% to The Law Office of Jack Fitzgerald, PC, and 30% to The Law Office of Paul K. Joseph, PC.

#### BACKGROUND ON THE LAWSUIT & SETTLEMENT

The proposed settlement class covers the time period of January 1, 2013 to [date of preliminary approval].

The lawsuit seeks to obtain compensation for violation of California consumer protection statutes including the Unfair Competition Law (UCL), False Advertising Law (FAL), and Consumers Legal Remedies Act (CLRA), and for Breach of Express and Implied Warranties.

After the parties engaged in substantial investigation, discovery, and settlement negotiations, plaintiff and defendant have reached an agreement providing for the settlement of the lawsuit. The

terms of the proposed Settlement are set forth in the Settlement Agreement filed with the Court, which is also available online, at [www.BetterBodySettlement.com](http://www.BetterBodySettlement.com)

Plaintiff and Class Counsel have evaluated the information made available in the course of the lawsuit and have taken into account the risks and uncertainties of proceeding with this litigation, including the risks and uncertainties of class certification, prevailing on the merits, proving damages at trial, and prevailing on post-trial motions and appeal. Based upon their consideration of these factors, Plaintiff and Class Counsel believe it is in the best interests of the Class to settle the lawsuit on the terms described below.

BetterBody denies plaintiff's allegations and any wrongdoing, and the Class's right to recover anything. Nevertheless, it has agreed to settle the lawsuit for the purpose of avoiding the time and expense of further litigation.

### THE CLASS

The Court has certified a settlement class consisting of:

All persons who, between January 1, 2013 and [date of preliminary approval], purchased, for personal or household use, and not for resale or distribution purposes, BetterBody's Extra Virgin Coconut Oil or Refined Coconut Oil.

### DO I HAVE A LAWYER IN THE CASE?

The Court has appointed The Law Office of Jack Fitzgerald, PC and The Law Office of Paul K. Joseph, PC, as Class Counsel in this case. The Court has determined that Class Counsel are qualified to represent you and all other Class Members. You will not be charged for these lawyers. The lawyers handling the case are experienced in handling similar cases.

Nevertheless, you have the right to consult or retain an attorney of your choice at your own expense to advise you regarding the Settlement and your rights in connection with the Settlement and Final Approval Hearing described below.

### YOUR RIGHTS TO PARTICIPATE IN, EXCLUDE YOURSELF FROM, OR OBJECT TO THE SETTLEMENT

The purpose of this Notice is to inform you of this lawsuit so you can make an informed decision as to whether you should remain in or opt out of this Class Action. Your legal rights are affected, and you have a choice to make now. In response to this Notice, you may (1) submit a Claim Form, (2) ask to be excluded from the lawsuit, (3) object to the proposed Settlement, or (4) do nothing. Those options are summarized in the following table, and then discussed in greater detail below.

<b>Your Legal Rights and Options in This Lawsuit</b>	
<b>Submit a Claim Form</b>	<p><b>Participate in settlement. Receive compensation. Give up certain rights.</b></p> <p>The only way to get a monetary payment. Postmark or submit your Claim Form online by [date].</p>
<b>Ask To Be Excluded</b>	<p><b>Get out of this lawsuit. Get no benefits from it. Keep rights.</b></p> <p>If you ask to be excluded you will not be bound by what the Court does in this case and will keep any right you might have to sue BetterBody separately about the same legal claims in this lawsuit. If there is a recovery in this case, including under the proposed settlement, you will not share in that recovery.</p>
<b>Object</b>	<p><b>Tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate.</b></p> <p>You may file a written objection no later than [date] and/or appear at the Final Approval Hearing to tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate.</p>
<b>Do Nothing</b>	<p><b>Stay in this lawsuit. Await the outcome. Give up certain rights.</b></p> <p>By doing nothing, you will get no cash payment and give up any right you may have to sue BetterBody separately about the same legal claims in this lawsuit.</p>

## **1. Submit a Claim Form**

You must submit a Claim Form to get a monetary payment. Claim Forms may be printed or filed online at the Settlement Website, [www.BetterBodySettlement.com](http://www.BetterBodySettlement.com). Claim Forms are simple and easy to complete, requiring (a) personal/contact information, (b) a statement of the quantity of products purchased during the class period, and (c) your affirmation that the information provided is true and correct. In exchange for receiving a monetary payment, under the Settlement Agreement, you will give up your rights to sue BetterBody about the same claims in this lawsuit.

**Claim forms must be mailed, emailed, or submitted online no later than [date].**

## **2. Exclude Yourself from the Settlement and Do Not Receive Compensation**

If you do not want to be bound by this settlement, you must request to be excluded from the Class. If you request to be excluded from the Class, you will retain any individual rights you have against BetterBody and will not have “released” it from any claims. However, you will **not** receive the compensation described above. You may not object to the Settlement under this option. If you wish to be excluded from the Class (sometimes referred to as “opting out”), you must download and print an Opt-Out Form from the Settlement Website ([www.BetterBodySettlement.com](http://www.BetterBodySettlement.com)), fill out and sign the form, and mail it to the class action administrator, postmarked on or before [date], at the following address:

BetterBody Settlement  
c/o Dahl Administration  
PO Box 3614  
Minneapolis, MN 55403-0614

### **3. Object to the Settlement**

If you want to express an objection to part or all of the Settlement, you may appear at the Final Approval Hearing and/or object to the proposed Settlement. If the Settlement is approved, you will still receive the Settlement compensation and be bound by the Settlement Release.

