

IN THE CIRCUIT COURT OF COLE COUNTY, MISSOURI

TOMMY ROBBINS, DANIEL CAMEY,
RAYMOND ALVANDI and GERARD BUTLER,
Individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

GENCOR NUTRIENTS, INC., GENCOR
PACIFIC, INC., GE NUTRIENTS, INC., DIRECT
DIGITAL, LLC, PHARMAFREAK HOLDINGS,
INC., FORCE FACTOR, LLC, DREAMBRANDS,
INC., GENERAL NUTRITION CENTERS, INC.,
GENERAL NUTRITION CORPORATION, GNC
CORPORATION, S&G PROPERTIES, LLC, KING
FISHER MEDIA, LLC, and PREVENTION, LLC
d/b/a NATURADE,

Defendants.

Civil Action No. 16AC-CC00366

The Hon. Jon E. Beetem

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement” or “Agreement”) is entered into by and among Plaintiffs Tommy Robbins, Daniel Camey, Raymond Alvandi, and Gerard Butler on behalf of themselves and all others similarly situated (“Plaintiffs”) and Defendants Gencor Nutrients, Inc., Gencor Pacific Inc., and GE Nutrients, Inc. (collectively, “Gencor”); Direct Digital, LLC; (“Direct Digital”); PharmaFreak Holdings, Inc. (“Pharmafreak”); Force Factor, LLC (“Force Factor”); Dreambrands, Inc. (“Dreambrands”); General Nutrition Centers, Inc., General Nutrition Corporation, GNC Corporation, S&G Properties, LLC (collectively, “GNC”); KingFisher Media, LLC (“Kingfisher”); and Prevention LLC d/b/a Naturade (“Naturade”) (collectively, “Defendants” and together with Plaintiffs, the “Parties”). Capitalized terms used herein are defined in Section II of this Settlement Agreement or indicated in parentheses elsewhere in this Settlement Agreement. Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Settlement Agreement and upon entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the Action shall be settled and compromised upon the terms and conditions contained herein.

I. RECITALS

1.1 WHEREAS, Defendants manufacture, distribute, market, brand, and/or sell Testofen® and/or products containing Testofen®;

1.2 WHEREAS, Testofen® is a fenugreek extract standardized for 50% Fenuside™;

1.3 WHEREAS, animal and human clinical studies have been conducted on Testofen® showing a statistically significant increase in the sexual function, performance, and satisfaction;

1.4 WHEREAS, Plaintiffs allege that the studies do not support the marketing claims associated with products containing Testofen®;

1.5 WHEREAS, on December 23, 2014, Plaintiffs Daniel Camey and Raymond Alvandi filed a class action complaint in the United States District Court for the District of Massachusetts, Western Division, Case No. 1:14-cv-14717-RWZ (as may be amended, the “Massachusetts Action”);

1.6 WHEREAS, on September 3, 2015, Plaintiffs in the Massachusetts Action filed an amended class action complaint;

1.7 WHEREAS, on May 16, 2016, after extensive briefing and oral argument, the Massachusetts Action was dismissed with prejudice;

1.8 WHEREAS, on June 15, 2016, Plaintiffs in the Massachusetts Action filed a notice of appeal;

1.9 WHEREAS, on August 30, 2016, Plaintiff Tommy Robbins filed a class action complaint in The Circuit Court of Cole County, Missouri, Case No. 16AC-CC00366 (as amended or otherwise modified, the “Missouri Action”);

1.10 WHEREAS, the Parties have conducted discovery, reviewed documents, and conducted a thorough factual and legal investigation and analysis into the claims and defenses asserted in the litigation as described above in paragraphs 1.5-1.9 (hereinafter, “Testofen Litigation”);

1.11 WHEREAS, in July of 2016, the parties initiated discussions about the prospect of opening settlement discussions to resolve the litigation, and since that date, the Parties have had a series of negotiations about terms of a settlement;

1.12 WHEREAS, the Parties engaged in informal discovery thereafter. Defendants also produced clinical studies and protocols related to the advertising claims at issue. In addition, proposed Class Counsel conducted extensive research into the claims made in this case; the substantiation therefor, and insurance available;

1.13 WHEREAS on September 26, 2016, the Parties appeared for an in-person settlement conference before the Honorable Patrick King (Ret.) in an attempt to resolve the Testofen Litigation;

1.14 WHEREAS, between October 24, 2016 and February 6, 2018, the Parties participated in various telephonic settlement conferences before Judge King in an attempt to resolve the Testofen Litigation. Judge King's guidance and the negotiations between and among counsel for the Parties resulted in this Agreement, which Plaintiffs and proposed Class Counsel believe provides benefits to the Settlement Class, is fair, reasonable and adequate, and is in the best interests of Plaintiffs and Settlement Class Members;

1.15 WHEREAS, this Agreement was reached after extensive review of the underlying facts and after extensive arm's length negotiations between proposed Class Counsel and counsel for Defendants;

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

- a. the financial stability of the various Defendants;
- b. the expense and length of time necessary to prosecute the Actions through trial;
- c. the uncertainty of outcome at trial and the possibility of an appeal by either side following the trial;
- d. the possibility that the dismissal with prejudice in the Massachusetts Action will be affirmed on appeal;
- e. the possibility that a contested class might not be certified, and if certified, the possibility that such certification would be reversed on appeal;
- f. the fact that Defendants would file a motion for summary judgment that, if granted, would dispose of all or many of the claims in this Action; and
- g. the benefits being made available to Plaintiffs and the Settlement Class Members under the terms of this Agreement.

1.17 WHEREAS, weighing the above factors, as well as all other risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, Plaintiffs and proposed Class Counsel are satisfied that the terms and conditions of this settlement are fair, reasonable, adequate, and in the best interests of the Plaintiffs and the Settlement Class Members;

1.18 WHEREAS Defendants, while denying any wrongdoing of any kind whatsoever and without admitting any liability, nevertheless agreed to enter into this Settlement Agreement to avoid the further burden, expense, and risk of protracted litigation and to obtain the releases as described herein; and

1.19 WHEREAS the Parties have engaged in long and hard-fought settlement negotiations. The combined result of these extensive negotiations is memorialized in the terms set forth in this Settlement Agreement;

1.20 WHEREAS, following the execution of the Settlement Agreement, Plaintiffs will file an amended complaint in the Missouri Action, that adds the Parties from the Massachusetts Action.

1.21 NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, it is hereby STIPULATED AND AGREED by and between the Parties, through their respective counsel, that the Testofen Litigation be settled and compromised by Plaintiffs, the Settlement Class Members, and the Defendants on the following terms and conditions, subject to the preliminary and final approval of the Court after hearing as provided in this Settlement Agreement.

II. DEFINITIONS

As used in this Settlement Agreement and the attached exhibits (which are an integral part of the Settlement and are incorporated in their entirety by reference), the following terms have the meanings specified below, unless this Settlement Agreement specifically provides otherwise. Other capitalized terms in this Settlement but not defined in this section shall have the meanings ascribed to them elsewhere in this Settlement Agreement. Unless otherwise indicated, defined terms include the plural as well as the singular.

2.1 “Action” or “Testofen Litigation” means the class action lawsuits described in paragraphs 1.5-1.9.

2.2 “Additional Released Parties” specifically references all entities in the Brand Defendants’ supply and distribution chain and/or stream of commerce of the products at issue and includes the Brand Defendants’ customers, clients, persons, or entities in privity to the Additional Released Parties, including but not limited to: Amazon.com, Inc.; American Fitness Wholesalers, LLC; Body Energy Club USA, Inc.; BodyBuilding.com, LLC; Europa Sports Products, Inc.; Twin

Associates, LC d/b/a eVitamins; Golden Trainer Performance Studio Inc.; HD Nutraceuticals, LLC; Healthland Center; Lonestar Distribution, LLC; Max Muscle Sports Nutrition; Muscle & Strength, LLC; NovaCare; NovaMark; Nutrition Rite Corporation; R & R Health & Fitness Inc.; Rite Aid Corp.; Supplement Central, Inc.; Total Fitness Warehouse, LLC; Vitamin Shoppe, Inc.; Vitamin World, Inc.; Green Living LLC d/b/a Vitamins2You.com; H&L World Wide Inc.; GNC; and Walgreen Co.

2.3 “Administrative Costs” means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties perform in the creation, dissemination and furtherance of the Class Notice, the establishment of the Settlement Website, and the processing, handling, reviewing, and paying of Claims made by Claimants, and to secure performance as set forth in this Settlement.

