

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

VEDA WOODARD, TERESA RIZZO-
MARINO, and DIANE MORRISON, on
behalf of themselves, all others similarly
situated, and the general public,

Plaintiffs,

vs.

LEE LABRADA; LABRADA
BODYBUILDING NUTRITION, INC.;
LABRADA NUTRITIONAL SYSTEMS,
INC.; DR. MEHMET C. OZ, M.D.;
ENTERTAINMENT MEDIA
VENTURES, INC. D/B/A OZ MEDIA;
ZOCO PRODUCTIONS, LLC; HARPO
PRODUCTIONS, INC; SONY
PICTURES TELEVISION, INC;
NATUREX, INC.; AND
INTERHEALTH NUTRACEUTICALS,
INC.,

Defendants.

Case No. 5:16-cv-00189-JGB-SP

CLASS ACTION

**JOINT STIPULATION OF
SETTLEMENT**

1 This Joint Stipulation of Settlement (“Agreement”, “Settlement Agreement”
2 or “Stipulation”) is made and entered into by and between Plaintiffs Veda
3 Woodard, Teresa Rizzo-Marino, and Diane Morrison on behalf of themselves and
4 the Settlement Class Members defined below (hereafter collectively referred to as
5 “Plaintiffs” or the “Class”), and Defendants Dr. Mehmet C. Oz, M.D., Zoco
6 Productions, LLC, Entertainment Media Ventures, Inc., and Harpo Productions,
7 Inc. (the “Media Defendants”) (collectively the “Settling Parties”) and resolves in
8 full the class action lawsuit (the “Action”) as to the Media Defendants. Subject to
9 Court approval pursuant to the applicable Federal Rules of Civil Procedure, and as
10 provided herein, the Parties hereby stipulate and agree that, in consideration for the
11 promises and covenants set forth in this Settlement Agreement and upon the entry
12 by the Court of a Final Judgment and Order Approving Settlement and the
13 occurrence of the Effective Date, the Action shall be settled and compromised
14 upon the terms and conditions contained herein.

15 **RECITALS**

16 **I. PROCEDURAL BACKGROUND**

17 1.1. WHEREAS, on February 2, 2016, Plaintiff Veda Woodard filed a
18 class action complaint in the United States District Court for the Central District of
19 California, Case No. 5:16-cv-00189-JGB-SP against Defendants Lee Labrada,
20 Labrada Bodybuilding Nutrition, Inc., Labrada Nutritional Systems, Inc., Dr.
21 Mehmet C. Oz, M.D., Entertainment Media Ventures, Inc., Zoco Productions,
22 LLC, Harpo Productions, Inc., Sony Pictures Television, Inc., Naturex, Inc. and
23 Interhealth Nutraceuticals, Inc. alleging causes of action for (1.) fraud and deceit;
24 (2.) Negligent Misrepresentation; (3.) Quasi-Contract/ Unjust Enrichment; (4.)
25 Violations of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§
26 17200, et seq.; (5.) Violations of California’s Consumers Legal Remedies Act, Cal.
27 Civ. Code §§ 1750 et seq.; (6.) Violations of California’s False Advertising Law,
28 Cal. Bus. & Prof. Code §§ 17500 et seq.; (7.) Breach of Express Warranty, Cal.

1 Comm. Code § 2313; and, (8.) Breach of Implied Warranty of Merchantability,
2 Cal. Comm. Code § 2314.

3 1.2. WHEREAS, on April 4, 2016, the Media Defendants filed a Motion to
4 Dismiss Plaintiff Woodard's class action complaint (ECF No. 45) and on April 11,
5 2016 the Media Defendants filed a Special Motion to Strike Plaintiff Woodard's
6 Class Action Complaint pursuant to California Civil Procedure Code section
7 425.16 (California's "anti-SLAPP law"). (ECF No. 49).

8 1.3. WHEREAS, on April 18, 2016, Plaintiff Woodard filed a Motion to
9 Defer Ruling on the Media Defendants' Special Motion to Strike and for Leave to
10 Conduct Discovery Pursuant to Federal Rule of Civil Procedure 56(d). (ECF No.
11 60).

12 1.4. WHEREAS, on May 12, 2016, the Court entered an Order Granting in
13 Part and Denying in Part the Media Defendants' Motion to Dismiss with Leave to
14 Amend and Granting Plaintiff Woodard's Motion to Defer Ruling on the Media
15 Defendants' Special Motion to Strike and for Leave to Conduct Discovery. (ECF
16 No. 85).

17 1.5. WHEREAS, on June 2, 2016, Plaintiffs Veda Woodard Teresa Rizzo-
18 Marino, and Diane Morrison (collectively the "Plaintiffs") filed a First Amended
19 Complaint against Defendants Lee Labrada, Labrada Bodybuilding Nutrition, Inc.,
20 Labrada Nutritional Systems, Inc., Dr. Mehmet C. Oz, M.D., Entertainment Media
21 Ventures, Inc., Zoco Productions, LLC, Harpo Productions, Inc., Sony Pictures
22 Television, Inc., Naturex, Inc. and Interhealth Nutraceuticals, Inc. alleging causes
23 of action for (1.) fraud and deceit; (2.) Negligent Misrepresentation; (3.) Violations
24 of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*;
25 (4.) Violations of California's Consumers Legal Remedies Act, Cal. Civ. Code §§
26 1750 *et seq.*; (5.) Violations of California's False Advertising Law, Cal. Bus. &
27 Prof. Code §§ 17500 *et seq.*; (6.) Breach of Express Warranty, Cal. Comm. Code §
28 2313; and, (7.) Breach of Implied Warranty of Merchantability, Cal. Comm. Code

§ 2314; (8.) Breach of Express Warranty, N.Y. U.C.C. § 2-313; (9.) Breach of Implied Warranty of Merchantability, N.Y. U.C.C. § 2-314; (10.) Breach of Express Warranties to Intended Third Party Beneficiaries; (11.) Violations of the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.*; (12.) Violations of New York's Unfair Trade Practices Law, N.Y. Gen. Bus. Law § 349; and (13.) Violations of New York's False Advertising Law, N.Y. Gen. Bus. Law § 350.

1.6. WHEREAS, on June 24, 2016, the Media Defendants filed a Motion to Dismiss Plaintiffs' First Amended Complaint. (ECF No. 94).

1.7. WHEREAS, on March 10, 2017, the Court issued an Order Granting in Part and Denying in Part the Media Defendants' Motion to Dismiss the First Amended Complaint and dismissed Defendant Sony Pictures Television, Inc. from the action with prejudice. (ECF No. 154).

1.8. WHEREAS, Plaintiffs and the Media Defendants attended three mediation sessions before the Honorable Judge Leo S. Papas (Ret.) on September 26, 2017, December 13, 2017, and February 15, 2018. Judge Papas is a highly experienced and well-regarded mediator who served as a Magistrate Judge for the U.S. District Court, Southern District of California from 1991 to 2009, including a tenure as the Presiding Judge from 2002 to 2007. The Parties submitted mediation statements, supplemental statements and supporting documents in connection with the mediation. Between the second and third mediation sessions, Judge Papas held several private telephone caucuses with respective counsel. Judge Papas' guidance with the negotiations between Class Counsel and the Media Defendants resulted in an agreement in principle, which is now finalized as reflected in this Settlement Agreement, which Plaintiffs and Class Counsel believe provides benefits to the Settlement Class, is fair, reasonable and adequate, and is in the best interests of Plaintiffs and the Settlement Class Members.

1.9. WHEREAS, this Settlement Agreement was reached after extensive review of the underlying facts and after extensive arm's length negotiations

1 between Class Counsel and counsel for the Media Defendants. During the
2 litigation of this Action, the parties have propounded and responded to several sets
3 of written discovery and produced several thousands of pages of documents and
4 electronic records. In addition, the Defendants have deposed each of the Class
5 Representatives and Class Counsel has deposed the Media Defendants' Fed. R.
6 Civ. P. 30(b)(6) designee and other personal.

7 1.10. WHEREAS, based upon the discovery and investigation to date and
8 evaluation of the facts and law relating to the matters alleged in the pleadings,
9 Plaintiffs and Class Counsel have agreed to settle, subject to court approval, the
10 claims asserted in the Action pursuant to the provisions of this Settlement
11 Agreement. In so doing, Plaintiffs and Class Counsel have considered the terms of
12 this Stipulation, the numerous risks of continued litigation and other factors,
13 including but not limited to the following:

- 14 a. The expense and length of time necessary to prosecute this Action
15 through trial;
 - 16 b. The uncertainty outcome at trial and the possibility of an appeal by
17 either side following the trial;
 - 18 c. The possibility that a contested class might not be certified, and if
19 certified, the possibility that such certification would be reversed on
20 appeal;
 - 21 d. The fact that the Media Defendants would file a motion for summary
22 judgment that, if granted, would dispose of all or many of the claims in
23 this Action;
 - 24 e. The fact that the Media Defendants could prevail on their Special
25 Motion to Strike; and
 - 26 f. The benefits being made available to Plaintiffs and the Settlement Class
27 Members under the terms of this Agreement.
- 28

1 1.11. WHEREAS, weighing the above factors, as well as all other risks and
2 uncertainties of continued litigation and all factors bearing on the merits of
3 settlement, Plaintiffs and Class Counsel are satisfied that the terms and conditions
4 of this settlement are fair, reasonable, adequate, and in the best interests of the
5 Plaintiffs and the Settlement Class Members.