If you wish to object or to appear at the Final Approval Hearing, you must, no later than [date], file with the Court and serve on Class Counsel and Defense Counsel at the addresses set forth below, a written objection that provides contact information and a statement of the supporting facts and law. In addition, if you intend to appear at the Final Approval Hearing, you must also, no later than [date], file with the Court and serve on Class Counsel and Defense Counsel a Notice of Intent to Appear, either in person or through an attorney. More detailed instructions and requirements for objecting are set forth in the Court's Preliminary Approval Order, which is available on the Class Settlement Website, at [www.BetterBodySettlement.com](http://www.BetterBodySettlement.com).

#### Class Counsel

Jack Fitzgerald  
The Law Office of Jack Fitzgerald, PC  
3636 4th Ave., Ste. 202  
San Diego, CA 92103

Paul K. Joseph  
The Law Office of Paul K. Joseph, PC  
4125 W. Pt. Loma Blvd., No. 206  
San Diego, CA 92110

#### Defense Counsel

Dick Semerdjian  
Schwartz Semerdjian Cauley & Moot LLP  
101 West Broadway, Suite 810  
San Diego, CA 92101

### **4. Do Nothing**

If you do nothing, you will get no money from the settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against BetterBody about the claims in this case.

#### RELEASE OF CLAIMS

If the Court approves the Settlement and you have not excluded yourself as described above, you will be bound by the Settlement and will be forever barred from suing BetterBody and related entities for the claims released in the Settlement. This applies whether you currently know about the existence of such claims or not.

Here, the claims you will give up are:

any and all claims, demands, rights, suits, liabilities, and causes of action of every nature and description whatsoever, known or unknown, matured or unmatured, at law

or in equity, existing under federal or state law, that any Class Member has or may have against the Released Persons<sup>1</sup> arising out of or related in any way to the transactions, occurrences, events, behaviors, conduct, practices, and policies alleged in the Action, that have been brought, could have been brought, or are currently pending in any forum in the United States.

### FINAL APPROVAL HEARING

The Court has scheduled a Final Approval Hearing (sometimes referred to as a “Fairness Hearing”) to determine whether the Court should approve the Settlement as fair, reasonable, and adequate to the Class, and whether Judgment should be entered in accordance with the Settlement Agreement. The Court will also consider at the Final Approval Hearing the request of Class Counsel for an award of attorneys’ fees and reimbursement of expenses, as well as the request of the Class Representative for a service award for services rendered on behalf of the Class.

The Final Approval Hearing will occur at **[time and date]** in **Department 69 of the San Diego Superior Court, the Honorable Katherine Bacal presiding, 330 West Broadway, San Diego, California 92101.**

Your attendance at the Final Approval Hearing is not required. However, you may be heard orally at the hearing in opposition to the proposed Settlement if you wish. You may also enter an appearance through an attorney retained at your own expense. If you do not enter an appearance through an attorney, and do not object, Class Counsel will represent you at the hearing.

### WHERE CAN I GET MORE INFORMATION?

The Notice’s description of the case and Settlement is general. For more details of the matters involved in this lawsuit and the Settlement, you may review the Settlement agreement and related pleadings as set forth below.

If you want more detailed information about the lawsuit and proposed Settlement, including reviewing the Settlement documents, you may visit the Settlement Website at [www.BetterBodySettlement.com](http://www.BetterBodySettlement.com), contact Dahl Administration at 1-877-805-8684, or contact Class Counsel at (619) 692-3840.

If you wish to review the Court’s docket in this case, you may do so by visiting [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov), the Court’s public access website. Direct your browser to the register of actions link and then enter case number 37-2014-00041774. You may view the Court’s docket from here, including but not

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<sup>1</sup> “Released Persons” means BetterBody, its parent companies, subsidiary companies, affiliated companies, past, present, and future officers (as of the Effective Date), directors, members, employees, predecessors, affiliates, parents, subsidiaries, joint partners, distributors, principals, insurers, administrators, agents, servants, successors, trustees, vendors, subcontractors, co-conspirators, buyers, independent contractors, attorneys, representatives, heirs, executors, experts, consultants, and assigns of all of the foregoing persons and entities.

limited to documents filed with the Court (on the “Register of Actions”), ruling and orders, and other information.