2.4 “Attorneys’ Fees and Expense Award” means such funds as may be awarded by the Court based on the settlement of the Testofen Litigation described herein to compensate Class Counsel as determined by the Court and as described more particularly in Section VIII of this Settlement Agreement. Any payment will be made separate and apart from the payment of Valid Claims and shall be awarded to Class Counsel for all the past, present, and future attorneys’ fees and costs (including court costs), expenses, and disbursements incurred by them and their experts, staff, and consultants in connection with the Action.

2.5 “Benefit” means the cash payment available to a Claimant who files a Valid Claim under this Settlement Agreement. The specific Benefit paid is subject to review, validation, and adjustments by the Settlement Administrator based upon the terms and conditions of this Settlement Agreement.

2.6 “Benefit Checks” are the form of payment issued for a Valid Claim as determined by the Settlement Administrator and in accordance with this Settlement Agreement.

2.7 “Brand Defendants” means Direct Digital; PharmaFreak; Force Factor; Dreambrands; KingFisher; and Naturade.

2.8 “Claim” means a request for relief pursuant to this Settlement Agreement submitted by or on behalf of a Settlement Class Member on a Claim Form filed with the Settlement Administrator in accordance with the terms of this Settlement Agreement.

2.9 “Claim Form” means the document (in paper or electronic form) to be submitted by a Claimant seeking payment pursuant to this Settlement Agreement, which shall be substantially in the form attached hereto as Exhibit A, that will be available online through the Settlement Website as well as upon request from the Settlement Administrator.

2.10 “Claim Period” means the ninety (90) day period of time during which a Settlement Class Member must submit a Claim Form to be eligible to receive monetary relief as part of the Settlement. The Claim Period shall commence on the deadline set forth in the Preliminary Approval Order and conclude not later than the Claims Deadline.

2.11 “Claimant” means a Settlement Class Member who submits a Claim Form seeking a Benefit pursuant to this Settlement Agreement.

2.12 “Claims Deadline” means the date by which a Claim Form must be received by the Settlement Administrator via mail or electronically by 11:59 p.m. Eastern Standard Time to be considered timely and shall be a date no later than thirty (30) days after the entry of the Final Approval Order. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Class Notice and the Claim Form.

2.13 “Class Counsel” means co-lead counsel Antonio Vozzolo of Vozzolo, LLC; Ronald A. Marron of the Law Offices of Ronald A. Marron; and Steven Gaunt of Steelman Gaunt & Horsefield.

2.14 “Class Notice” means the Court –approved Short-Form Notice and the Long-Form Notice, substantially in the forms attached hereto as Exhibits B and C, to be disseminated by the Settlement Administrator and in accordance with the Court’s Preliminary Approval Order, but which may be modified as necessary to comply with the provisions of this Settlement or as necessary to comply with the provisions of any order of Preliminary Approval entered by the Court. Additionally, the Settlement Administrator shall email a copy of the Short-Form Notice to all Settlement Class Members who previously transacted business with the Brand Defendants directly and whose email addresses are contained in the Brand Defendants’ records.

2.15 “Class Period” means the period beginning on January 1, 2010 through, and including the date of entry of the Preliminary Approval Order.

2.16 “Class Representatives” means, subject to Court approval, Plaintiffs Tommy Robbins, Daniel Camey, Raymond Alvandi, and Gerard Butler.

2.17 “Court” means the Circuit Court of Cole County, Missouri.

2.18 “Defendants” means Gencor, GNC, and the Brand Defendants.

2.19 “Defendants’ Counsel” means Call & Jensen, through Matthew R. Orr; Venable LLP through Roger A. Colaizzi, Todd A. Harrison, Daniel S. Silverman, and Angel A. Garganta.

2.20 “Effective Date” means the fifth business date after the last of the following conditions have been satisfied: (a) all Parties and their counsel have executed this Settlement Agreement; (b) the Court has entered the Final Approval Order certifying the Class, approving the Settlement Agreement and dismissing the Action with prejudice as to Class Representatives’

and Settlement Class Members' claims against Defendants; and (c) the date on which time to appeal or to seek permission to appeal from the Court's approval of the Settlement Agreement has expired or, if appealed, approval of the Settlement Agreement has been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review, or upon the denial of a writ of certiorari to review the order and final judgment from any court making the Final Approval Order a final, non-appealable judgment. For purposes of this paragraph, an "appeal" shall not include any appeal that concerns solely the issue of Class Counsel's request for an Attorneys' Fees and Expense Award and for Incentive Awards to the Class Representatives.

2.21 "Final Approval Hearing" means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with this Settlement, and where the Court will: (a) determine whether to grant final approval to the certification of the Settlement Class; (b) determine whether to designate Plaintiffs as the Class Representatives; (c) determine whether to designate Class Counsel as counsel for the Settlement Class; (d) determine whether to grant final approval of the Settlement; (e) rule on Class Counsel's request for an Attorneys' Fees and Expense Award and Incentive Awards to the Class Representatives; and (f) consider whether to enter the Final Approval Order.

2.22 "Final Approval Order" means an order, to be entered by the Court, which, among other things, fully and finally approves the settlement and dismisses the Missouri Action with

prejudice, and retains continuing jurisdiction over the interpretation, implementation, and enforcement of the settlement.

2.23 “Household” means all Persons residing at the same physical address.

2.24 “Incentive Award” means any award sought by application to and approval by the Court that is payable to the Class Representatives from the Attorneys’ Fees and Expense Award to compensate her/him for her/his efforts in bringing the respective Testofen Action and achieving the Benefits of this settlement on behalf of the Settlement Class Member.

2.25 “Labeling” means the display of written, printed, or graphic matter upon the packaging of the Product(s), as well as written, printed, or graphic matter designed for use in the distribution or sale of the Product(s), including information found on Defendants’ or the Additional Released Parties’ websites, supplementing, describing, explaining, and/or promoting the Product(s), as well as any and all advertising and marketing materials, whether in electronic, web-based, printed form, video, or audio (this includes any retailer, distributor, and/or seller of the Products or their affiliates describing, explaining, and/or promoting the Products as well).

2.26 “Long Form Notice” shall be in substantially the same form as attached hereto as Exhibit C.

2.27 “Motion for Preliminary Approval of Settlement” means the motion, to be filed by Class Counsel, seeking entry by the Court of the Preliminary Approval Order, and includes all supporting papers.

2.28 “Notice Date” means the date on which the Settlement Administrator disseminates the Class Notice as required by the Preliminary Approval Order.

2.29 “Notice Plan” means the notice plan attached to the Settlement Agreement as Exhibit D.

2.30 “Objection” means an objection filed with the Court by a member of the Settlement Class, objecting to any aspect of the Settlement Agreement.

2.31 “Objection Deadline” means sixty (60) days after the Notice Date.

2.32 “Opt-Out” means a request by a member of the Settlement Class to be excluded from the Settlement Class by following the procedures set forth in the Preliminary Approval Order and the Class Notice.

2.33 “Opt-Out Deadline” means sixty (60) days after the Notice Date.

2.34 “Party” or “Parties” means the Plaintiffs and Defendants who are identified as signatories to this Settlement Agreement.

2.35 “Person” means a natural person, individual, corporation, partnership, association, government agency, or any other type of legal entity, whatsoever.

2.36 “Plaintiffs” means the Class Representatives, including Tommy Robbins, Daniel Camey, Raymond Alvandi, and Gerard Butler.

2.37 “Preliminary Approval Order” or “Proposed Preliminary Approval Order” means the “Order Preliminarily Approving Class Action Settlement, Conditionally Certifying the Settlement Class, Providing for Notice and Scheduling Order,” which Class Counsel shall submit in substantially the proposed form attached hereto as Exhibit E. The Proposed Preliminary Approval Order will, among other things, preliminarily approve this Settlement Agreement, certify the settlement-only class, describe how notice will be provided to the Settlement Class, and set a schedule for the Final Approval Hearing.

2.38 “Product” or “Products” means all products containing Testofen®, manufactured, supplied, marketed, sold and/or distributed by Defendants for personal or household use and not for resale, including, but not limited to: Nugenix, Troxyphen, Troxyphen Elite, Ageless Male

containing Testofen, Test X180, Test X180 Alpha, Test X180 Ignite, Stack Factor 2 With Test X180, High T, High T Senior, High T Black, High T Caffeine Free, Mdrive, Mdrive Elite, Test Freak, PMD N-TEST 600, PMD Flex Stack, PMD Platinum Test 600, AMP Test 1700, NO2 Red Test, Ultra T Gold, Vitali-T-Aid, Vitali-T-Aid Energy, and Testoril.