6 1.12. WHEREAS, the Media Defendants deny (a) any liability or any
7 wrongdoing of any kind whatsoever; (b) that they violated any applicable laws; (c)
8 that they owe any damages or compensation to anyone with respect to the facts or
9 claims asserted in the Action; and (d) that class certification for litigation purposes
10 is proper. Nevertheless, without admitting or conceding any liability, the Media
11 Defendants consider it desirable that the Action be resolved upon the terms and
12 conditions set forth in this Settlement Agreement in order to avoid the expense,
13 risk, uncertainty, and interference with ongoing business operations inherent in any
14 litigation, and to obtain the releases as described herein. Any stipulations or
15 statements by the Media Defendants herein are made solely for settlement
16 purposes.

17 1.13. WHEREAS, the Parties have engaged in long and hard-fought
18 settlement negotiations. The combined result of the extensive negotiations is
19 memorialized in the terms set forth in this Settlement Agreement.

20 1.14. **NOW, THEREFORE,** without any admission or concession
21 whatsoever on the part of Plaintiffs of the lack of merit of this Action, or any
22 admission or concession of liability or wrongdoing or the lack of merit of any
23 defense whatsoever by the Media Defendants, it is hereby stipulated and agreed by
24 the undersigned, on behalf of Plaintiffs, the Settlement Class, and the Media
25 Defendants that the Action and all claims of the Settlement Class be settled,
26 compromised, and dismissed on the merits and with prejudice, subject to Court
27 approval as required by Federal Rule of Civil Procedure 23, on the terms and
28 conditions set forth herein and upon the Effective Date (as defined below).

1 1.15. Each party to this Settlement Agreement affirms that the recitals
2 above as to such party are true and accurate as to such party and are hereby made a
3 part of this Settlement Agreement.

4 **II. TERMS AND CONDITIONS OF SETTLEMENT**

5 **Definitions**

6 2.1. As used in this Settlement Agreement and the annexed exhibits
7 hereto, the following terms and phrases have the following meanings, unless a
8 section or subsection of this Settlement Agreement or its exhibits provides
9 otherwise. Unless otherwise indicated, defined terms include the plural as well as
10 the singular. Other capitalized terms used in this Settlement Agreement but not
11 defined above shall have the meaning ascribed to them in this Settlement
12 Agreement and the exhibits attached hereto.

13 A. “Action” means the civil action filed in the United States District
14 Court for the Central District of California, styled *Veda Woodard et al., v. Lee*
15 *Labrada, et al.*, Case No. 5:16-cv-00189-JGB-SP.

16 B. “Settlement Agreement” means this Joint Stipulation of Settlement,
17 including all Exhibits thereto.

18 C. “Authorized Claimant” means any Claimant who has timely and
19 completely submitted a Proof of Claim Form that has been reviewed and validated
20 by the Claims Administrator.

21 D. “Claim” means a request for relief pursuant to section 6.2(a)
22 submitted on a Proof of Claim Form by a Class Member to the Claims
23 Administrator.

24 E. “Claims Deadline” means the date set by the Court in the Preliminary
25 Approval Order by which Settlement Class Members must submit a claim to obtain
26 the Class Benefits described in Section VI of this Settlement Agreement.

27 F. “Claim Form” or “Proof of Claim Form” means the documents to be
28 submitted by Claimants seeking payment pursuant to this Settlement Agreement

1 that will be available online at the Settlement Website, substantially in the form
2 attached hereto as Exhibit A.

3 G. “Claimant” means any Class Member who seeks a Settlement
4 Payment that submits a Claim Form pursuant to this Settlement Agreement.

5 H. “Claims Administration Expenses” means the fees and expenses
6 incurred by the Claims Administrator in completing the claims administration
7 process set forth in this Agreement.

8 I. “Claims Administrator” or “Settlement Administrator” means KCC,
9 LLC Administration, which will provide the Class Notice and administer the
10 claims process. Plaintiffs shall select a successor in the event one becomes
11 necessary, subject to approval by the Media Defendants, which approval shall not
12 be unreasonably withheld.

13 J. “Claim Deadline” or “Claim Period Close Date” means the date 120
14 days (not including the day of the event) following the later of: (i) the last
15 published notice as identified in the Notice Plan; or (ii) establishment of the
16 Settlement Website.

17 K. “Class Counsel” means, subject to Court approval to represent the
18 Settlement Class, the Law Offices of Ronald A. Marron, APLC and the law firm of
19 Cohelan, Khoury, and Singer and any attorneys at those firms assisting in the
20 representation of the Class in this Action.

21 L. “Class Notice” means the Court-approved notices to the Class to be
22 disseminated by the Claims Administrator as set forth in the Claims
23 Administrator’s Notice Media Plan and in accordance with the Court’s Preliminary
24 Approval Order, but which may be modified as necessary to comply with the
25 provisions of this Settlement Agreement, and which are to be provided to the Class
26 Members pursuant to this Settlement Agreement.

1 M. “Class Period” or “Settlement Class Period” shall mean and refer to
2 the time period beginning on February 2, 2012 and ending on the date until the
3 date of the Order of Preliminary Approval of this Agreement.

4 N. “Class Representatives” means named Plaintiffs Veda Woodard,
5 Teresa Rizzo-Marino, and Diane Morrison.

6 O. “Class Representative Enhancement” or “Incentive Award” means
7 any award sought by application to and approved by the Court that is payable to
8 the Class Representatives and named Plaintiffs from the Settlement Fund for their
9 role as the class representatives and/or named plaintiffs and for the responsibility
10 and work attendant to those roles.

11 P. “Court” means the United States District Court for the Central District
12 of California.

13 Q. “Defendants” or “Media Defendants” means Defendants Dr. Mehmet
14 C. Oz, M.D., Zoco Productions, LLC, Harpo Productions, Inc., and Entertainment
15 Media Ventures, Inc.

16 R. “Defense Counsel” means the law firms of Jackson Walker, LLP and
17 Ford, Walker, Haggerty, & Behar, LLP and any attorneys at those firms assisting
18 in the representation of the Media Defendants in the Action.

19 S. “Escrow Account” means the escrow account managed by the Escrow
20 Agent, which shall be the sole escrow account for compensation of Class Members
21 under the Settlement Agreement.

22 T. “Escrow Agent” means the agreed-upon entity to address and hold for
23 distribution the funds identified in this Settlement Agreement. The Parties agree
24 that KCC, LLC shall serve as the Escrow Agent and will place the Settlement
25 Funds in an interest bearing account, subject to approval by the Court.

26 U. “Fee and Expense Award” means the amount of any attorneys’ fees
27 and reimbursement of litigation expenses awarded to Class Counsel under their Fee
28 Application based on their work prosecuting the Action and creating the benefits of

1 this Settlement Agreement.

2 V. “Final Approval Date” or “Effective Date” means the first date that is
3 three business days after all of the following have occurred: (i) the Court has
4 entered an order granting final approval of the Settlement Agreement in
5 accordance with the terms of this Settlement Agreement; (ii) the time for any
6 challenge or objection to the Settlement Agreement, both in the Court and on
7 appeal, has elapsed; and (iii) the Settlement Agreement has become final, either
8 because no timely challenge or objection was made to it or because any timely
9 challenge or objection has been finally adjudicated and rejected. [For purposes of
10 this paragraph, an “appeal” shall not include any appeal that concerns solely the
11 issue of Class Counsel’s request for attorneys’ fees and expenses and for Incentive
12 Awards to the Class Representatives.]

13 W. “Final Judgment” means the “Final Judgment and Order of Dismissal”
14 to be entered by the Court, which, among other things, fully and finally approves
15 the Settlement and dismisses the litigation with prejudice, and retains continuing
16 jurisdiction over the interpretation, implementation, and enforcement of the
17 settlement.

18 X. “Notice” or “Class Notice” means the Court approved “Notice of
19 Proposed Class Action Settlement” attached as Exhibits “A” and “D”).

20 Y. “Notice Date” or “Notice Deadline” means the date on which the
21 Settlement Administrator completes the Online Notice, consistent with the
22 Preliminary Approval Order, to Settlement Class Members.

23 Z. “Objection” is the written communication that a Settlement Class
24 Member may file with the Court in order to object to this Agreement as provided
25 for in Section IV, 4.4 of this Settlement Agreement.

26 AA. “Objection/Exclusion Deadline” means the date the Court orders in its
27 Preliminary Approval Order, as referred to in Section 4.3 of this Agreement.