**DO NOT TELEPHONE OR ADDRESS ANY QUESTIONS ABOUT THE CASE OR SETTLEMENT TO THE CLERK OF THE COURT OR TO THE JUDGE. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS. THE COURT EXPRESSES NO VIEW AS TO THE MERITS OF ANY CLAIMS OR DEFENSES ASSERTED BY ANY PARTY TO THE ACTION.**

# **Exhibit 2**

## NOTICE OF CLASS ACTION SETTLEMENT

CHRISTINE CUMMING v. BETTERBODY FOOD & NUTRITION, LLC

San Diego Superior Court Case No. 37-2016-00019510-CU-BT-CTL

*The Superior Court has authorized this notice.*

*This is not a solicitation from a lawyer.*

### THIS NOTICE CONCERNS YOUR LEGAL RIGHTS PLEASE READ IT CAREFULLY

A class action case is currently pending in the Superior Court of California, County of San Diego against BetterBody Food & Nutrition, LLC (“BetterBody”), alleging that BetterBody, which manufactures, distributes, and markets the **Organic Extra Virgin Coconut Oil** and **Organic Naturally Refined Coconut Oil** products that are the subject of the action, violated certain California laws by misleadingly marketing the products as healthy. BetterBody denies the allegations and any wrongdoing.

The parties have reached a proposed class action Settlement to resolve the dispute. If you purchased BetterBody Foods Extra Virgin Coconut Oil or BetterBody Foods Naturally Refined Coconut Oil between January 1, 2013, and [date of preliminary approval] for your own personal or household use, and not for resale, you may be a member of the settling Class. You have the right to know about the proposed Settlement and about all options before the Court decides whether to approve the Settlement.

Your options are summarized in the following table.

Your Legal Rights and Options in This Lawsuit	
<b>Submit a Claim Form</b>	<b>Participate in settlement. Receive compensation. Give up certain rights.</b> The only way to get a monetary payment. Postmark or submit your Claim Form online by [date].
<b>Ask To Be Excluded</b>	<b>Get out of this lawsuit. Get no benefits from it. Keep rights.</b> If you ask to be excluded you will not be bound by what the Court does in this case and will keep any right you might have to sue BetterBody separately about the same legal claims in this lawsuit. If there is a recovery in this case, including under the proposed settlement, you will not share in that recovery.
<b>Object</b>	<b>Tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate.</b> You may file a written objection no later than [date] and/or appear at the Final Approval Hearing to tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate.
<b>Do Nothing</b>	<b>Stay in this lawsuit. Await the outcome. Give up certain rights.</b> By doing nothing, you will get no cash payment and give up any right you may have to sue BetterBody separately about the same legal claims in this lawsuit.

**To be excluded or file a written objection, you must act before [date].** To read a more detailed long form of this Notice, providing further information and instructions on how to exercise your options, please visit the Settlement Website at [www.BetterBodySettlement.com](http://www.BetterBodySettlement.com).

# Exhibit 3



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**BetterBody Foods Coconut Oil Settlement**

**Notice Plan Overview and Approach**

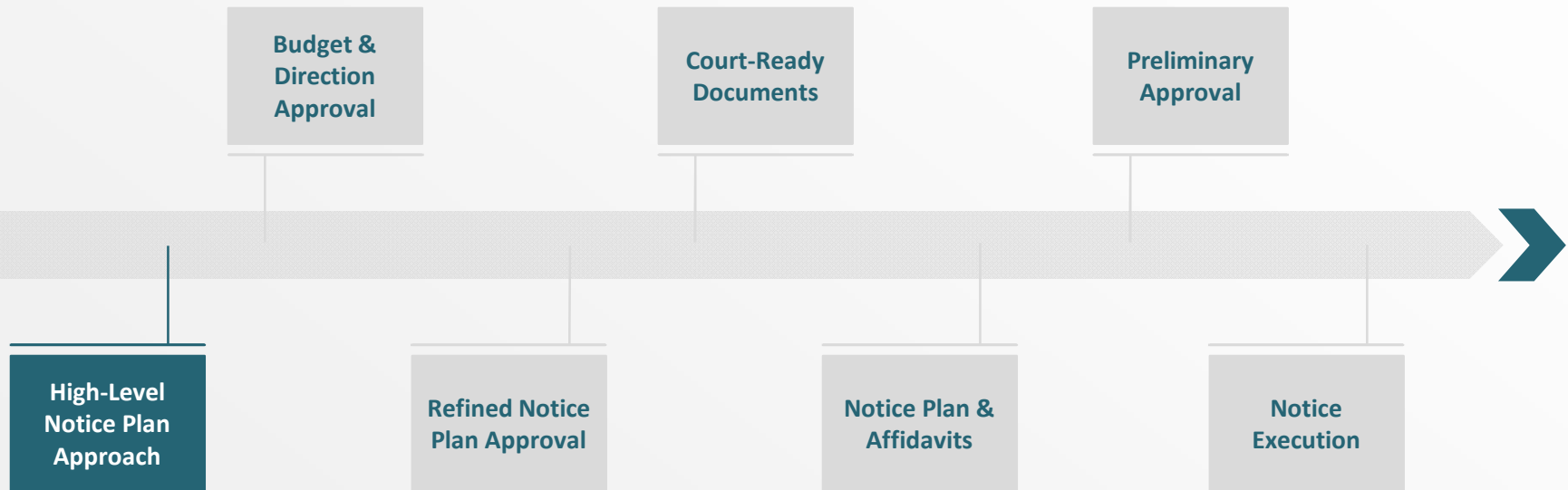
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**Prepared August 10, 2016**