2.39 “Release” means the release of all claims contained in Section VII of this Settlement Agreement.

2.40 “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against the Released Parties, or any of them, that arose during the Class Period and arise, in any manner whatsoever, out of the same factual predicate as the claims asserted in the Testofen Litigation and that: (a) are based on any act, omission, inadequacy, misstatement, representation, harm, matter, cause or event, (b) involve legal claims that have been asserted in the Testofen Litigation, or (c) involve legal claims about Testofen or the Products or the marketing, advertising, promoting, packaging, or Labeling of Testofen or the Products. The Parties acknowledge and agree that personal injury claims are not part of any of the facts alleged in this Testofen Litigation and that personal injury claims are not included within the Released Claims. Nothing herein is intended to release: any claims that any governmental agency

or governmental actor has against the Defendants, any claims asserted for acts or omissions outside of the Class Period or on behalf of any other entity other than the Released Parties.

2.41 “Released Parties” means and includes Defendants, their owners, parents, subsidiaries, affiliates, joint-ventures, partners, members, divisions, distributors, wholesalers, retailers, re-sellers, licensors, licensees, suppliers, officers, directors, employees, shareholders, agents, attorneys, administrators, successors, predecessors, insurers, spokespersons, public relations firms, advertising agencies, as well as the Additional Released Parties.

2.42 “Releasing Parties” means Class Representatives, all Settlement Class Members, Class Counsel, and any Person claiming by or through him/her/it, including any Person claiming to be his/her/its spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, devisee, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee, or affiliate.

2.43 “Request for Exclusion” means the written communication that must be sent to the Settlement Administrator and postmarked on or before the Opt-Out Deadline by a Settlement Class Member who wishes to be excluded from the Settlement Class.

2.44 “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the settlement are as set forth in this Agreement and attached exhibits.

2.45 “Settlement Administrator” means Heffler Claims Administration, the independent entity selected by the Parties to administer the Settlement, subject to Court approval.

2.46 “Settlement Amount” means: (a) Administrative Costs; (b) Valid Claims; (c) any Attorneys’ Fees and Expense Award to Class Counsel; and (d) any Incentive Awards to the Class Representatives up to a maximum amount of seven-million-dollars-and-zero-cents (\$7,000,000.00). To avoid any confusion, the Administrative Costs, any Attorneys’ Fees and

Expense Award, and Incentive Awards shall reduce the \$7,000,000 Settlement Amount available to pay Valid Claims.

2.47 “Settlement Class” means all Persons who bought Products or received a Trial Offer during the Class Period. The Settlement Class consists of four Subclasses. Subclass Number 1 is defined as all Persons who purchased any Products during the Class Period which were sold by, through or under any retailer, distributor, person, or entity in the stream of commerce other than by the Brand Defendants. Subclass Number 2 is defined as all Persons who paid for shipping of a Trial Offer during the Class Period which were distributed by, through, or under any of the Brand Defendants. Subclass Number 3 is defined as all Persons who purchased Products during the Class Period which were sold in retail by the Brand Defendants. Subclass Number 4 is defined as all Persons who purchased Products during the Class Period which were sold by, through, or under any of the Brand Defendants directly to Class Members. Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Products for resale; (b) Defendants and their employees, principals, affiliated entities, legal representatives, successors and assigns; (c) any Person who files a valid, timely request to Opt-Out; (d) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); and (e) the judges to whom the Testofen Litigation is assigned and any member of their immediate family.

2.48 “Settlement Class Member(s)” or “Member(s) of the Settlement Class” means a member of the Settlement Class who has not been properly excluded from the Settlement Class.

2.49 “Settlement Website” means the website to be created and maintained by the Settlement Administrator to provide the Settlement Class with information relating to the Settlement, including relevant documents and electronic and printable forms relating to the Settlement, including the Claim Form, which can be submitted online through an internet-based

Claim Form or printed and mailed. The Settlement Website shall be activated no later than the Notice Date.

2.50 “Short Form Notice” shall be in substantially the same form as attached hereto as Exhibit B.

2.51 “Testofen®” is fenugreek extract standardized for 50% Fenuside™ and manufactured by Gencor.

2.52 “Trial Offer” means an offer whereby the Settlement Class Member paid certain costs associated with the Products including shipping initially and only started paying for the Products after the Trial Offer expired.

2.53 “Unit” means a single quantity of the Product.

2.54 “Unknown Claims” means Released Claims that Class Representatives do not know or suspect to exist, which, if known by him, her or it, might affect his, her, or its agreement to release the Released Parties or the Released Claims or might affect his, her, or its decision to agree, object, or not to object to the Settlement. Upon the Effective Date, the Class Representatives shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law the provisions, rights and benefits of §1542 of the California Civil Code, if any, which provides as follows:

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

Upon the Effective Date, Class Representatives also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred, if any, by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside

of the United States, which is similar, comparable or equivalent to §1542 of the California Civil Code. Class Representatives acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever to settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this section. However, this definition expressly excludes claims for personal injury.

2.53 “Valid Claim” means a Claim Form submitted by a Settlement Class Member that: (a) is submitted in accordance with the directions accompanying the Claim Form and the provisions of Section IV.C of this Settlement Agreement; (b) is, on the initial submission, accurately, fully, and truthfully completed, and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) is signed physically or by e-signature by a Settlement Class Member or Person with authority to sign for and bind a Settlement Class Member, subject to the penalty of perjury; and (d) is received by the Claims Deadline, and is determined to be valid by the Settlement Administrator.

III. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

Defendants hereby consent, solely for the purposes of settlement set forth herein, to the certification of the Settlement Class, to the appointment of Class Counsel as counsel for Members of the Settlement Class, to the appointment of the Class Representatives as suitable class representatives for Members of the Settlement Class; provided, however, that if this Settlement Agreement fails to receive Court approval or otherwise fails to be executed, including, but not limited to, the Judgment not becoming final as provided in Section X.A of this Settlement Agreement, then Defendants retain all rights immediately preceding the execution of this Settlement Agreement, to object to the maintenance of the Testofen Litigation as a class action,

and in that event, nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used for any purpose, including but not limited to, as evidence or argument by any Party concerning whether the Testofen Litigation may properly be maintained as class actions, whether the class is ascertainable, or whether Class Counsel or the Plaintiffs can adequately represent the Settlement Class Members under applicable law, or on any other point relevant to class certification proceedings.

IV. SETTLEMENT RELIEF

The Settlement includes cash payments and non-monetary relief. Settlement Class Members can elect to complete Section A, B, C, or D on the Claim Form and choose the applicable Benefit. In the event that the Settlement Class Member is eligible for more than one Benefit, then the Settlement Class Member may elect which Benefit the Settlement Class Member would like to receive. Notwithstanding any of the forgoing, any Settlement Class Member who received the Product via a Trial Offer but paid for shipping, the Class Member's sole remedy is \$5.26. Subject to validation and adjustments by the Settlement Administrator, Defendants will provide cash Benefits to Settlement Class Members who file Valid Claims and who also provide all required information to the Settlement Administrator and comply with all other conditions and requirements of the applicable Claim Form and this Settlement Agreement as set forth below:

A. Cash Payments to Settlement Class Members

- i. Subclass Number 1: \$1.99 per Unit for a maximum of one (1) Unit per Household.
- ii. Subclass Number 2: \$5.26 per Unit for a maximum of one (1) Unit per Household.

iii. Subclass Number 3: \$5.26 per Unit for a maximum of one (1) Unit per Household.

iv. Subclass Number 4: \$7.26 per Unit for a maximum of two (2) Units or \$14.52 per Household.

v. Claimants may seek payment by submitting a Claim Form either electronically or by mail. Each Claim Form will be signed under penalty of perjury. The actual amount paid to individual Claimants may depend upon the number of Valid Claims and the type of claim submitted. For the avoidance of doubt, a Settlement Class Member shall be eligible for one (1) Benefit per Household.

vi. The Settlement Administrator will mail Benefit Checks directly to the eligible Settlement Class Members who submit Valid Claims no later than forty-five (45) days after the Effective Date or forty-five (45) days after the Claims Deadline, whichever is later. Checks that (1) remain uncashed or (2) are returned through the mail as undelivered can be cancelled by the Settlement Administrator or Defendants one-hundred-eighty (180) days or more after the date when they are mailed. Funds from uncashed Benefit Checks shall be returned to the Defendants and/or its assigns.

vii. To be timely, Claim Forms must be submitted during the Claim Period and must be received electronically or by mail on or before the Claims Deadline.

viii. 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 Settlement Administrator or by writing to the Settlement Administrator.