28

1 BB. “Party” or “Parties” means Plaintiffs and the Media Defendants in this
2 litigation.

3 CC. “Plaintiffs” means the class representatives, Veda Woodard, Teresa
4 Rizzo-Marino, and Diane Morrison, on behalf of themselves and each of the
5 Settlement Class Members.

6 DD. “Person” means any individual, corporation or any other entity of any
7 nature whatsoever.

8 EE. “Preliminary Approval Date” means the date of entry of the Court’s
9 order granting preliminary approval of the Settlement Agreement.

10 FF. “Preliminary Approval Order” means the Court’s order to be entered
11 by the Court, substantially in the form of Exhibit E, preliminarily approving the
12 Settlement Agreement, certifying the Settlement Class, setting the due date of the
13 Final Approval Hearing approving the Settlement Notice Plan, and Claim Form,
14 and setting the Opt Out Date, Objection Date and Notice Date.

15 GG. “Products” and “Class Products” means the following Products
16 purchased by the Class Members: (A) any Green Coffee Bean Extract and/or
17 Garcinia Cambogia product from any manufacturer, including but not limited to
18 the Labrada Dual Action Fat Buster with Supercitrimax® Garcinia Cambogia and
19 the Labrada Fat Loss Optimizer with Svetol® Green Coffee Bean Extract, from
20 February 2, 2012 until the date notice is disseminated in this action, and saw any
21 fake ad purported to be sourced from or approved by Dr. Oz or Media Defendants;
22 or (B) any weight loss product, ingredient, and/or plant after viewing, at any time,
23 any portion of Episode 3-143, Episode 4-018, or Episode 4-052 of The Dr. Oz
24 Show, or viewing, at any time, any portion of Doctoroz.com on or after April 26,
25 2012 related to Green Coffee Bean Extract and/or Garcinia Cambogia, or after
26 seeing any fake ad purported to be sourced from or approved by Dr. Oz or Media
27 Defendants, even if it resulted in weight loss.

1 HH. “Released Claims” or “Class Released Claims” means any and all
2 actions, claims, demands, rights, suits, and causes of action of whatever kind or
3 nature against the Released Persons, including damages, costs, expenses, penalties,
4 and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity
5 arising out of or relating to any act, failure to act, omission, misrepresentation,
6 statement, fact, event, transaction, matter, occurrence or allegation that were raised
7 or could have been raised in the Action, including allegations of false, misleading
8 or deceptive statements or misrepresentations or any other statements relating to
9 the purchase of (A) any Green Coffee Bean Extract and/or Garcinia Cambogia
10 product from any manufacturer, including but not limited to the Labrada Dual
11 Action Fat Buster with Supercitrimax® Garcinia Cambogia and the Labrada Fat
12 Loss Optimizer with Svetol® Green Coffee Bean Extract, from February 2, 2012
13 until the date notice is disseminated in this action, and saw any fake ad purported
14 to be sourced from or approved by Dr. Oz or Media Defendants; or (B) any weight
15 loss product, ingredient, and/or plant after viewing, at any time, any portion
16 of Episode 3-143, Episode 4-018, or Episode 4-052 of The Dr. Oz Show, or
17 viewing, at any time, any portion of Doctoroz.com on or after April 26, 2012
18 related to Green Coffee Bean Extract and/or Garcinia Cambogia, or after seeing
19 any fake ad purported to be sourced from or approved by Dr. Oz or Media
20 Defendants, even if it resulted in weight loss. The parties and each of them do
21 hereby assume the above-mentioned risks and agree that the settlement agreement
22 shall apply to all unknown or unanticipated results of the occurrences described
23 above, as well as those known and anticipated, and upon advice of counsel, each
24 party does hereby knowingly waive any and all rights and protections
25 under California Civil Code Section 1542 and like statutes from other states, which
26 section has been duly explained to the Settling Parties and states as follows:

27 “A general release does not extend to claims which the creditor does
28 not know or suspect to exist in his or her favor at the time of

1 executing the release, which if known by him or her must have
2 materially affected his or her settlement with the debtor.”

3 Additionally, Plaintiffs and all class members who do not timely opt out of
4 the defined class in the Settlement Agreement will covenant not to sue the
5 Released Parties.

6 II. “Released Persons” means Dr. Mehmet C. Oz, M.D., Zoco
7 Productions, LLC, Harpo Productions, Inc., Sony Pictures Television Inc., and
8 Entertainment Media Ventures, Inc., each, any and all of their respective past,
9 present, and future heirs, executors, administrators, predecessors, successors,
10 assigns, parent companies, owners, subsidiaries, divisions, joint venturers, entities
11 in which the Media Defendants have a controlling interest, holding companies,
12 employees, agents, consultants, marketing partners, resellers, lead generators,
13 telemarketers, independent contractors, insurers, reinsurers, directors, officers,
14 partners, principals, attorneys, accountants, financial advisors, investors,
15 investment bankers, underwriters, shareholders, auditors, legal representatives,
16 successors in interest, affiliates, trusts, and corporations; and each and all of the
17 past, present, and future officers, directors, principals, representatives, employees,
18 agents, shareholders, attorneys, successors, executors, and assigns of any of the
19 foregoing entities. (“Released Parties”). This release specifically excludes Non-
20 Settling Defendants Interhealth Nutraceuticals, Inc., Naturex, Inc., Lee Labrada,
21 Labrada Bodybuilding Nutrition, Inc., and Labrada Nutritional Systems, Inc.

22 JJ. “Request for Exclusion” means the written communication that must
23 be sent to the Settlement Administrator and postmarked on or before the
24 Objection/Exclusion Deadline by a Settlement Class Member who wishes to be
25 excluded from the Settlement Class.

26 KK. " Settlement Agreement" means this agreement, including its attached
27 exhibits (which are incorporated herein by reference), duly executed by Class
28 Counsel, Media Defendants' counsel and EMV counsel.

1 LL. "Settlement Class Member(s)" or "Member(s) of the Settlement
2 Class" or "Class Members" means: All persons in the United States who purchased
3 (A) any Green Coffee Bean Extract and/or Garcinia Cambogia product from any
4 manufacturer, including but not limited to the Labrada Dual Action Fat Buster with
5 Supercitrimax® Garcinia Cambogia and the Labrada Fat Loss Optimizer with
6 Svetol® Green Coffee Bean Extract, from February 2, 2012 until the date notice is
7 disseminated in this action, and saw any fake ad purported to be sourced from or
8 approved by Dr. Oz or Media Defendants; or (B) any weight loss product,
9 ingredient, and/or plant after viewing, at any time, any portion of Episode 3-143,
10 Episode 4-018, or Episode 4-052 of The Dr. Oz Show, or viewing, at any time, any
11 portion of Doctoroz.com on or after April 26, 2012 related to Green Coffee Bean
12 Extract and/or Garcinia Cambogia, or after seeing any fake ad purported to be
13 sourced from or approved by Dr. Oz or Media Defendants, even if it resulted in
14 weight loss.

15 Excluded from the Settlement Class are: (1) all judges and magistrates who have
16 presided or are presiding over this action (or the judge or Magistrate presiding over
17 the action through which this matter is presented for settlement); (2) the
18 defendants, defendants' subsidiaries, parent companies, successors, predecessors,
19 and any entity in which the defendants or their parents have a controlling interest
20 and their current or former officers, directors, and employees; (3) persons who
21 properly execute and file a timely request for exclusion from the class; and (4)
22 legal representatives, successors or assigns of any such excluded person.

23 MM. "Settlement Fund" means the amount to be deposited by the Media
24 Defendants into the Escrow Account from which the Claims Administrator shall
25 pay all expenses associated with Settlement as approved by the Court including
26 without limitation, Class Notice, administration, Claims, the Settlement Payment,
27 Class Representative Enhancement or Incentive awards and Class Counsel legal
28 expenses and attorneys' fees, as described in Section VI.

1 NN. “Settlement Hearing” or “Fairness Hearing” means the hearing(s) , to
2 be held after notice has been provided to the Settlement Class in accordance with
3 this Settlement Agreement (1) to determine whether to grant final approval to (a)
4 the certification of the Settlement Class, (b) the designation of Class
5 Representatives as the representatives of the Settlement Class, (c) the designation
6 of Class Counsel as counsel for the Settlement Class, and (d) the Settlement
7 Agreement; (2) to consider whether to enter the Final Approval Order; and (3) to
8 rule on Class Counsel’s Fee and Expense Award application. The Parties shall ask
9 the Court to schedule a date for the Settlement Hearing 120 days after the Court
10 enters the Preliminary Approval Order, and no sooner than 90 days after the date
11 the Motion for Preliminary Approval is filed to permit the necessary notices under
12 the Class Action Fairness Act of 2005 (28 U.S.C. §1715).

13 OO. “Settlement Notice and Other Administrative Costs” means all fees,
14 costs and expenses actually incurred by the Settlement Administrator in the
15 creation and dissemination of Class Notice, establishment of the Settlement
16 Website, and the processing, handling, reviewing, and paying of claims made by
17 Claimants.