# Dahl/FRWD Notice Plan Process



## Timeline



## Audience: Definition and Media Consumption



### Health-Conscious Adults | MRI

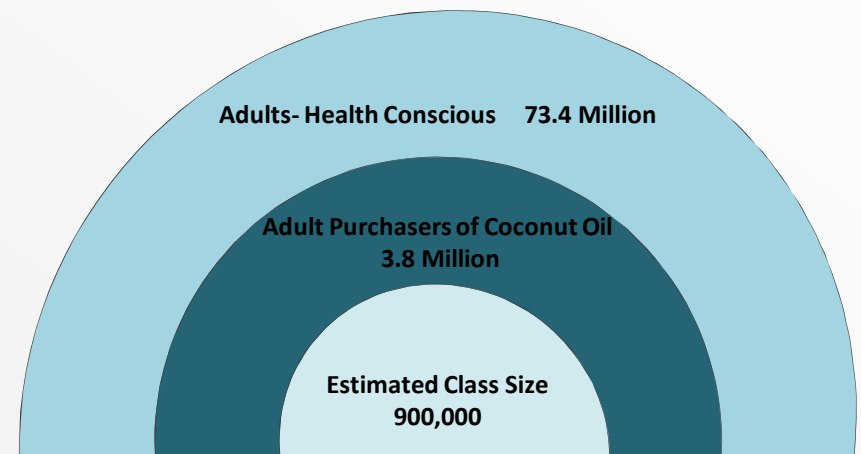
- Through research from GfK MRI, we project the total population of active shoppers who purchase coconut oil as a cooking alternative and/or natural beauty product at 3.8 million U.S. adults (“Target Audience”).
- FRWD and Defendants estimate the Class size at 900,000 based upon available product sales information.

#### Target Audience Characteristics:

- “ 39% Male | 61% Female
- “ Highest age concentration of consumers is 25-44.
- “ 2x greater index amongst Whites and Hispanics. Significantly lower consumption amongst African Americans.
- “ More likely Urban vs. Rural

#### Typical Media Consumption:

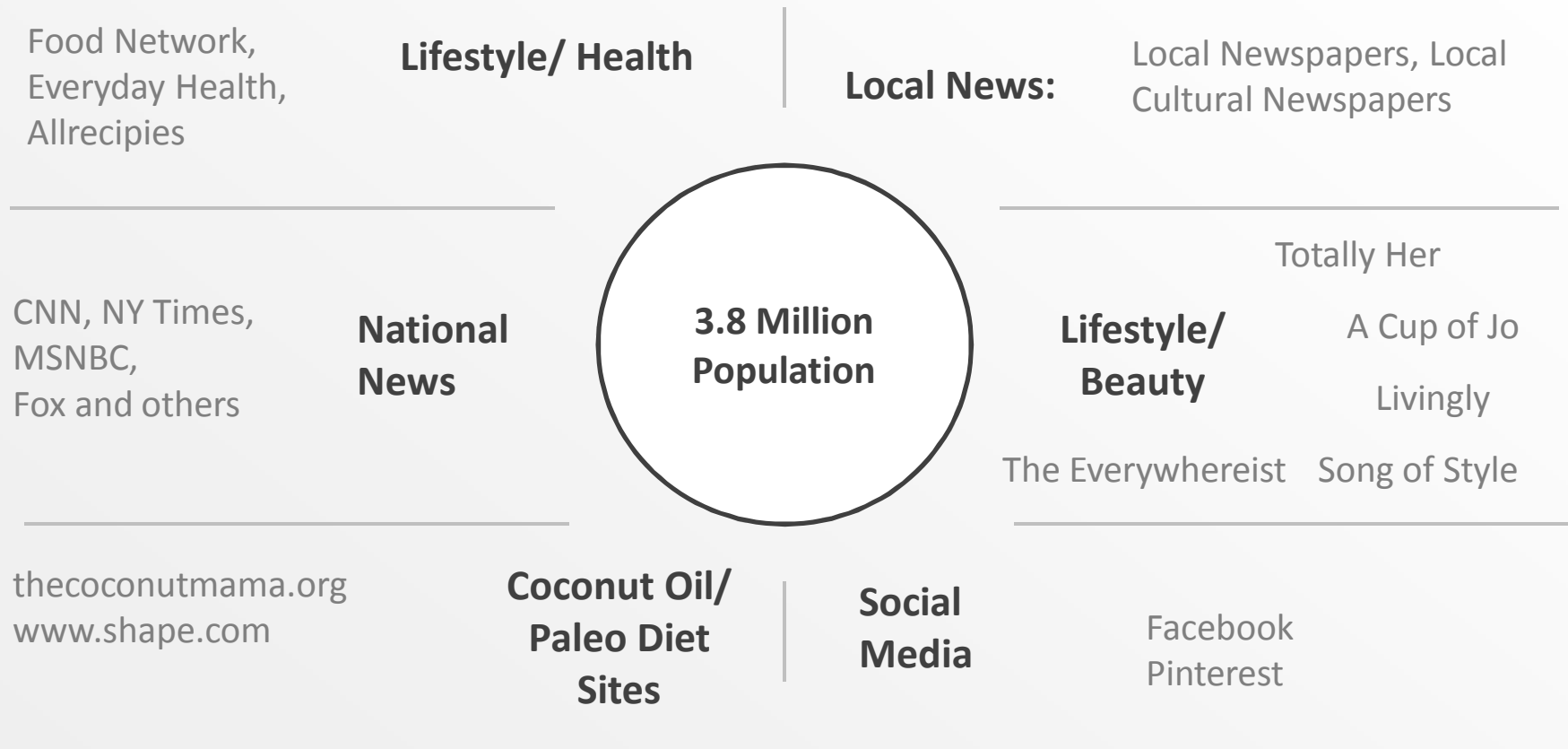
- “ Highest index as Heavy Internet users and Mobile users
- “ Lowest index in Magazine consumption