B. Settlement Amount

i. The Settlement Amount shall be used to pay: (a) all costs associated with the Class Action Settlement Administration, including costs of providing notice to the Class Members and processing claims and all costs relating to providing the necessary Claim Notice; (b) Valid Claims; (c) any Attorneys' Fees and Expense Award to Class Counsel; and (d) any Incentive Awards to the Class Representatives.

ii. Defendants are obligated to pay all Valid Claims, Administrative Costs, Attorneys' Fees and Expense Award, and Incentive Awards up to a maximum amount of \$7,000,000.00. In the event that the sum of Valid Claims, Administrative Costs, Attorneys' Fees and Expense Award, and Incentive Awards exceeds the \$7,000,000 Settlement Amount, then the benefit payable to Class Members shall be reduced, pro rata. Settlement Class Members who do not file Valid Claims do not have any vested interest in the Benefit or unclaimed property rights.

C. Eligibility for Cash Payment

i. To be eligible for a Benefit Check, the Settlement Class Member must timely submit a signed and completed Claim Form by using a security code or class member identifier provided by the Settlement Administrator. A Claim shall not be eligible for payment unless (a) the Claim Form is submitted during the Claim Period and is received on or before the Claims Deadline, (b) the Claim Form contains a complete, legible name, and mailing address for the Claimant, (c) the questions on the Claim Form are completed, and (d) the Claim Form is signed under penalty of perjury.

ii. The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only Valid Claims. Such procedures include: (a) requiring manual entry of a unique class member identifier to access the Claim Form via the Settlement Website, (b) screening for duplicate claims or Settlement Class Members seeking more than the maximum cash payment permitted by this Settlement Agreement, (c) requiring a unique class member identifier to be included on the Claim Form submitted by all Settlement Class Members who receive direct notice, and (d) reviewing Claims for evidence of waste, fraud, and abuse.

iii. The Settlement Administrator shall employ reasonable procedures to screen Claims for waste, fraud, and abuse. The Settlement Administrator may, but is not required to, request additional information necessary to validate Claims and/or reject a Claim Form where there is evidence of abuse or fraud. The Settlement Administrator may also reject a Claim Form that does not contain all requested information necessary to screen the Claim for fraud or abuse. Finally, subject to the Court's ultimate oversight, the Settlement Administrator's decision as to whether the Settlement Class Member submitted a Valid Claim shall be non-appealable, final, and binding upon the Parties and the Claimants.

D. Injunctive Relief

By the Effective Date or 12 months from the execution of this Settlement Agreement, whatever is later, the Brand Defendants shall complete certain marketing reforms to ensure that all marketing claims related to the Products remain properly substantiated. The Brand Defendants will make information about the science behind these claims available on their own website or at a separate URL. If a separate URL is utilized, Brand Defendants will provide a link to the separate URL on their own website. Moreover, the Brand Defendants shall provide a statement on Product

labels affixed to the outer label or package of the product which states in form or substance that consumers can ascertain additional information about the science by visiting a referenced website or URL. For example, “For more information on the science, visit www.website.com.” New labels for United States distribution of the Products reflecting those label modifications will begin to be implemented by the Brand Defendants in the ordinary course following the entry of the Final Approval Order as new product packaging is made. Currently, the information can be found at www.xxxxxxx.com. However, the Brand Defendants are not obligated to use this website and may use other URLs at their sole choosing.

By the Effective Date or 12 months from the execution of this Settlement Agreement, whatever is later, the Brand Defendants shall cease utilizing the advertising claims that Testofen:

1. “Improves Orgasm”;
2. “Improves Cognition”;
3. “Burns Fat”; and
4. “Promotes Fat Loss”.

Prior to the marketing of a Product by the Brand Defendants, the general efficacy and safety of the remedy will be substantiated to the extent required by state and federal law. Notwithstanding the foregoing, Defendants have presented studies supporting the following non-exhaustive list of marketing claims related to Testofen:

1. Promotes an increase in or boosts free testosterone;
2. Promotes lean muscle mass and strength when combined with strength training and/or exercise;
3. Promotes muscle endurance when combined with strength training and/or exercise;

4. Promotes sexual health, sexual arousal, drive, desire and libido;
5. Supports energy, and satisfaction with muscle and strength; and
6. Contains clinically studied Testofen.

Brand Defendants are not required to remove or recall any of the Products in the market, in inventory, or elsewhere; nor are Brand Defendants required to discontinue the use of, or destroy, any packaging inventory that was in existence prior to final judicial approval of this Settlement Agreement. The Brand Defendants may exhaust all existing packaging inventory and thereafter sell and distribute Products bearing Labeling printed on or before the Effective Date without violating the terms of this Settlement Agreement.

V. **NOTICE TO THE CLASS, COMMUNICATIONS WITH SETTLEMENT CLASS MEMBERS, AND REDEMPTION OF SETTLEMENT RELIEF**

A. Class Notice

i. General Terms. The Class Notice shall:

1. inform the Settlement Class that, if they do not Opt-Out from the Settlement, they may be eligible to receive relief or Benefits under the proposed Settlement;
2. contain a short, plain statement of the background of the Testofen Litigation, the Settlement Class certification for settlement purposes, and the proposed Settlement;
3. describe the proposed settlement relief outlined in this Settlement Agreement; and
4. state that any relief to Settlement Class Members is contingent on the Court's entry of Final Approval.

ii. Notice of Opt-Out, Objection, and Other Rights. The Class Notice shall inform the Settlement Class:

1. that they may Opt-Out or exclude themselves from the Settlement Class by submitting a written exclusion request to be received by the Settlement Administrator no later than sixty (60) days after the Notice Date, or such other deadline as may be ordered by the Court;

2. that any Settlement Class Member who has not submitted a written Opt-Out request may, if he or she desires, object to the proposed Settlement by filing and serving a written statement of Objection along with proof of membership in the Settlement Class no later than sixty (60) days after the Notice Date;

3. that any Settlement Class Member, if he or she so requests, may enter an appearance at the Final Approval Hearing;

4. that any Judgment entered in the Testofen Litigation, whether favorable or unfavorable to the Settlement Class, may include, and be binding on, all Settlement Class Members who have not been excluded from the Class, even if they have objected to the proposed Settlement and even if they have any other claim, lawsuit, or proceeding pending against any of the Defendants; and

5. that any Settlement Class Member who has not timely submitted a written Opt-Out request may submit a Valid Claim seeking a limited cash payment under this Settlement Agreement that must be received via the Settlement Website or via mail on or before the Claims Deadline.

B. Website Notices

On the Notice Date, the Settlement Administrator shall establish a dedicated settlement website available to the Settlement Class. The website shall contain this Settlement Agreement, the Motion for Preliminary Approval of Settlement, the Proposed Preliminary Approval Order, any motion for an Attorneys' Fees and Expense Award, any motion for Incentive Awards for the Class Representatives, the Motion for Final Approval, and the Final Approval Order. The Settlement Website shall include the deadlines for filing Claim Forms, requests to Opt-Out from the Settlement Class, Objections to the Settlement, the date for the Final Approval Hearing and other information pertaining to the Settlement, a voice recorded IVR with FAQ's and an interactive function that permits Settlement Class Members to download a Claim Form online by using a unique class member identifier contained on the Class Notice and to file a Claim Form via the website or by mail, received by the Claims Deadline.

C. E-Mail Notice

On or before the Notice Deadline, the Settlement Administrator will cause the Short Form Notice approved by the Court to be e-mailed to the Settlement Class at an e-mail address for each Settlement Class account as reflected in the Brand Defendants' reasonably available computerized records, as of the date of entry of the Preliminary Approval Order. The Short-Form Notice will be substantially in the form of Exhibit B. To ensure a high degree of deliverability of the email notice and to avoid spam filters, the Settlement Administrator must utilize industry-recognized best practices and comply with the Can-Spam Act.

D. Publication

As set forth in the proposed Preliminary Approval Order, the Settlement Administrator shall implement the Notice Plan agreed to by the Parties and post the Class Notice on the

Settlement Website. The Parties agree that the Class Notice and Notice Plan are reasonable and appropriate and represent the best notice practicable.