18 PP. “Settlement Payment” means the amount to be paid to Authorized
19 Claimants as described in Section VI.

20 QQ. “Settlement Website” means the website to be created and maintained
21 by the Claims Administrator to provide the Settlement Class with information
22 relating to the Settlement, including relevant documents and electronic and
23 printable forms relating thereto, including the Claim Form which can be submitted
24 online through an Internet-based form or printed and mailed. The Settlement
25 Website shall be activated no later than ten (10) days after the Court enters the
26 Preliminary Approval Order.

1 2.2. Other capitalized terms used in this Stipulation but not defined above
2 shall have the meaning ascribed to them in this Stipulation and the exhibits
3 attached hereto.

4 **III. CERTIFICATION OF A SETTLEMENT CLASS FOR**
5 **SETTLEMENT PURPOSES ONLY**

6 3.1 The Media Defendants hereby consent, solely for purposes of the
7 settlement set forth herein, to the certification of a nationwide Settlement Class
8 pursuant to Federal Rules of Civil Procedure 23(b)(3) to the appointment of Class
9 Counsel as counsel for the Settlement Class, and to the conditional approval of
10 Plaintiffs as suitable representatives of the Class; provided, however, that if this
11 Settlement Agreement fails to receive Court approval or otherwise fails to be
12 consummated, including, but not limited to, [the Judgment not becoming final as
13 provided in § IX of this Stipulation,] then the Media Defendants retain all rights
14 they had immediately preceding the execution of this Settlement Agreement to
15 object to the maintenance of this Action as a class action, and in that event, nothing
16 in this Settlement Agreement or other papers or proceedings related thereto shall
17 be used as evidence or argument by any Party concerning whether any aspect of
18 the Action including whether it alleges meritorious claims or may properly be
19 maintained as a class action.

20 **IV. APPROVAL PROCEDURES AND RELATED PROVISIONS**

21 **Dismissal of Defendants**

22 4.1. Plaintiffs shall request dismissal of Dr. Mehmet C. Oz M.D. and
23 Entertainment Media Ventures, Inc., with prejudice from the Action, and will
24 request such dismissal in their motion for final approval and at the hearing seeking
25 final approval of this Settlement Agreement.

26 **Public Statements**

27 4.2. Once the Court approves this Settlement Agreement, the Parties will
28 issue the agreed upon joint statement which includes, without limitation, language

1 that notes that Dr. Mehmet Oz M.D., and Entertainment Media Ventures, Inc.,
2 were previously dismissed with prejudice, and that Harpo Productions, Inc., and
3 Zoco Productions, LLC have not admitted wrongdoing but continue to deny
4 allegations of the complaint, attached hereto as Exhibit B. Plaintiffs are prohibited
5 from issuing any public statement regarding the underlying action and/or
6 settlement agreement without prior approval from the Media Defendants.

7 **Motion for Preliminary Approval and Good Faith Determination**

8 4.3. Upon the execution of this Settlement Agreement, the Parties shall
9 concurrently file (1) a motion seeking a determination of good faith settlement
10 from the Court on Media Defendants' motion pursuant to Cal. Civ. P. 877.6, and
11 (2) a motion seeking Preliminary Approval of this Settlement, including all
12 Exhibits, and shall jointly move the Court for entry of an order, which by its terms
13 shall:

14 (a) Determine preliminarily that this Settlement Agreement falls within the
15 range of reasonableness meriting possible final approval and dissemination of
16 Class Notice to the Settlement Class;

17 (b) Determine preliminarily that the Class Representatives are members of the
18 Settlement Class and that, for purposes of the Settlement Agreement, they satisfy
19 the requirements of Rule 23 and that they adequately represent the interests of the
20 Settlement Class Members, and appoint them as the Class Representatives of the
21 Settlement Class;

22 (c) Conditionally certify the Settlement Class for purposes of the Settlement
23 Agreement under Rule 23(b)(3) for settlement purposes only;

24 (d) Appoint the Law Offices of Ronald A. Marron, APLC and the law firm of
25 Cohelan Khoury & Singer as Class Counsel pursuant to Rule 23(g);

26 (e) Schedule the Final Approval Hearing to: (i) determine finally whether the
27 Settlement Class satisfies the applicable requirements of Rule 23 and should be
28 finally certified for settlement purposes only; (ii) review objections, if any,

1 regarding the Settlement Agreement; (iii) consider the fairness, reasonableness and
2 adequacy of the Settlement Agreement; (iv) consider Class Counsel's application
3 for an award of Attorneys' Fees and Expenses; (v) determine the validity of
4 Requests for Exclusion and exclude from the Settlement Class those persons who
5 validly and timely opt out; and (vi) consider whether the Court shall issue the Final
6 Judgment and Order Approving Settlement and dismissing the Actions with
7 prejudice;

8 (f) Set a briefing schedule for the Final Approval Hearing;

9 (g) Approve the proposed Class Notices and Notice Program;

10 (h) Approve the designation of KCC, LLC as the Settlement Administrator;

11 (i) Direct the Settlement Administrator to cause the Class Notices to be
12 disseminated in the manner set forth in the Notice Program on or before the Notice
13 Dates;

14 (j) Determine that the Class Notices and the Notice Program: (i) meet the
15 requirements of Rule 23(c)(3) and due process; (ii) are the best practicable notice
16 under the circumstances; (iii) are reasonably calculated, under the circumstances,
17 to apprise Settlement Class Members of the pendency of the Action, their right to
18 object to the proposed Settlement, opt out of the Settlement Class, or participate
19 within the timeframe provided herein; and (iv) are reasonable and constitute due,
20 adequate and sufficient notice to all those entitled to receive notice;

21 (k) Require each Settlement Class Member who wishes to opt out of the
22 Settlement Class to submit a timely written Request for Exclusion, on or before the
23 Opt Out and Objection Date, to the Claims Administrator, to Class Counsel, and to
24 Defendants' Counsel, as specified in Section VIII of this Settlement Agreement;

25 (l) Rule that any Settlement Class Member who does not submit a timely
26 written Request for Exclusion will be bound by all proceedings, orders and
27 judgments in the Action;

28

(m) Require any Settlement Class Member who wishes to object to the fairness, reasonableness or adequacy of the Settlement Agreement, to the award of Attorneys' Fees and Expenses, or to the Incentive Awards, to submit to the Settlement Administrator and deliver to Class Counsel and Defendants' Counsel, by the Opt Out and Objection Date, a statement of his or her objection, as well as the specific reason for each objection, including any legal support the Settlement Class Member wishes to bring to the Court's attention and any evidence the Settlement Class Member wishes to introduce in support of his or her objection, and to state whether the Settlement Class Member and/or his or her counsel wishes to make an appearance at the Final Approval Hearing, or be forever barred from separately objecting; and

(n) Establish the following:

(i) The date and time of the Final Approval Hearing;

(ii) The Notice Dates: The Parties propose that the Class Settlement Notice Date be within forty-five (45) days after the entry of the Preliminary Approval Order and at least fifty-five (55) days before the Final Approval Hearing, and the Settlement Fund distribution be no more than sixty (60) days after the Effective Date;

(iii) The Opt Out and Objection Date: The Parties propose that the Opt Out and Objection Date be the date that is thirty (30) days prior to the Final Approval Hearing;

(iv) Claims Deadlines: The Parties propose that the Claims Deadline for submission of Claims be one-hundred thirty-five (135) days after the Court first sets a date for the Final Approval Hearing.

4.4. Requests for Exclusion.

a. Any Settlement Class Member who does not wish to participate in this Settlement Agreement must submit a Request for Exclusion to the Claims Administrator stating an intention to be "excluded" from this Settlement. The

1 request for exclusion must contain the Settlement Class Member's name, current
2 address, and telephone number. The Request for Exclusion must be either (i)
3 personally signed by the Settlement Class Member, dated and mailed to the Claims
4 Administrator and postmarked on or before the Objection/Exclusion Deadline, or
5 (ii) electronically signed by the Settlement Class Member, and submitted to the
6 Claims Administrator through the Settlement Website on or before the
7 Objection/Exclusion Deadline. So-called "mass" or "class" opt-outs shall not be
8 allowed. The date of the postmark on the return mailing envelope and/or the date
9 of online submission through the Settlement Website shall be the exclusive means
10 used to determine whether a Request for Exclusion has been timely submitted. Any
11 Settlement Class Member whose request to be excluded from the Settlement Class
12 is approved by the Court will not be bound by this Settlement Agreement and will
13 or have no right to object, appeal or comment thereon.

14 b. Any Settlement Class Member who does not timely submit a Request
15 for Exclusion as provided in the preceding paragraph shall be bound by all
16 subsequent proceedings, orders, and the Final Judgment in the, even if he or she
17 has pending, or subsequently initiates litigation, arbitration, or any other
18 proceeding against Defendants relating to the Released Claims.