## Website Visitation



Our Target Audience indexes above average in the following websites and categories



## Audience Recommendations



### Media Implications

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- Through the initial research, Dahl/FRWD advises a targeted mix of Digital media channels to match the media consumption profile of our Target Audience. In addition, because a large percentage of product sales occurred at club stores such as Sam's Club, digital notice will also be targeted to the club store shopping demographic.
  - By targeting the 3.8 Million Target Audience of coconut oil purchases and layering in club store shoppers we will effectively reach our Class, which is estimated at 900,000.
  - Dahl/ FRWD also has observed the Target Audience as heavy mobile internet users. As a result, 50% of display ads will be targeted to mobile devices with 50% targeted to desktops.
-

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## **Proposed Notice Plan:**

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# Proposed Notice Plan



## Notice Plan Summary (Targeting Impression Focused)

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Dahl/FRWD has created a notice plan that will display 13 million, targeted web banner and social media impressions (desktop and mobile) active shoppers of coconut oil. This option is not focused on maintaining a specific reach or frequency but instead focused on targeted impressions at an efficient rate. However, we estimate that this plan will effectively reach 75% of the class at greater than 2.0x frequency. The plan focuses on notifying potential class members by targeting media to the health seeking Target Audience profile utilizing research through MRI and Facebook. Earned media and word of mouth initiatives further augment the notice plan by placing media in native environments such as blogs and social media.

**Achieves over 13 million targeted impressions and a projected 75% reach at 2.0x frequency**

“ 100% Digital Focus

“ Total Budget: \$35,950

“ Total Impressions: over 13 Million



## FRWD

[illegible]

## Media Examples - Display



### Display Media

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- “ Custom-built display channels with hand-selected domains based on websites that are highly-trafficked by class members.
- “ Display media serves as an awareness vehicle, however it also drives web traffic.
- “ Optimization of the claim filing rate is accomplished by shifting budgets during the campaign to top performing sites.



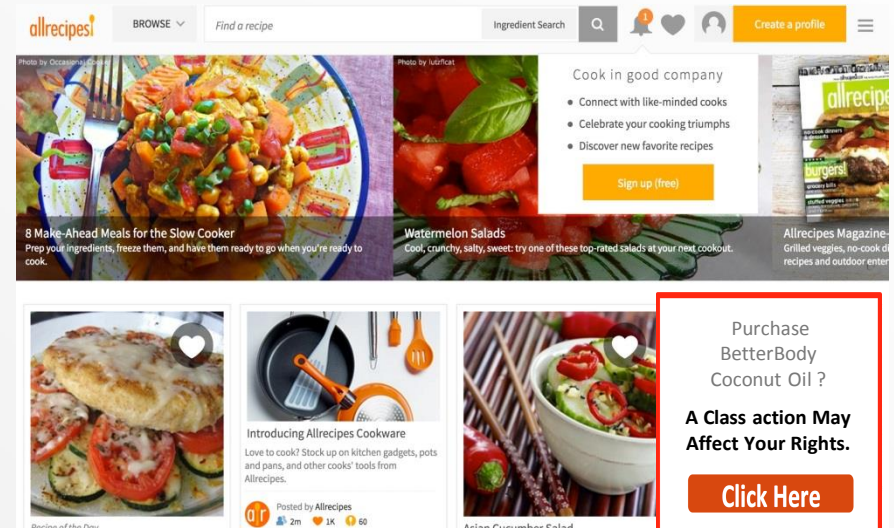
# Media Examples - Display



## Reach & Lifestyle Channels

Did You Purchase BetterBody Coconut Oil?  
A Class Action Settlement May Affect Your Rights.