E. Retention of Settlement Administrator

Subject to Court Approval, Heffler Claims Administration shall be retained as the Settlement Administrator to help implement the administrative terms of the proposed Settlement Agreement.

i. The Settlement Administrator shall be responsible for reviewing and administering all claims to determine their validity. The Settlement Administrator shall reject any claim that does not comply with the instructions on the Claim Form or the terms of this Agreement, is submitted after the Claims Deadline or contains evidence of waste, fraud or abuse.

ii. The Settlement Administrator shall retain copies of all claims submitted and all documentation of claims approved or denied and all payments made for ninety (90) days after the Effective Date. The Settlement Administrator agrees to be subject to the direction and authority of the Court with respect to the administration of the Settlement and the payment of Benefits pursuant to the terms of this Agreement. Subject to ultimate Court oversight, the Settlement Administrator shall then make a final determination that is not challengeable by any Party as to the validity or invalidity of Claims.

iii. The Settlement Administrator shall assist with various administrative tasks, including, without limitation, (a) effectuating direct and publication notice in the forms attached as Exhibits B and C by the Notice Date; (b) handling returned emails not delivered to Claimants; (c) answering inquiries from the Settlement Class; (d) receiving and maintaining on behalf of the Court and the Parties Settlement Class correspondence

regarding Opt-Out requests; (e) establishing and maintaining the Settlement Website through the Claims Deadline; (f) receiving and processing Claims and distributing Benefit Checks to Settlement Class Members; and (g) otherwise assisting with administration of the Settlement Agreement.

iv. All disputes relating to the Settlement Administrator's duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully carried out.

v. The Settlement Administrator shall abide by the following performance standards:

- i. the Settlement Administrator shall accurately and neutrally describe, and shall train and instruct its employees and agents to accurately and objectively describe, the provisions of this Settlement Agreement in communications with the Settlement Class;
- ii. the Settlement Administrator shall provide prompt, accurate, and objective responses to inquiries from Class Counsel, Defendants, or Defendants' Counsel.

VI. APPROVAL PROCEDURES AND RELATED PROCEEDINGS

A. Preliminary Approval and Final Approval Hearing

Promptly after execution of this Settlement Agreement, the Parties shall submit this Settlement Agreement to the Court, and Class Counsel shall move for entry of a Preliminary Approval Order that seeks entry of an order to:

- a. Certify a tentative Settlement Class composed of the Settlement Class Members;
- b. Preliminarily approve this Settlement Agreement;
- c. Approve and authorize the distribution of the Class Notice;
- d. Approve the Settlement Administrator;
- e. Approve the Claims process;
- f. Appoint Plaintiffs as the representatives of the Settlement Class;
- g. Appoint Class Counsel; and
- h. Schedule a Final Approval Hearing.

Defendants will not object to Plaintiffs' motion for entry of a Preliminary Approval Order so long as it is materially in accordance with the terms of this Settlement Agreement.

B. Opt-Out Requests

i. Settlement Class Members will have until the Opt-Out Deadline to exclude themselves from the Settlement Class (the "Opt-Out Deadline"). Class Members may Opt-Out by timely sending a written request that is received no later than the Opt-Out Deadline to Class Counsel, Defendants' Counsel, and the Settlement Administrator. Class Members who timely Opt-Out of the Settlement: (a) will not be a part of the Settlement, (b) will have no right to receive Benefits under the Settlement Agreement, (c) will not be bound by the terms of the Settlement Agreement, and (d) will not have any right to object to the terms of the Settlement Agreement at the Final Approval Hearing. The written Opt-Out request must: (a) state the title and case number of the Missouri Action, (b) specifically request to Opt-Out of the Settlement, (c) state the full name, address, and telephone number of the requestor, (d) include a statement indicating the requestor is a member of the Settlement

Class, and (e) must be signed by the requestor. A list reflecting all Opt-Out requests received and logged shall be provided by the Settlement Administrator to Class Counsel and Defense Counsel at least fourteen (14) days before the Final Approval Hearing.

ii. Any Settlement Class Member who does not timely send a written request for exclusion as provided in the preceding paragraph shall be bound by all subsequent proceedings, orders, and the Final Approval Order and judgment in the Testofen Litigation relating to this Settlement Agreement, even if he or she has pending, or subsequently initiates litigation, arbitration, or any other proceeding against Defendants relating to the Released Claims.

C. Objections

i. Any Settlement Class Member, on his or her own, or through an attorney hired at his or her own expense, may object to the Settlement or to any of the terms of this Settlement Agreement. Any such Objection must be filed with the Court and served on Class Counsel, Defendants' Counsel, and the Settlement Administrator. To be effective, any such Objection must be in writing and include the contents described in Paragraph VI.C.3 below, and must be filed with the Clerk of the Court and served on Class Counsel and Defendants' Counsel on or before the Objection Deadline, or as the Court otherwise directs. Any Objections not raised properly and timely will be waived.

ii. Any Settlement Class Member, on his or her own, or through an attorney hired at his or her own expense, may object to Class Counsel's request for an Attorneys' Fees and Expense Award and/or the Incentive Awards to Class Representatives. Any Objection must be filed with the Clerk of the Court and be served on Class Counsel, Defendants' Counsel, and the Settlement Administrator before the Objection Deadline. To be effective,

any such objection must be in writing and include the contents described in Paragraph VI.C.3 below, and must be filed and served no later than the Objection Deadline. Any Objections not raised properly and timely are waived.

iii. To be effective, any Objection described in Paragraph VI.C.1 or VI.C.2 must contain all the following information:

- a. a reference at the beginning to this case *Tommy Robbins, et al, Individually and On Behalf of All Other Similarly Situated Persons vs. Gencor Nutrients, Inc. et al*, Case No.: 16AC-CC00366 in the Circuit Court of Cole County, Missouri;
- b. the objector's full name, address, and telephone number (and the objectors' lawyer's name, address and telephone number if they are objecting through counsel);
- c. a written statement of all grounds for the objection, accompanied by any legal support for such Objection;
- d. copies of any papers, briefs, or other documents upon which the Objection is based;
- e. a list of all persons who will be called to testify in support of the Objection;
- f. a statement of whether the objector intends to appear at the Final Approval Hearing. If the objector intends to appear at the Final Approval Hearing through counsel, the Objection must also state the identity of all attorneys representing the objector who will appear at the Final Approval Hearing;

- g. a statement of his/her membership in the Settlement Class, including all information required by the Claim Form; and
- h. a detailed list of any other Objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or federal, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the Objection to this settlement.

iv. Any Settlement Class Member who fails to timely file and serve a written Objection containing all of the information listed above in the previous paragraphs, including notice of his/her intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by any means, including but not limited to an appeal. Further, any Settlement Class Member who submits a timely written Objection shall consent to deposition by Class Counsel prior to the Final Approval Hearing.

VII. RELEASES

As of the Effective Date, and except as to such rights or claims created by the Settlement, Plaintiffs and each Settlement Class Member, and each of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, shall be deemed to have, and by operation of the Final Approval Order and entry of a

final judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties and the Additional Released Parties.

The Final Approval Order shall further provide for and effect the release of all actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorney's fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, that Defendants now have against Plaintiffs, Settlement Class Members, or Class Counsel by reason of any act, omission, harm, matter, cause or event whatsoever arising out of the initiation, prosecution, or settlement of the Testofen Litigation or the claims and defenses asserted in the Testofen Litigation.

Notwithstanding the above, the Court shall retain continuing jurisdiction over the Parties and the Settlement Agreement with respect to the future performance of the terms of the Settlement Agreement, and to assure that all payments and other actions required of any of the Parties by the Settlement are properly made or taken. All Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement Agreement.

VIII. CLASS COUNSEL'S ATTORNEYS' FEES AND EXPENSE AWARD AND CLASS REPRESENTATIVE INCENTIVE AWARDS

A. Class Counsel may apply to the Court for an Attorneys' Fees and Expense Award in an amount not to exceed six-hundred-thousand-dollars-and-zero-cents (\$600,000.00) payable in the amount of fifty-thousand-dollars-and-zero-cents (\$50,000.00) per month for twelve (12) consecutive months, commencing the later of December 2018 or thirty (30) days after the Court's entry of the Final Approval Order, notwithstanding any appeal, upon execution of a stipulated undertaking. The Stipulated Undertaking shall require repayment of fees and expenses by Class Counsel should the Order and Final Judgment be reversed or materially modified or the fee and expenses order reversed or reduced on appeal. The Attorneys' Fees and Expense Award shall be

made solely by Force Factor, which shall issue corporate guarantees of Force Factor and its parent Nutraclick, for the payment of the Attorneys' Fees and Expenses. Class Counsel will hold all other Defendants harmless from any obligation to pay any amount of the Attorneys' Fees and Expense Award and will solely look to Force Factor and/or Nutraclick and their assets to pay the Attorneys' Fees and Expense Award under this Agreement. Force Factor and/or Nutraclick shall pay or cause to be paid the attorney fees and costs by wire transfer delivered into a trust account to be identified by Vozzolo LLC. Class Counsel shall provide to Force Factor and Nutraclick's counsel in a timely manner all wiring and account information necessary to enable Defendants to make such a deposit within the time required.