19 4.5. Objections to the Settlement

20 a. Any Settlement Class Member, on his or her own, or through an
21 attorney hired at his or her own expense, may object to the terms of the Settlement
22 or Class Counsel's application for an Award of Attorneys' Fees and Expenses
23 and/or the Incentive Awards. Any Objection must be in writing and include the
24 contents described in Paragraph (b) below, and must be filed with the Court and
25 sent to counsel for the Parties as set forth below via U.S. Mail and e-mail, on or
26 before the Objection/Exclusion Deadline or as the Court otherwise directs. Any
27 Objections not raised properly and timely are will be waived. Objections must be
28 sent to each of the following persons:

1 Ronald A. Marron
2 **LAW OFFICES OF RONALD A. MARRON**
3 651 Arroyo Drive
4 San Diego, CA 92103
5 Telephone: (619) 696-9006
6 Email: ron@consumersadvocates.com

7 Charles L. Babcock
8 **JACKSON WALKER, LLP**
9 1401 McKinney Suite 1900
10 Houston, Texas 77010
11 Telephone: 713.752.4200
12 Facsimile: 713.752.4221
13 Email: cbabcock@jw.com

14 b. To be effective, any Objection described in Paragraph (a) must
15 contain all the following information: (i) a reference at the beginning to the title of
16 the Action, i.e., , *Veda Woodard et al. v. Lee Labrada, et al.*; (ii) the objector's full
17 name, address, and telephone number (and your lawyer's name, address and
18 telephone number if you are objecting through counsel); (iii) a statement of his/her
19 membership in the Settlement Class, including a verification under oath as to the
20 date and location of their purchase of Class Products and/or a Proof of Purchase
21 reflecting such purchase and any other information required by the Claim Form;
22 (iv) a written statement of all grounds for the Objection, accompanied by any legal
23 support for such objection; (v) copies of any papers, briefs, or other documents
24 upon which the Objection is based; (vi) a list of all persons who will be called to
25 testify in support of the Objection; (vii) a statement of whether the objector intends
26 to appear at the Settlement Hearing (Note, if the objector intends to appear at the
27 Settlement Hearing through counsel, the objection must also state the identity of all
28 attorneys representing the objector who will appear at the Settlement Hearing);
(viii) a list of the exhibits the objector may offer during the fairness hearing, along
with copies of such exhibits; and (ix) the objector's signature. In addition,
Settlement Class Members, if applicable, must include with their Objection (i) the
identity of all counsel who represent the objector, including former or current
counsel who may be entitled to compensation for any reason related to the

1 objection; (ii) a detailed list of any other objections submitted by the Settlement
2 Class Member, or his/her counsel, to any class actions submitted in any court,
3 whether state or federal, in the United States in the previous five (5) years.

4 c. The filing of an Objection allows Class Counsel and The Media
5 Defendants' Counsel to take the objector's deposition consistent with the Federal
6 Rules of Civil Procedure at an agreed upon location, and to seek any documentary
7 evidence or other tangible things that are relevant to the Objection. Failure by an
8 objector to make himself or herself available for a deposition or otherwise comply
9 with expedited discovery requests may result in the Court striking the objector's
10 objection and otherwise denying the objector the opportunity to make an Objection
11 or be further heard.

12 d. Any Settlement Class Member who fails to file and serve timely a
13 written Objection containing all of the information listed above in the previous
14 paragraphs, including notice of his/her intent to appear at the final approval
15 hearing, shall not be permitted to object to the Settlement and shall be foreclosed
16 from seeking any review of the Settlement Agreement or the terms of the
17 Settlement Agreement by any means, including but not limited to an appeal.

18 e. The Media Defendants have the right, at their sole option, to withdraw
19 from the Settlement Agreement if the Requests for Exclusion exceed 10%. Further,
20 the Media Defendants have the right to withdraw from this Settlement Agreement
21 if this term is not approved by the Court. If Media Defendants withdraw approval
22 of the Settlement Agreement, the Settlement Fund shall be promptly returned to the
23 Media Defendants. Any reasonable costs incurred by the Class Administrator prior
24 to that time will be borne equally by the Media Defendants and the Plaintiffs, such
25 that Plaintiffs shall promptly reimburse one-half of such costs to the Media
26 Defendants.

1 **Cooperation**

2 4.6. The Settling Parties and their counsel agree to cooperate fully with
3 one another and to use their best efforts to effectuate the Settlement, including
4 without limitation, in seeking Preliminary Approval and Final Approval of the
5 Settlement Agreement and the settlement embodied herein, carrying out the terms
6 of this Settlement Agreement, and promptly agreeing upon and executing all such
7 other documentation as may be reasonably required to obtain final approval by the
8 Court of the Settlement Agreement. The Parties shall cooperate in good faith and
9 undertake all reasonable actions and steps in order to accomplish the events
10 described in this Settlement Agreement.

11 **V. CLASS NOTICE OF SETTLEMENT**

12 **General Terms**

13 5.1. The Class Notice shall:

- 14 a. inform Settlement Class Members that, if they do not exclude
15 themselves from the Class, they may be eligible to receive the relief
16 under the proposed settlement;
17 b. contain a short, plain statement of the background of the Litigation,
18 the Class certification and the proposed settlement;
19 c. describe the proposed settlement relief outlined in this Stipulation;
20 d. explain the impact of the proposed settlement on any existing
21 litigation, arbitration or other proceeding; and
22 e. state that any relief to Settlement Class Members is contingent on the
23 Court's final approval of the proposed settlement.
24 f. state the Plaintiffs' counsel will seek an award of attorneys fees and
25 expenses from the Settlement Funds.
26
27
28

1 5.2. Following Preliminary Approval, all activity in the Action shall be
2 stayed except to the extent necessary to effectuate this Agreement unless and until
3 this Settlement Agreement is terminated pursuant to its terms and conditions.

4 5.4. Notice to State and Federal Officials. In compliance with the attorney
5 general notification provision of the Class Action Fairness Act of 2005 (“CAFA”),
6 28 U.S.C. §1715, within ten (10) days after the motion for Preliminary Approval is
7 filed, the Claims Administrator and/or The Media Defendants shall cause notice of
8 this proposed Settlement Agreement to be served on the Attorney General of the
9 United States, and the attorneys general of each state or territory in which a
10 Settlement Class Member resides. Defendants shall file with the Court a
11 certification stating the date(s) on which the CAFA notices were sent. The Claims
12 Administrator and/or The Media Defendants will provide Class Counsel with any
13 substantive responses received in response to any CAFA notice served by it.

14 5.5 Notice to the Settlement Class Members. Upon Preliminary Approval
15 of this Agreement, the Claims Administrator shall cause the Settlement Notice to
16 be made as follows and as set forth below:

17 a. Print Publication Notice. On or before the Notice Deadline, the
18 Claims Administrator will cause Notice, in the form approved by the Court, to be
19 published based on KCC’s Notice Plan with publication strategy which is attached
20 hereto as Exhibit D.

21 b. Settlement Website. On or before the Notice Deadline, the Settlement
22 Administrator shall establish the Settlement Website, from which Settlement Class
23 Members may download or print the Website Notice, a complete copy of this
24 Agreement and the Preliminary Approval Order and submit a Claim Form. The
25 Settlement Website shall include the deadlines for filing claims, requests for
26 exclusion from the Settlement Class, Objections and the Final Approval Date and
27 other information pertaining to the Settlement, a voice recorded IVR with FAQ’s
28 and an interactive function that permits Settlement Class Members to download a

1 Claim Form online and/or to file a Claim Form via the website or by mail and post-
2 marked by the Claims Deadline. The Claims Administrator shall establish the
3 Settlement Website using a website name to be mutually agreed upon by the
4 Parties. The website shall be operative no later than the Notice Date and shall be
5 accessible for a period of not fewer than five (5) days following the expiration of
6 the time for submissions of claims.

7 c. Toll-Free Interactive Voice Response (“IVR”). On or before the
8 Notice Deadline, the Settlement Administrator shall establish a Toll-Free IVR
9 phone number with script recordings of information about this Settlement,
10 including information about the Claim Form, utilizing the relevant portions of the
11 language contained in the Notice and Claim Form. The phone number shall remain
12 open and accessible through the Claim Deadline. The Settlement Administrator
13 shall make reasonable provision for Class Counsel to be promptly advised of
14 recorded messages left on the phone number by potential Settlement Class
15 Members concerning the Action and/or this Settlement Agreement, so that Class
16 Counsel may timely and accurately respond to such inquiries; provided however,
17 the Settlement Administrator shall review the recorded messages before providing
18 them to Class Counsel, and if one or more of the messages requests a blank Claim
19 Form or other similar administrative assistance only, then the Settlement
20 Administrator shall handle such administrative request(s), but the Settlement
21 Administrator shall provide all other messages to Class Counsel for any further
22 response to the Settlement Class Member.

23 5.6 Retention of Class Action Settlement Administrator. Subject to Court
24 Approval, KCC, LLC shall be retained as the Class Action Settlement
25 Administrator to help implement the terms of the proposed Settlement Agreement.