CLICK HERE  
FOR MORE  
INFORMATION



\*Creative messaging will be finalized upon approval of the plan

# Media Examples - Facebook



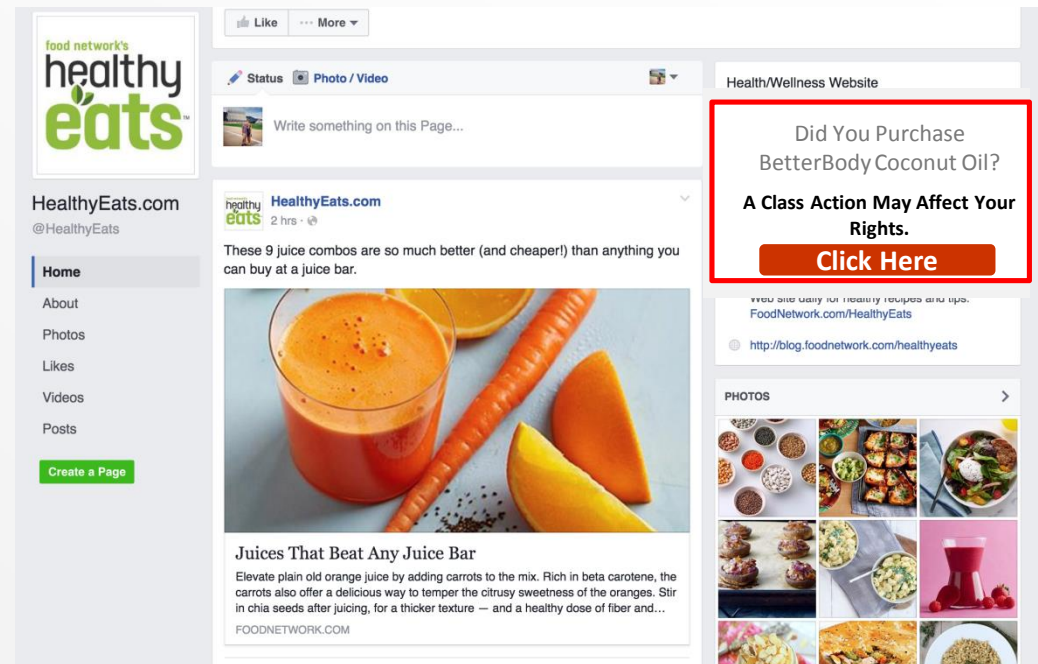
## Social Media | Click Based



Specific interests will be targeted to ensure reach of the class members. Click-based media focuses on driving traffic to the claims site.

Example interest targets:

- Recipe Sharing Pages
- Organic Food Recipe Pages
- Beauty Product Pages
- Beauty Blogs
- Yoga/Health Community Pages



\*Creative messaging will be finalized upon approval of the plan

\*Creative messaging will be finalized upon approval of the plan

### Paid Search

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Search media allows Class Members to find the Settlement website after being exposed to any form of notice. Google/Bing algorithms make it difficult for new sites to be shown organically on important terms.



# Media Examples - Search



## Paid Search

### Sample keywords:

- BetterBody Class Action
- BetterBody Case
- BetterBody Lawsuit
- BetterBody Coconut
- BetterBody

Google seventh generation class action

All News Shopping Images Videos More Search tools

About 325,000 results (0.67 seconds)

**Did You Purchase BetterBody Coconut Oil?**  
Your Rights May Be Affected.  
www.XXXXXXXXXSettlement.com

**'Natural' cleaning products contain synthetic substances ...**  
www.washingtonexaminer.com/...class-action.../elizabeth-warren  
Jan 27, 2015 - SAN FRANCISCO (Legal Newsline) - A class action lawsuit filed on Jan. ... Wildstein alleged in their lawsuit that Seventh Generation advertises ...

**Electronic Arts Reaches Preliminary \$27M Settlement in ...**  
https://www.bigclassaction.com/.../electronic-arts-reaches-preliminary-27...  
Oct 15, 2012 - Class Members of the EA football game class action settlement include ... or Wii platforms ("Seventh Generation Purchasers") will be valued at ...

**Seventh Generation Diapers EXPOSED - Mothering Forums**  
www.mothering.com/.../1303934-seventh-generation-diapers-exposed.ht...  
Mar 19, 2011 - As it turns out, Seventh Generation is just as. ... of wanting a class action lawsuit for the extra money we spent on 7th gen over regular diapers, ...

**Exposing class action objectors: Lief Cabraser, Ted Frank ...**  
blogs.reuters.com/.../exposing-class-action-objectors-lieff-cabraser-ted-fr...  
Jun 22, 2015 - Ted Frank of the nonprofit Center for Class Action Fairness (CCAF) ...