B. Class Counsel may apply to the Court for Incentive Awards for the Class Representatives in an amount not to exceed two-thousand-five-hundred-dollars-and-zero-cents (\$2,500.00) per Class Representative. The Incentive Awards, if issued by the Court, will reduce Class Counsel's Attorneys' Fees and Expense Award by the amount payable to the Class Representatives. Any Incentive Awards ordered by the Court shall be in addition to any money the Class Representative will receive from the Settlement Amount as a result of submitting a Valid Claim.

IX. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

A. The Effective Date of this Settlement Agreement shall be the fifth business date after the last of the following conditions have been satisfied:

- (a) all Parties and their counsel have executed this Settlement Agreement;
- (b) the Court has entered the Final Approval Order certifying the Class, approving the Settlement Agreement and dismissing the Action with prejudice as to Class Representatives' and Settlement Class Members' claims against Defendants; and

(c) the date on which time to appeal or to seek permission to appeal from the Court's approval of the Settlement Agreement has expired or, if appealed, approval of the Settlement Agreement has been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review, or upon the denial of a writ of certiorari to review the order and final judgment from any court making the Final Approval Order a final, non-appealable judgment.

For purposes of this paragraph, an "appeal" shall not include any appeal that concerns solely the issue of Class Counsel's request for an Attorneys' Fees and Expense Award and for Incentive Awards to the Class Representatives.

B. If all of the conditions specified in Section IX.A. of this Settlement Agreement are not met, then this Settlement Agreement shall be cancelled and terminated unless Class Counsel and Defendants mutually agree in writing to proceed with this Settlement Agreement.

C. In the event that this Settlement Agreement is not approved by the Court or the settlement set forth in this Settlement Agreement is terminated or fails to become effective in accordance with its terms, the Parties shall be restored to their respective pre-settlement positions in the Testofen Litigation, the amended complaint shall be withdrawn or dismissed without prejudice to refile and this entire Settlement Agreement shall become null and void. The amended complaint that is contemplated by this Settlement Agreement shall be filed for settlement purposes only and shall be null and void in the event that this Settlement Agreement fails to become effective for any reason and, in that event, the Parties shall be returned to their pre-settlement positions in the Testofen Litigation.

X. MISCELLANEOUS PROVISIONS

A. Conditional Nature of Settlement and Termination: Defendants and Plaintiffs shall each have the right to terminate the settlement by providing written notice of their election to do so to the other within thirty (30) days of: (i) the Court's declining to enter the Preliminary Approval Order substantially in the form attached hereto; (ii) the Court's refusal to approve this Settlement Agreement or any part of it verbatim; (iii) the Court's declining to enter the Final Approval Order; (iv) the date upon which the Final Approval Order is modified or reversed in any respect by the Court of Appeals or the Supreme Court; (v) in the event that the Court enters a Final Approval Order in a form other than that provided for in the Motion for Preliminary Approval of Settlement ("Alternative Judgment") and none of the Parties hereto elects to terminate this settlement, the date that such Alternative Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (vi) more than 2,000 (two thousand) Settlement Class Members Opt-Out of the settlement pursuant to Section VI.B above.

B. Evidentiary Preclusion: The Parties agree that, to the fullest extent permitted by law, neither this Settlement Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of the Parties or their counsel or the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Parties or their counsel or the Released Parties or the appropriateness of class certification in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. In addition, any failure of the Court to approve the Settlement and/or any Objections or interventions may not be used as evidence in the Testofen Litigation or any other proceeding for any purpose whatsoever. However, the Released Parties may file the Settlement

Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

C. Effect of Non-Approval: In the event that this Settlement Agreement is not approved by the Court in substantially its present form, any Objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason, the terms and provisions of this Settlement Agreement shall have no further force and effect with respect to the Parties or the Settlement Class Members, and shall not be used in the Testofen Litigation or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*. In such event, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection with this Settlement Agreement shall be without prejudice to any Party or Settlement Class Member and shall not be admissible or offered into evidence in any action or proceeding as an admission or confession by any Party or any other Person or entity of any fact, matter, or proposition of law. Additionally, Defendants' shall bear all reasonable and necessary Administrative Costs incurred in connection with the implementation of this Settlement Agreement up until its termination. Neither the Class Representatives nor Class Counsel shall be responsible for any such Administrative Costs.

D. Effectiveness, Amendments, and Binding Nature: This Settlement Agreement may be amended only in writing and signed by all of the Parties. Except as otherwise stated above, each Party, including Plaintiffs on behalf of themselves and the Settlement Class, expressly accepts and assumes the risk that, if facts or laws pertinent to matters covered by this Settlement

Agreement are hereafter found to be other than as now believed or assumed by that part to be true or applicable, this Settlement Agreement shall nevertheless remain effective. This Settlement Agreement is binding on, and shall inure to the benefit of, the Parties and their respective heirs, agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, executors, administrators, insurers, and successors in interest. All Released Parties other than Defendants, which are Parties, are intended to be third-party beneficiaries of this Settlement Agreement.

E. Cooperation in Implementation: The Parties and their counsel agree to cooperate fully with one another and to use their best efforts to effectuate the Settlement, including without limitation, in seeking Preliminary Approval and Final Approval of the Settlement Agreement and the Settlement embodied herein, carrying out the terms of this Settlement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement. The Parties shall cooperate in good faith and undertake all reasonable actions and steps in order to accomplish the events described in this Settlement Agreement. Defendants, Plaintiffs, and their respective counsel also agree to prepare and execute any additional documents that may reasonably be necessary to effectuate the terms of this Settlement Agreement including filing Motions to Stay the Testofen Litigation once this Settlement Agreement is executed. Immediately upon the Effective Date, the Parties will seek to dismiss all Testofen Litigation with Prejudice as all claims have been released by this Settlement Agreement.

F. Governing Law: This Settlement Agreement shall be construed and governed in accordance with the laws of Missouri.

G. Stay Pending Court Approval:

i. Class Counsel and Defendants' Counsel agree to stay all proceedings, other than those proceedings necessary to carry out or enforce the terms and conditions of the settlement, until the Effective Date of the settlement has occurred. If, despite the Parties' best efforts, this Settlement Agreement should fail to become effective, the Parties will return to their prior positions in the Testofen Litigation, in accordance with Section IX.C of this Settlement Agreement.

ii. The Parties also agree to stay all other pending litigation against Defendants regarding false advertising, breach of contract and/or fraud, deceit, and/or misrepresentation which affects the Settlement Class. This stay shall not apply to claims asserted for acts or omissions outside of the Class Period.

H. Signatures: This Settlement Agreement may be executed in counterparts, and, when so executed, shall constitute a binding original, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures sent by email shall be deemed original signatures and shall be binding.

I. Notices: Whenever this Settlement Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by first class U.S. Mail and email to:

1. If to Plaintiffs, then to:

a. Ronald A. Marron
The Law Offices of Ronald A. Marron
651 Arroyo Drive
San Diego, California 92103
Telephone: (619) 696-9006
Email: ron@consumersadvocates.com

b. David L. Steelman
STEELMAN GAUNT HORSEFIELD
901 N Pine St #110

Rolla, MO 65401
573-458-5231
Email: dsteelman@steelmanandgaunt.com

2. If to the Defendants, then to:

- a. Matthew R. Orr
Call & Jensen
610 Newport Center Drive Suite 700
Newport Beach, CA 92660
949-717-3000
Email: morr@calljensen.com
- b. Daniel S. Silverman
Venable LLP
2049 Century Park East, Suite 2300,
Los Angeles, CA 90067
310-229-0373
Email: dsilverman@venable.com

J. Good Faith: The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Settlement Agreement. To that end, the Parties further agree to implement the terms of this Settlement Agreement in good faith and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement. The Parties also agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

K. Protective Orders: All orders, Settlement Agreements, and designations regarding the confidentiality of documents and information (“Protective Orders”) remain in effect, and all Parties and counsel remain bound to comply with the Protective Orders, including the provisions to certify the destruction of “Confidential” documents.