26 5.7 Responsibilities of Settlement Administrator: The Settlement
27 Administrator will help implement the terms of this Stipulation of Settlement. The
28 Settlement Administrator shall be responsible for administrative tasks, including,

1 without limitation, (a) arranging, as set forth in this Section and in the Preliminary
2 Approval Order, for distribution of Class Notice (in the form approved by the
3 Court) and Claims Forms (in the form approved by the Court) to Settlement Class
4 Members, (b) answering inquiries from Settlement Class Members and/or
5 forwarding such written inquiries to Class Counsel or their designee, (c) receiving
6 and maintaining on behalf of the Court and the Parties any Settlement Class
7 Member correspondence regarding Requests for Exclusion from the Settlement
8 Agreement, (d) posting notices on the Settlement Website, Claim Forms, and other
9 related documents, (e) receiving and processing claims and distributing Settlement
10 Payments, and (f) answering inquiries and providing information reasonably
11 requested by the Media Defendants and (g) otherwise assisting with
12 implementation and administration of the Settlement Agreement terms.

13 5.8 General Claims Administration and Review of Claims. The Claims
14 Administrator shall be responsible for reviewing and administering all claims to
15 determine their validity. The Claims Administrator shall reject any claim that does
16 not comply in any material respect with the instructions on the Claim Form or the
17 terms of this Agreement, or is submitted after the Claim Period Close Date.

18 5.9 Claims Process. The Claims Administrator shall retain copies of all
19 Claims submitted and all documentation of claims approved or denied and all
20 Settlement Payments made. The Claims Administrator agrees to be subject to the
21 direction and authority of the Court with respect to the administration of the
22 Settlement and the payment of refunds for Accepted Claims pursuant to the terms
23 of this Agreement. Upon determining that a Claim submitted pursuant to this
24 Agreement is valid and determining the amount of Settlement Payment, the Claims
25 Administrator shall notify The Media Defendants and Class Counsel of that
26 determination. The Media Defendants shall have 30 days following this notice to
27 challenge the claim. The Media Defendants shall be permitted to submit to the
28 Claims Administrator, with a copy to Class Counsel, any information

1 demonstrating that the submitted Claim is not valid. The Claims Administrator
2 may then contact the Settlement Class Member who submitted the claim to request
3 any further information. The Claims Administrator shall then make a final
4 determination that is not challengeable by any Party.

5 5.10 The contract with the Class Action Settlement Administrator shall
6 obligate the Class Action Settlement Administrator to abide by the following
7 performance standards:

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

12 ii. the Class Action Settlement Administrator shall provide prompt,
13 accurate, and objective responses to inquiries from Class Counsel, The Media
14 Defendants, or The Defendants' Counsel.

15 5.11. All disputes relating to the Settlement Administrator's ability and
16 need to perform its duties shall be referred to the Court, if necessary, which will
17 have continuing jurisdiction over the terms and conditions of this Agreement, until
18 all payments and obligations contemplated by the Settlement Agreement have been
19 fully carried out.

20 5.12. **Declaration of Compliance.** Within five (5) calendar days of the
21 Claims Deadline, the Settlement Administrator shall provide the Parties with a
22 declaration attesting to completion of the notice process set forth in this section.

23 **VI. SETTLEMENT CONSIDERATION**

24 6.1. Class Benefits. Class Counsel and Class Representatives believe the
25 Settlement Agreement confers substantial benefits upon the Class, as identified
26 below, particularly as weighed against the risk associated with the inherent
27 uncertain nature of a litigated outcome; the complex nature of the Action in which
28 Class Counsel have reviewed internal and confidential documents; the difficulty

1 and complexity of calculating actual economic harm attributable to allegedly false
2 representations related to the Media Defendants; and the length and expense of
3 continued proceedings through additional fact depositions, expert depositions, third
4 party document productions and depositions, summary judgment briefing, trial and
5 appeals. Based on their evaluation of such factors, Class Counsel and Class
6 Representatives have determined that the Settlement Agreement, based on the
7 following terms, is in the best interests of the Class.

8 6.2 The settlement includes cash payments or monetary relief and non-
9 monetary relief as set forth below.

10 **1. Monetary Relief.**

11 a. With Proof of Purchase. For class members who submit a claim with
12 receipts that show a purchase of a Class Product, the class members will receive
13 \$30.00 cash for each product purchased to be paid from the Settlement Fund,
14 subject to 6.21.d below.

15 b. Without Proof of Purchase. For class members who submit a claim
16 without a receipt for purchase of Class Product, The Media Defendants will
17 provide \$30.00 cash for each product purchased, to be paid from the Settlement
18 Fund, with a limit of \$90.00 per household, subject to 6.21.d below.

19 c. Claimants may seek reimbursement by submitting a Claim Form
20 either by mail or electronically. Each Claim Form will be signed (electronic or
21 manual) under penalty of perjury. The actual amount paid to individual Claimants
22 will depend upon the number of valid claims made. Adequate and customary
23 procedures and standards will be used by the Class Action Settlement
24 Administrator to prevent the payment of fraudulent claims and to pay only
25 legitimate claims.

26 d. Insufficient or Excess Funds. If the total amount of eligible claims
27 exceeds the Settlement Fund, then each claim's award shall be proportionately
28 reduced. In the event that there is any remaining cash amount in the Settlement

1 Fund after payment of Notice and Claim Administration Expenses, Attorneys'
2 Fees, any necessary taxes, tax expenses, and any Court-approved service award to
3 Plaintiffs as well as the tallied amount of all Authorized Claims, the Settlement
4 Administrator shall divide the remaining cash amount equally by the number of
5 Authorized Claimants and shall pay each such Authorized Claimant his or her
6 share of the remaining cash amount. If after all valid claims (plus other authorized
7 fees, costs and expenses) are paid and money remains in the settlement fund after
8 *pro rata* distribution to Authorized Claimants, any remaining settlement funds
9 thereafter will be awarded *cy pres* to the Consumers Union subject to Court
10 approval.

11 **2. Non-Monetary Relief**

12 a. The Media Defendants agree not to re-air Episode 3-143, Episode 4-
13 018, or Episode 4-052 of *The Dr. Oz Show* ("Episodes"), and to remove all clips of
14 these Episodes from *doctoroz.com*.

15 **3. Settlement Fund.**

16 a. The Media Defendants will cause to be paid the amount of
17 \$5,250,000.00 into a settlement fund held in an escrow account, no later than
18 thirty-five (35) days following the entry of the Preliminary Approval Order.

19 b. The Settlement Fund shall be applied to pay in full and in order: (i)
20 any necessary taxes and tax expenses; (ii) all costs associated with the Class Action
21 Settlement Administration, including costs of providing notice to the Class
22 Members and processing claims and all costs relating to providing the necessary
23 notices in accordance with the Class Action Fairness Act of 2005, 28 U.S.C. §
24 1715; (iii) any Fee and Expense Award made by the Court to Class Counsel under
25 § VIII, 8.2; (iv) any class representative Incentive Award made by the Court to the
26 Class Representatives under § VIII, 8.3; and (v) payments to authorized Claimants
27 and any others as allowed by this Stipulation and to be approved by the Court. The
28 Settlement Fund represents the limit and extent of the Media Defendants' (and any

Released Person's) monetary obligations under this Settlement Agreement.

4. Delivery of Payments to Settlement Class Members

a. The Class Action Administrator shall send a correspondence to any applicable Settlement Class Member explaining the rejection of any Claim no later than fifteen (15) days after the Effective Date. Settlement Class Members' time to appeal any such rejection shall expire forty-five (45) days after the Effective Date.

b. The Class Action Administrator will send payment directly to the eligible Settlement Class Member in accordance with the following schedule:

i. Within thirty (30) calendar days after the entry of a Final Approval Order and Judgment and exhaustion of any appeals, the Settlement Administrator will process direct credit or payment via any of the following options including PayPal, Venmo, Amazon, or electronic Automated Clearing House ("ACH") transactions.

ii. If Settlement Class Members affirmatively opt for physical check payments, checks will be sent out 120 calendar days after entry of Final Approval.

5. Claim Form Availability

a. The Claim Form will may be completed and submitted online at the Settlement Website. The Claim Form may also be requested by calling the toll-free number provided by the Class Action Settlement Administrator or by writing to the Class Action Settlement Administrator.

6. Eligibility for Monetary Relief

a. To be eligible for Monetary Relief under § VI, 6.2(1) of this Agreement, the Settlement Class Member must timely submit a signed and completed Claim Form containing his or her name, mailing address and email address.

b. To be eligible, Claim Forms must be postmarked or submitted online no later than 120 days following the later of: (i) the last published notice identified in the Notice Plan; or (ii) the establishment of the Settlement Website.

1 **VII. RELEASES**

2 7.1 As of the Effective Date, and except as to such rights or claims
3 created by the Settlement, and each Settlement Class Member, and each of their
4 heirs spouses, guardians, executors, administrators, representatives, agents,
5 attorneys, insurers, partners, successors, predecessors-in-interest, and assigns, shall
6 be deemed to have, and by operation of the Final Judgment shall have, fully,
7 finally, and forever released, relinquished, and discharged all Released Claims
8 against the Released Persons.