**BetterBody Settlement**  
Buy BetterBody Coconut Oil?  
Your Rights May Be Affected.  
www.XXXXXXXXXSettlement.com

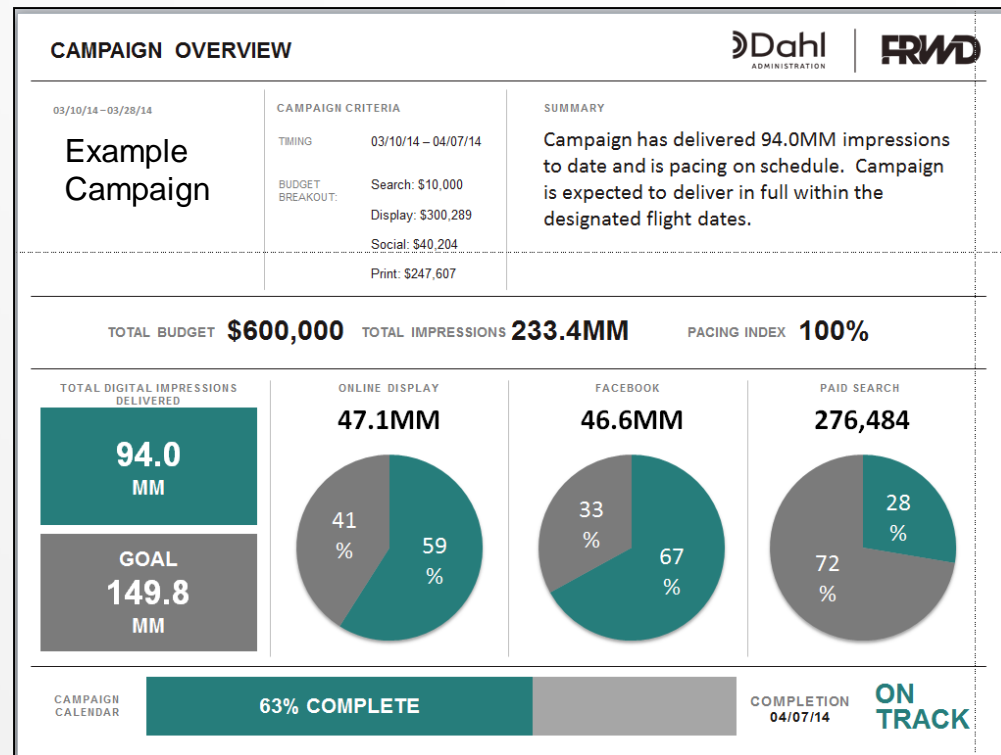
# Reporting Example



## Real-Time and Summary Reporting

“ Reporting is done daily to ensure proper pacing toward campaign goals.

“ Reporting is delivered weekly with full campaign detail to ensure proper execution of the Notice Plan.



## Notice Plan Notes and Considerations



### Dahl/FRWD Notice Plan

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1. Dahl and media partner FRWD will work with counsel to finalize a detailed Notice Plan under Court timelines.
  2. Dahl/FRWD is able to design a detailed Notice Plan consistent with Due Process and Rule 23 requirements.
  3. The detailed notice plan will include detailed declarations from Dahl/FRWD experts and additional materials to support Notice Plan approval.
  4. Listed Notice Plan cost estimates include all elements of digital notice plan planning, execution, and optimization as well as real-time reporting accessible by counsel (as applicable).
-

## Contact



## Dahl Administration and FRWD

# John Grudnowski

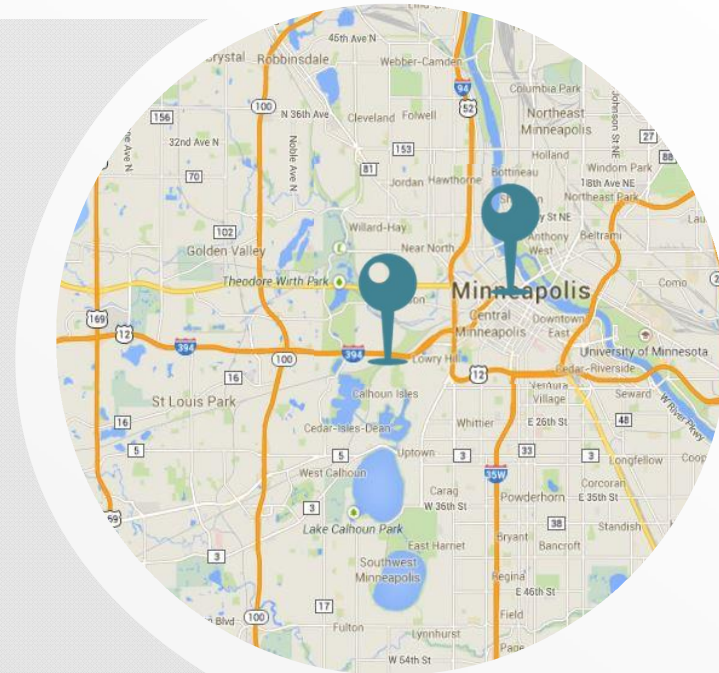
**P: 612 235 5030**

**John.Grudnowski@frwd.com**

## Jeff Dahl

**P: 952 562 3601**

**jdahl@dahladministration.com**



\* Google Maps, 2014

# **Exhibit 4**

Proposed Online Claim Filing Specification  
BetterBody Foods Settlement

## SUBMITTING A CLAIM

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### HOW TO FILE A CLAIM

There are multiple ways to submit a claim in this settlement as described below. Claims must be filed online, emailed, or postmarked for mail on or before [DATE].

1. Click the button below to file an online Claim Form. [More Information](#)

#### FILE MY CLAIM ONLINE

<More Information> Eligible class members can complete and submit a Claim Form entirely online by clicking the “File My Claim Online” button above. The online Claim Form must be completed and submitted by [DATE]. All sections of the Claim Form must be fully and properly completed in order for your claim submission to be accepted and properly filed, including an affirmation that the claim you are making is true and correct.

2. Click the button below to download and print a blank Claim Form, complete it, and submit it by mail or email. [More Information](#)

#### DOWNLOAD A BLANK CLAIM FORM

<More Information> Eligible class members can download Claim Form by clicking the “Download a Blank Claim Form” button above so they may complete the paper copy and return it by mail or email. Paper Claim Form must be completed and postmarked by mail or received by email on or before [DATE]. All sections of the Claim Form must be fully and properly completed in order for the Claim Form to be considered valid, including an affirmation that the claim you are making is true and correct.

Please return paper Claim Forms to the Claims Administrator at:

MAIL: BetterBody Foods Settlement  
c/o Dahl Administration  
P.O. Box 3614  
Minneapolis, MN 55403-0614

OR

EMAIL: [info@BetterBodySettlement.com](mailto:info@BetterBodySettlement.com)

Proposed Online Claim Filing Specification  
BetterBody Foods Settlement

**Online Claim Filing**

**Section 1 – Class Member Information**

Claimant First Name:

Claimant Middle Initial:

Claimant Last Name:

Mailing Address:

City:  State:  Zip Code:

Email:

Daytime Phone Number with Area Code:

Evening Phone Number with Area Code:

**Section II – Purchase and Product Information**

Please provide information for all of the statements below. Class Members who provide proof of purchase in the form of receipts may elect to receive either a cash payment or gift cards in the amount of their purchases. Class Members without proof of purchase will receive a refund up to \$40, comprised either of 40% cash and 60% gift cards or 100% gift cards. You may select the form of your benefits in Step 4 of this claim form. Gift cards will be redeemable for a single purchase on BetterBody's website for any product BetterBody sells.

I purchased one or more units of BetterBody Food's Extra Virgin Coconut Oil or Refined Coconut Oil between January 1, 2013 and  for personal or household use, and not for resale or distribution purposes. (Please select one.)

☐ YES ☐ NO

BetterBody Product Purchased	Total Quantity Purchased	Proof of Purchase Included? (select one)
Extra Virgin Coconut Oil – 15.5 Ounces		<input type="radio"/> YES <input type="radio"/> NO
Extra Virgin Coconut Oil – 28 Ounces		<input type="radio"/> YES <input type="radio"/> NO
Extra Virgin Coconut Oil – 36 Ounces		<input type="radio"/> YES <input type="radio"/> NO
Extra Virgin Coconut Oil – 56 Ounces		<input type="radio"/> YES <input type="radio"/> NO
Naturally Refined Coconut Oil – 15.5 Ounces		<input type="radio"/> YES <input type="radio"/> NO
Naturally Refined Coconut Oil – 28 Ounces		<input type="radio"/> YES <input type="radio"/> NO
Naturally Refined Coconut Oil – 56 Ounces		<input type="radio"/> YES <input type="radio"/> NO

Proposed Online Claim Filing Specification  
BetterBody Foods Settlement

Upload Receipts

Click here to upload Proof of Purchase receipts for all entries above where “YES” was selected above.

*[Programming Note: This button will only appear for claimants who have entered at least one “YES” in the “Proof of Purchase Included?” fields above.]*

### Section III – Settlement Benefits Election

Please indicate below if you prefer to receive your settlement benefits in the form of a cash payment, 40% cash/60% gift cards, or 100% gift cards. **Note: You must provide receipts for all of your purchases to receive a 100% cash payment.** Gift cards will be redeemable for a single purchase on BetterBody’s website for any product BetterBody sells.

Please send my settlement benefits in the following form:

- ☐ 100% Cash *[Programming Note: Only visible if receipts have been uploaded]*
- ☐ 40% Cash and 60% BetterBody gift cards
- ☐ 100% BetterBody gift cards

### Section IV – Required Affirmation

By clicking the box below, below I affirm that the information in this Claim Form and any attached Proofs of Purchase is true and correct to the best of my knowledge, and that I made the purchases claimed above during the Class Period of January 1, 2013 through \_\_\_\_\_, 2016 for personal or household use, and not for resale or distribution purposes.



**Certify and submit my Claim Form.**

<<Date automatically inserted and saved>>

# **Exhibit 5**

## **OPT-OUT FORM**

*CUMMING V. BETTERBODY FOODS & NUTRITION, LLC*  
San Diego Superior Court Case No. 37-2016-00019510-CU-BT-CTL

**This is NOT a claim form. It EXCLUDES you from this Class Action.  
DO NOT use this Form if you wish to remain IN the Class Action**

Name of Class Member: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Postal Code

Telephone: \_\_\_\_\_  
Area Code / Phone No. (Ext. if applicable)

*I understand that by opting out, I will not be eligible to receive any monetary or other relief that may result from the trial or settlement of this lawsuit, if there is one. I further understand that by opting out, all personal representatives, spouses, and relatives who on account of a personal relationship to me might assert a derivative claim will be deemed to have opted out as well.*

If you wish to opt out of (put another way, exclude yourself from) this Class Action, please check the box below.

☐

By checking this box, I affirm that I wish to be excluded from this Class Action.

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Class Member or Executor,  
Administrator, or Personal Representative

To be effective as an election to opt out of this Class Action, this Form must be completed, signed, and sent by regular mail, postmarked no later than **[date]**, to the address listed below.

The consequences of returning this Form are explained in the Notice of Settlement.

**If you choose to opt out, you must mail this Opt Out Form to the Class Action Administrator, at the following address, in an envelope postmarked NO LATER THAN **[DATE]**:**

**Dahl Administration  
Attn: BetterBody Settlement  
6465 Wayzata Blvd., Ste. 420  
Minneapolis, MN 55426**