9 7.2 In connection with the Released Claims, each Settlement Class
10 Member shall be deemed to have forever waived any and all provisions, rights, and
11 benefits conferred by §1542 of the California Civil Code and any statute, rule, and
12 legal doctrine similar, comparable, or equivalent to California Civil Code § 1542,
13 which provides as follows:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
15 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
16 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
17 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
18 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
19 WITH THE DEBTOR.

20 The Class Representatives for themselves and the Settlement Class Members
21 understand and acknowledge the significance of these waivers of § 1542 of the
22 California Civil Code and any similar, comparable or equivalent statute, rule or
23 doctrine. In connection with the release and waivers herein, the Class
24 Representatives and the Settlement Class Members acknowledge that they are
25 aware they may hereafter discover facts in addition to, or different from, those
26 facts that they now know or believe to be true with respect to the subject matter of
27 the Settlement, but that it is their intention to release fully, finally and forever, all
28 Released Claims, excluding personal injury claims, with respect to the Released

1 Persons, and in furtherance of such intention, the releases of the Released Claims
2 will remain in effect notwithstanding the discovery or existence of any such
3 additional or different facts.

4 7.3 The Final Judgment shall further provide for and effect the release of
5 all actions, causes of action, claims, administrative claims, demands, debts,
6 damages, costs, attorneys' fees, obligations, judgments, expenses, compensation,
7 or liabilities, in law or in equity, whether now known or unknown, contingent or
8 absolute, that Defendants now have against Plaintiffs, Settlement Class Members,
9 or Class Counsel by reason of any act, omission, harm, matter, cause or event
10 whatsoever arising out of the initiation, prosecution, or settlement of the *Woodard*
11 Litigation or the claims and defenses asserted in the Action.

12 7.4 Notwithstanding the above, the Court shall retain continuing jurisdiction
13 over the Parties and the Settlement Agreement with respect to the future
14 performance of the terms of the Settlement Agreement, and to assure that all
15 payments and other actions required of any of the Parties by the Settlement are
16 properly made or taken. All Parties hereto submit to the jurisdiction of the Court
17 for purposes of implementing and enforcing the terms embodied in this Settlement
18 Agreement.

19 **VIII. CLASS COUNSEL'S ATTORNEYS' FEES, COSTS, EXPENSES,**
20 **AND CLASS REPRESENTATIVE INCENTIVE AWARDS**

21 8.1 The award of Attorneys' Fees and Expenses shall be made from the
22 Settlement Fund to Plaintiffs and the Settlement Class Members as set forth above.
23 Class Counsel shall make, and Media Defendants agree not to oppose, an
24 application for an award of Attorneys' Fees and Expenses in the Action not to
25 exceed 33% of the Settlement Fund. In the event that the Court manifests a specific
26 concern as to requested Attorneys' Fees as serving as a primary basis to deny
27 approval of the proposed Settlement, the Media Defendants may submit comment
28 and/or potential objection to the fee request, but only after good faith meet and

1 confer with Class Counsel as to the Media Defendants' specific basis for comment
2 or objection to the fee request. Class Counsel, in their sole discretion, shall be
3 responsible for allocating and distributing the Attorneys' Fees and Expenses award
4 to Class Counsel. Subject to the terms and conditions of this Stipulation and any
5 order of the Court, the Fee and Expense Award awarded by the Court to Class
6 Counsel shall be paid out of the Settlement Fund within ten (10) days after the date
7 of the Court's Order granting final approval, subject to Class Counsel providing an
8 undertaking for repayment in the event the District Court order approving the
9 settlement and fee award does not become final following an appeal, if any. Such
10 payment will be in lieu of any statutory fees that Plaintiffs and/or their attorneys
11 might otherwise have been entitled to recover from the Media Defendants.

12 8.2 Class Counsel shall have the sole and absolute discretion to allocate
13 and distribute the Court's Fee and Expense Award among Plaintiffs' Counsel and
14 any other attorneys for Plaintiffs.

15 8.3 Class Counsel may ask the Court for the award of an Incentive Award
16 from the Settlement Fund to each of the Class Representatives as follows:
17 \$5,000.00 to Plaintiff Veda Woodard, \$7,500.00 to Plaintiff Teresa Rizzo-Marino,
18 and \$5,000.00 to Plaintiff Diane Morrison. Any Incentive Awards approved by the
19 Court shall be paid from the Settlement Fund within ten (10) days after the
20 Effective Date.

21 **IX. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**
22 **CANCELLATION, OR TERMINATION**

23 9.1 The Effective Date of this Settlement Agreement shall be the first date
24 after which all of the following events and conditions have been met or have
25 occurred:

26 A) The Court has made a determination that the Settlement Agreement
27 was entered into in good faith pursuant to Cal. Civ. P. 877.6 and has been entered
28 thereon;

1 (B) The Court has preliminarily approved this Settlement Agreement and
2 entered the Preliminary Approval Order, including but not limited to conditionally
3 certifying the Settlement Class for settlement purposes only;

4 (C) The Court has entered the Final Judgment;

5 (D) That no more than 10% Requests for Exclusion are received by the
6 Claims Administrator on or before the Opt-Out Date; and

7 (E) Unless the Parties otherwise agree in writing to waive all or any
8 portion of the following provision, there has occurred: (i) in the event there is a
9 properly and timely filed Objection to entry of the Final Judgment, the expiration
10 (without the filing or noticing of an appeal) of the time to appeal from the Final
11 Judgment; (ii) the final dismissal of all appeals from the Final Judgment; (iii)
12 affirmance on appeal of the Final Judgment in substantial form; (iv) if a ruling or
13 decision is entered by an appellate court with respect to affirmance of the Final
14 Judgment, the time to petition for rehearing or re-argument, petitions for rehearing
15 en banc and petitions for certiorari or any other form of review with respect to such
16 ruling or decision has expired; or (v) if a petition for rehearing or re-argument,
17 petitions for rehearing en banc and petitions for certiorari or any other form of
18 review with respect to the Final Judgment is filed, the petition has been denied or
19 dismissed or, if granted, has resulted in affirmance of the Final Judgment in
20 substantial form.

21 9.2 If all of the conditions specified in §IX of this Settlement Agreement
22 are not met, then this Settlement Agreement shall be canceled and terminated
23 unless Class Counsel and Defendants mutually agree in writing to proceed with
24 this Settlement Agreement.

25 9.3 In the event that this Settlement Agreement is not approved by the
26 Court or the settlement set forth in herein is terminated or fails to become effective
27 in accordance with its terms, the Parties shall be restored to their respective pre-
28 settlement positions in the Action, including with regard to any agreements

1 concerning tolling and similar agreements, and this entire Settlement Agreement
2 shall become null and void. The Settlement Fund shall be promptly returned to the
3 Media Defendants. Any reasonable costs incurred by the Class Administrator prior
4 to that time will be borne equally by the Media Defendants and the Plaintiffs, such
5 that Plaintiffs shall promptly reimburse one-half of such costs to the Media
6 Defendants.

7 **X. MISCELLANEOUS PROVISIONS**

8 10.1 The Parties hereto and their undersigned counsel agree to undertake
9 their best efforts and mutually cooperate to promptly effectuate this Settlement
10 Agreement and the terms of the Settlement set forth herein, including taking all
11 steps and efforts contemplated by this Settlement Agreement and any other steps
12 and efforts which may become necessary by order of the Court or otherwise.

13 10.2 The undersigned counsel represent that they are fully authorized to
14 execute and enter into the terms and conditions of this Settlement Agreement on
15 behalf of their respective clients.

16 10.3 This Settlement Agreement contains the entire agreement among the
17 Parties hereto and supersedes any prior agreements or understandings between
18 them. Except for § I, all terms of this Settlement Agreement are contractual and not
19 mere recitals and shall be construed as if drafted by all Parties. The presumption
20 found in California Civil Code section 1654 (and equivalent, comparable or
21 analogous provisions of the laws of the United States of America or any state or
22 territory thereof, or of the common law or civil law) that uncertainties in a contract
23 are interpreted against the party causing an uncertainty to exist hereby is waived by
24 all Parties.

25 10.4 The terms of this Settlement Agreement are and shall be binding upon
26 each of the Parties, their agents, attorneys, employees, successors and assigns, and
27 upon all other Persons claiming any interest in the subject matter through any of
28 the Parties, including any Settlement Class Member.

1 10.5 Whenever this Settlement Agreement requires or contemplates that
2 one Party shall or may give notice to the other, notice shall be provided by
3 facsimile, email and/or next day (excluding Sunday) express delivery service as
4 follows:

5 If to Plaintiffs, then to:

6 Ronald A. Marron
7 **LAW OFFICES OF RONALD A. MARRON**
8 651 Arroyo Drive
9 San Diego, CA 92103
10 Telephone: (619) 696-9006
11 Email: ron@consumersadvocates.com

12 If to the Media Defendants, then to:

13 Charles L. Babcock
14 **JACKSON WALKER, LLP**
15 1401 McKinney Suite 1900
16 Houston, Texas 77010
17 Telephone: 713.752.4200
18 Facsimile: 713.752.4221
19 Email: cbabcock@jw.com

20 10.6 The time periods and/or dates described in this Settlement Agreement
21 with respect to the giving of notices and hearings are subject to approval and
22 change by the Court or by the written agreement of Class Counsel and the Media
23 Defendants' Counsel, without notice to Settlement Class Members. The Parties
24 reserve the right, by agreement and subject to the Court's approval, to grant any
25 reasonable extension of time that might be needed to carry out any of the
26 provisions of this Settlement Agreement.

27 10.7 All time periods set forth herein shall be computed in business days if
28 seven days or less, and calendar days if eight days or more, unless otherwise
expressly provided. In computing any period of time prescribed or allowed by this
Settlement Agreement or by order of the Court, the day of the act, event or default
from which the designated period of time begins to run shall not be included. The

1 last day of the period so computed shall be included, unless it is a Saturday, a
2 Sunday or a legal holiday, or, when the act to be done is the filing of a paper in
3 Court, a day in which weather or other conditions have made the Office of the
4 Clerk or the Court inaccessible, in which event the period shall run until the end of
5 the next day as not one of the aforementioned days. As used in this subsection,
6 “legal holiday” includes New Year’s Day, Martin Luther King, Jr.’s Birthday,
7 Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus
8 Day, Veterans’ Day, Thanksgiving Day, Christmas Day and any other day
9 appointed as a holiday by the President or the Congress of the United States.

10 10.8 The Parties, their successors and assigns, and their attorneys
11 undertake to implement the terms of this Settlement Agreement in good faith and
12 to use good faith in resolving any disputes that may arise in the implementation of
13 the terms of this Stipulation.

14 10.9 This Settlement Agreement may be amended or modified only by a
15 written instrument signed by Class Counsel and any of the Media Defendants’
16 Counsel. Amendments and modifications may be made without additional notice to
17 the Settlement Class Members unless such notice is required by the Court.

18 10.10 Neither this Settlement Agreement nor any act performed or
19 document executed pursuant to or in furtherance of this Settlement Agreement: (i)
20 is or may be deemed to be or may be used as an admission of, or evidence of, the
21 validity of any Released Claim, or of any wrongdoing or liability of the Media
22 Defendants, or of the propriety of Class Counsel maintaining the Litigation as a
23 class action; or (ii) is or may be deemed to be or may be used as an admission of, or
24 evidence of, any fault or omission of the Media Defendants in any civil, criminal,
25 or administrative proceeding in any court, administrative agency, or other tribunal,
26 except that the Media Defendants may file this Stipulation or the Judgment in any
27 action that may be brought against any Released Person in order to support a
28 defense or counterclaim based on principles of res judicata, collateral estoppel,

1 release, good faith settlement, judgment bar, or reduction or any other theory of
2 claim preclusion or issue preclusion or similar defense or counterclaim.

3 10.11 The Court shall retain jurisdiction with respect to the implementation
4 and enforcement of the terms of this Settlement Agreement, and all Parties hereto
5 submit to the jurisdiction of the Court for purposes of implementing and enforcing
6 the settlement embodied in this Settlement Agreement.

7 10.12 This Settlement Agreement shall be deemed to have been executed
8 upon the last date of execution by the undersigned.


9 10.13 This Settlement Agreement may be executed in counterparts, each of
10 which shall constitute an original.

11 **IN WITNESS THEREOF**, the Parties hereto have caused this Settlement
12 Agreement to be executed by their duly authorized representatives.

13
14 **UNDERSTOOD AND AGREED:**

15
16 Dated: 6/15/2018

**LAW OFFICES OF RONALD A.
MARRON**

17
18 By: 
19
20 Ronald A. Marron
21 651 Arroyo Drive
22 San Diego, California 92103
23 Telephone: (619) 696-9006
24 Facsimile: (619) 564-6665
25 Email: ron@consumersadvocates.com
26 **Counsel for Plaintiffs and the Class**

1 Dated: 6/15/18

COHELAN, KHOURY, AND SINGER

2
3 By: 

4 Timothy D. Cohelan
5 605 C St #200
6 San Diego, California 92101
7 Telephone: (619) 239-8148
8 Facsimile: (619) 595-3000
9 Email: *TCohelan@CKSLaw.com*
Counsel for Plaintiffs and the Class

10 Dated: _____

JACKSON WALKER, LLP

11
12 By: _____

13 Charles L. Babcock
14 1401 McKinney Suite 1900
15 Houston, Texas 77010
16 Telephone: 713.752.4200
17 Facsimile: 713.752.4221
18 Email: *cbabcock@jw.com*
Counsel for Defendants Dr. Mehmet
C. Oz, M.D., Zoco Productions, LLC,
and Harpo Productions, Inc.

19
20 Dated: _____

JEFFER MANGELS BUTLER &
MITCHELL, LLP

21
22 By: _____

23 Michael A. Gold
24 Two Embarcadero Center, 5th Floor
25 San Francisco, CA 94111
26 Telephone: (415) 398-8080
27 Facsimile: (415) 398-5584
28 Email: *mgold@jmbm.com*
Counsel for Defendant
Entertainment Media Ventures, Inc.

San Diego, California 92103
Telephone: (619) 696-9006
Facsimile: (619) 564-6665
Email: ron@consumersadvocates.com
Counsel for Plaintiffs and the Class

Dated: _____

COHELAN, KHOURY, AND SINGER

By: _____

Timothy D. Cohelan
605 C St #200
San Diego, California 92101
Telephone: (619) 239-8148
Facsimile: (619) 595-3000
Email: TCohelan@CKSLaw.com
Counsel for Plaintiffs and the Class

Dated: June 14, 2018

JACKSON WALKER, LLP

By: /s/ Charles L. Babcock

Charles L. Babcock
1401 McKinney Suite 1900
Houston, Texas 77010
Telephone: 713.752.4200
Facsimile: 713.752.4221
Email: cbabcock@jw.com
Counsel for Defendants Dr. Mehmet C. Oz, M.D., Zoco Productions, LLC, and Harpo Productions, Inc.

1 Dated: _____
2
3

COHELAN, KHOURY, AND SINGER

4 By: _____
5

6 Timothy D. Cohelan
7 605 C St #200
8 San Diego, California 92101
9 Telephone: (619) 239-8148
10 Facsimile: (619) 595-3000
11 Email: TCohelan@CKSLaw.com
12 ***Counsel for Plaintiffs and the Class***

13 Dated: _____
14
15

JACKSON WALKER, LLP

16 By: _____
17

18 Charles L. Babcock
19 1401 McKinney Suite 1900
20 Houston, Texas 77010
21 Telephone: 713.752.4200
22 Facsimile: 713.752.4221
23 Email: cbabcock@jw.com
24 ***Counsel for Defendants Dr. Mehmet***
25 ***C. Oz, M.D., Zoco Productions, LLC,***
26 ***and Harpo Productions, Inc.***

27 Dated: _____
28

**JEFFER MANGELS BUTLER &
MITCHELL, LLP**

By: 

Michael A. Gold
Two Embarcadero Center, 5th Floor
San Francisco, CA 94111
Telephone: (415) 398-8080
Facsimile: (415) 398-5584
Email: mgold@jmbm.com
Counsel for Defendant
Entertainment Media Ventures, Inc.

1 Dated: _____

2 By: R. G. Sullivan

3 Representative of Harpo Productions,
4 Inc. Renata Sullivan
5 VP, Harpo Productions

6
7
8 Dated: _____

9 By: _____

10 Representative of Zoco Productions,
11 LLC

12
13
14 Dated: _____

15 By: _____

16 Dr. Mehmet C. Oz, M.D.

17
18
19
20 Dated: _____

21 By: _____

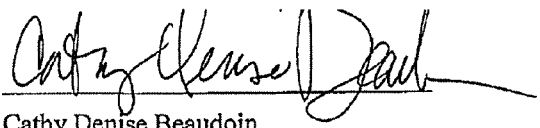
22 Representative of Entertainment
23 Media Ventures, Inc.

1 Dated: _____

2 By: _____

3 Representative of Harpo Productions,
4 Inc.

5
6
7
8 Dated: _____

9 By:  Cathy Denise Beaudoin

10 Representative of Zoco Productions,
11 LLC

12
13
14 Dated: June 14, 2018

15 By: 

16 Dr. Mehmet C. Oz, M.D.

17
18
19
20 Dated: _____

21 By: _____

22 Representative of Entertainment
23 Media Ventures, Inc.

1 Dated: _____
2

3 By: _____
4

5 Representative of Harpo Productions,
6 Inc.
7

8 Dated: _____
9

10 By: _____
11

12 Representative of Zoco Productions,
13 LLC
14

15 Dated: _____
16

17 By: _____
18

19 Dr. Mehmet C. Oz, M.D.
20

21 Dated: June 14, 2018
22

23 By: Sanford R. Climan
24

25 Representative of Entertainment
26 Media Ventures, Inc.
27

28 by Sanford R. Climan
President