L. Arms-Length Negotiations: The determination of the terms and conditions contained herein and the drafting of the provisions of this Settlement Agreement have been by mutual understanding after negotiations, with consideration by, and participation of, the Parties

hereto and their counsel. This Settlement Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Settlement Agreement and the Parties agree that the drafting of this Settlement Agreement has been a mutual undertaking.

M. Waiver: The waiver by one Party of any provision or breach of the Settlement Agreement shall not be deemed a waiver of any other provision or breach of the Settlement Agreement.

N. Variance: In the event of any variance between the terms of this Settlement Agreement and any of the Exhibits hereto, the terms of this Settlement Agreement shall control and supersede the Exhibits.

O. Exhibits: All Exhibits to this Settlement Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

P. Taxes: No opinion concerning the tax consequences of the Settlement Agreement to any Settlement Class Member is given or will be given by Defendants' Counsel or Class Counsel; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Settlement Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the Settlement Agreement, if any.

Q. Support from the Parties: After a full investigation, discovery and arms-length negotiations, the Parties and their counsel agree that they: (i) have independently determined that this settlement is in the best interest of the Settlement Class; (ii) shall not oppose Plaintiffs' motions for entry of the Preliminary Approval Order and Final Approval Order; and (iii) will not encourage

any Persons to Opt-Out or file an Objection to the Settlement or this Settlement Agreement. Once approved, the Class Notice attached collectively as Exhibits B and C will be available and/or provided to the Settlement Class. The Parties and their respective counsel agree that the Class Notice is reasonable and appropriate. To avoid contradictory, incomplete, or confusing information about the settlement during the Claims Period, the Parties agree that if they make any written press releases, provide information to the Media or claim promotion sites about the Settlement before the conclusion of the Claim Period, such information will be approved by the Parties in advance and made jointly.

R. Entire Agreement: This Settlement Agreement contains the entire agreement among the Parties hereto and supersedes any prior agreements or understandings between them. All terms of this Settlement Agreement are contractual and are not mere recitals and shall be construed as if drafted by all Parties.

S. Time Periods: All time periods set forth herein shall be computed in calendar days. 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 last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, or, when the act to be done is the filing of a paper in Court, a day in which weather or other conditions have made the Office of the Clerk or the Court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Additionally, the time periods and/or dates described in this Settlement Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Class Counsel and Defendants' Counsel, without notice to Settlement Class Members.

T. Amendment: This Settlement Agreement may be amended or modified only by a written instrument signed by the Parties, Class Counsel, Defendants, and Defendants' Counsel. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the court.

U. Date of Finalized Settlement Agreement: This Settlement Agreement shall be deemed to have been executed upon the last date of execution by all of the undersigned.

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

Dated: April 4, 2018

GENCOR NUTRIENTS, INC., GENCOR PACIFIC INC., and GE NUTRIENTS, INC.

By: [Signature]
Title: JITH VEERAYALLI

Dated:

FORCE FACTOR, LLC

By: _____
Title: _____

Dated:

GENERAL NUTRITION CORP; GENERAL NUTRITION CENTERS, INC.; GNC CORPORATION; and S&G PROPERTIES LLC

By: _____
Title: _____

Dated:

DIRECT DIGITAL LLC

By: _____
Title: _____

Dated:

PHARMAFREAK HOLDINGS, INC.

By: _____
Title: _____

T. Amendment: This Settlement Agreement may be amended or modified only by a written instrument signed by the Parties, Class Counsel, Defendants, and Defendants' Counsel. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the court.

U. Date of Finalized Settlement Agreement: This Settlement Agreement shall be deemed to have been executed upon the last date of execution by all of the undersigned.

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

Dated: GENCOR NUTRIENTS, INC., GENCOR PACIFIC INC., and GE NUTRIENTS, INC.

By: _____
Title: _____

Dated: 3/26/18

FORCE FACTOR, LLC

By: David Waller
Title: CEO & Co-Founder

Dated: GENERAL NUTRITION CORP; GENERAL NUTRITION CENTERS, INC.; GNC CORPORATION; and S&G PROPERTIES LLC

By: _____
Title: _____

Dated: DIRECT DIGITAL LLC

By: _____
Title: _____

Dated: PHARMAFREAK HOLDINGS, INC.

By: _____
Title: _____

T. Amendment: This Settlement Agreement may be amended or modified only by a written instrument signed by the Parties, Class Counsel, Defendants, and Defendants' Counsel. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the court.

U. Date of Finalized Settlement Agreement: This Settlement Agreement shall be deemed to have been executed upon the last date of execution by all of the undersigned.

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

Dated: GENCOR NUTRIENTS, INC., GENCOR PACIFIC INC., and GE NUTRIENTS, INC.

By: _____
Title: _____

Dated: FORCE FACTOR, LLC

By: _____
Title: _____

Dated: 4/3/18 GENERAL NUTRITION CORP; GENERAL NUTRITION CENTERS, INC.; GNC CORPORATION; and S&G PROPERTIES LLC

By: [Signature]
Title: VP & ASSISTANT GC

Dated: DIRECT DIGITAL LLC

By: _____
Title: _____

Dated: PHARMAFREAK HOLDINGS, INC.

By: _____
Title: _____

T. Amendment: This Settlement Agreement may be amended or modified only by a written instrument signed by the Parties, Class Counsel, Defendants, and Defendants' Counsel. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the court.

U. Date of Finalized Settlement Agreement: This Settlement Agreement shall be deemed to have been executed upon the last date of execution by all of the undersigned.

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

Dated: GENCOR NUTRIENTS, INC., GENCOR PACIFIC INC., and GE NUTRIENTS, INC.
By: _____
Title: _____

Dated: FORCE FACTOR, LLC
By: _____
Title: _____

Dated: GENERAL NUTRITION CORP; GENERAL NUTRITION CENTERS, INC.; GNC CORPORATION; and S&G PROPERTIES LLC
By: _____
Title: _____

Dated: 4/6/18 DIRECT DIGITAL LLC
By:  _____
Title: CEO _____

Dated: PHARMAFREAK HOLDINGS, INC.
By: _____
Title: _____

T. Amendment: This Settlement Agreement may be amended or modified only by a written instrument signed by the Parties, Class Counsel, Defendants, and Defendants' Counsel. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the court.

U. Date of Finalized Settlement Agreement: This Settlement Agreement shall be deemed to have been executed upon the last date of execution by all of the undersigned.

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

Dated: GENCOR NUTRIENTS, INC., GENCOR PACIFIC INC., and GE NUTRIENTS, INC.

By: _____
Title: _____

Dated: FORCE FACTOR, LLC

By: _____
Title: _____

Dated: GENERAL NUTRITION CORP; GENERAL NUTRITION CENTERS, INC.; GNC CORPORATION; and S&G PROPERTIES LLC

By: _____
Title: _____

Dated: DIRECT DIGITAL LLC

By: _____
Title: _____

Dated: 3/26/18

PHARMAFREAK HOLDINGS, INC.

By: ASavva
Title: Co-CEO

Dated: 3/29/18

DREAMBRANDS, INC

By: Jonathan K Hall JONATHAN K HALL
Title: CHIEF FINANCIAL OFFICER

Dated:

PREVENTION, LLC D/B/A NATURADE

By: _____
Title: _____

Dated:

KINGFISHER MEDIA, LLC

By: _____
Title: _____

Dated:

By: _____
Tommy Robbins

Dated:

By: _____
Daniel Camey

Dated:

By: _____
Raymond Alvandi

Dated:

By: _____
Gerard Butler

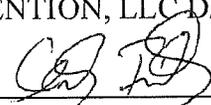
APPROVED AS TO FORM AND CONTENT:

Dated:

CALL & JENSEN

By: Matthew R. Orr
Matthew R. Orr
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Tel: 949-717-3000
Fax: 949.717.3100
Email: morr@calljensen.com

Dated: DREAMBRANDS, INC.
By: _____
Title: _____

Dated: 4/12/2018 PREVENTION, LLC D/B/A NATURADE
By:  _____
Title: CEO _____

Dated: KINGFISHER MEDIA, LLC
By: _____
Title: _____

Dated: By: _____
Tommy Robbins

Dated: By: _____
Daniel Camey

Dated: By: _____
Raymond Alvandi

Dated: By: _____
Gerard Butler

APPROVED AS TO FORM AND CONTENT:

Dated: CALL & JENSEN
By: _____
Matthew R. Orr
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Tel: 949-717-3000
Fax: 949.717.3100
Email: morr@calljensen.com

Dated: DREAMBRANDS, INC.
By: _____
Title: _____

Dated: PREVENTION, LLC D/B/A NATURADE
By: _____
Title: _____

Dated: 3/29/2018 KINGFISHER MEDIA, LLC
By: [Signature]
Title: Chairman

Dated: By: _____
Tommy Robbins

Dated: By: _____
Daniel Camey

Dated: By: _____
Raymond Alvandi

Dated: By: _____
Gerard Butler

APPROVED AS TO FORM AND CONTENT:

Dated: CALL & JENSEN
By: _____
Matthew R. Orr
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Tel: 949-717-3000
Fax: 949.717.3100
Email: morr@calljensen.com

Dated: DREAMBRANDS, INC.
By: _____
Title: _____

Dated: PREVENTION, LLC D/B/A NATURADE
By: _____
Title: _____

Dated: KINGFISHER MEDIA, LLC
By: _____
Title: _____

Dated: 18/04/18
By: 
Tommy Robbins

Dated: By: _____
Daniel Camey

Dated: By: _____
Raymond Alvandi

Dated: By: _____
Gerard Butler

APPROVED AS TO FORM AND CONTENT:

Dated: CALL & JENSEN
By: _____
Matthew R. Orr
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Tel: 949-717-3000
Fax: 949.717.3100
Email: morr@calljensen.com

*Counsel for Defendants Gencor Nutrients, Inc.,
Gencor Pacific Inc.; and GE Nutrients, Inc.*

Dated:

VENABLE LLP

By:

Daniel S. Silverman
2049 Century Park East, Suite 2300
Los Angeles, CA 90067
Tel: 310-229-0373
Fax: 310-229-9901
Email: dsilverman@venable.com

*Counsel for Defendants Force Factor, LLC;
General Nutrition Corporation; General Nutrition
Centers, Inc.; GNC Corporation; S&G Properties,
LLC; Direct Digital LLC, Pharmafreak Holdings,
Inc., Dreambrands, Inc.; Prevention, LLC; and
KingFisher Media, LLC*

Dated:

STEELMAN, GAUNT & HORSEFIELD

By:

Stephen F. Gaunt
David L. Steelman
901 Pine Street, Suite 110
Rolla, Missouri 65401
Tel: (573) 458-5231
Fax: (573) 341-8548
Email: sgaunt@steelmanandgaunt.com
dsteelman@steelmanandgaunt.com

Dated:

LAW OFFICES OF RONALD A. MARRON, APLC

By:

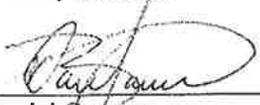
Ronald A. Marron
651 Arroyo Drive
San Diego, California 92103
Tel: 619-696-9006
Fax: 619-564-6665
Email: ron@consumersadvocates.com

Dated: DREAMBRANDS, INC.
By: _____
Title: _____

Dated: PREVENTION, LLC D/B/A NATURADE
By: _____
Title: _____

Dated: KINGFISHER MEDIA, LLC
By: _____
Title: _____

Dated: By: _____
Tommy Robbins

Dated: 04-03-18 By: 
Daniel Carney

Dated: By: _____
Raymond Alvandi

Dated: By: _____
Gerard Butler

APPROVED AS TO FORM AND CONTENT:

Dated: CALL & JENSEN
By: _____
Matthew R. Orr
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Tel: 949-717-3000
Fax: 949.717.3100
Email: morr@calljensen.com

Dated: DREAMBRANDS, INC.
By: _____
Title: _____

Dated: PREVENTION, LLC D/B/A NATURADE
By: _____
Title: _____

Dated: KINGFISHER MEDIA, LLC
By: _____
Title: _____

Dated: By: _____
Tommy Robbins

Dated: By: _____
Daniel Carey

Dated: 03.21.2018 By: _____
Raymond Alvarez

Dated: By: _____
Gerard Butler

APPROVED AS TO FORM AND CONTENT:

Dated: CALL & JENSEN
By: _____
Matthew R. Orr
619 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Tel: 949-717-3000
Fax: 949-717-3100
Email: morr@calljensen.com

Dated: DREAMBRANDS, INC.
By: _____
Title: _____

Dated: PREVENTION, LLC D/B/A NATURADE
By: _____
Title: _____

Dated: KINGFISHER MEDIA, LLC
By: _____
Title: _____

Dated: By: _____
Tommy Robbins

Dated: By: _____
Daniel Camey

Dated: By: _____
Raymond Alvandi

Dated: 3/18/18 By: 
Gerard Butler

APPROVED AS TO FORM AND CONTENT:

Dated: CALL & JENSEN
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Email: morr@calljensen.com

*Counsel for Defendants Gencor Nutrients, Inc.,
Gencor Pacific Inc.; and GE Nutrients, Inc.*

Dated: 4/9/18

VENABLE LLP

By: 

Daniel S. Silverman
2049 Century Park East, Suite 2300
Los Angeles, CA 90067
Tel: 310-229-0373
Fax: 310-229-9901
Email: dsilverman@venable.com

*Counsel for Defendants Force Factor, LLC;
General Nutrition Corporation; General Nutrition
Centers, Inc.; GNC Corporation; S&G Properties,
LLC; Direct Digital LLC; Pharmafreak Holdings,
Inc., Dreambrands, Inc.; Prevention, LLC; and
KingFisher Media, LLC*

Dated:

STEELMAN, GAUNT & HORSEFIELD

By: _____

Stephen F. Gaunt
David L. Steelman
901 Pine Street, Suite 110
Rolla, Missouri 65401
Tel: (573) 458-5231
Fax: (573) 341-8548
Email: sgaunt@steelmanandgaunt.com
dsteelman@steelmanandgaunt.com

Dated:

LAW OFFICES OF RONALD A. MARRON, APLC

By: _____

Ronald A. Marron
651 Arroyo Drive
San Diego, California 92103
Tel: 619-696-9006
Fax: 619-564-6665
Email: ron@consumersadvocates.com

Dated: DREAMBRANDS, INC.
By: _____
Title: _____

Dated: PREVENTION, LLC D/B/A NATURADE
By: _____
Title: _____

Dated: KINGFISHER MEDIA, LLC
By: _____
Title: _____

Dated: By: _____
Tommy Robbins

Dated: By: _____
Daniel Camey

Dated: By: _____
Raymond Alvandi

Dated: By: _____
Gerard Butler

APPROVED AS TO FORM AND CONTENT:

Dated: CALL & JENSEN
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610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Tel: 949-717-3000
Fax: 949.717.3100
Email: morr@calljensen.com

*Counsel for Defendants Gencor Nutrients, Inc.,
Gencor Pacific Inc.; and GE Nutrients, Inc.*

Dated:

VENABLE LLP

By:

Daniel S. Silverman
2049 Century Park East, Suite 2300
Los Angeles, CA 90067
Tel: 310-229-0373
Fax: 310-229-9901
Email: dsilverman@venable.com

*Counsel for Defendants Force Factor, LLC;
General Nutrition Corporation; General Nutrition
Centers, Inc.; GNC Corporation; S&G Properties,
LLC; Direct Digital LLC, Pharmafreak Holdings,
Inc., Dreambrands, Inc.; Prevention, LLC; and
KingFisher Media, LLC*

Dated:

STEELMAN, GAUNT & HORSEFIELD

By:

Stephen F. Gaunt
David L. Steelman
901 Pine Street, Suite 110
Rolla, Missouri 65401
Tel: (573) 458-5231
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Email: sgaunt@steelmanandgaunt.com
dsteelman@steelmanandgaunt.com

Dated:

3/16/18

LAW OFFICES OF RONALD A. MARRON, APLC

By:



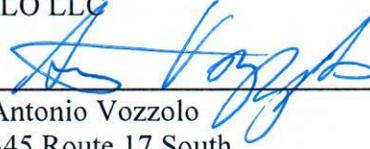
Ronald A. Marron
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Tel: 619-696-9006
Fax: 619-564-6665
Email: ron@consumersadvocates.com

Dated:

4-12-2018

VOZZOLO LLC

By:



Antonio Vozzolo
345 Route 17 South
Upper Saddle River, New Jersey 07458
Phone: 201-630-8820
Fax: 201-604-8400
Email: avozzolo@vozzolo.com

Counsel for Plaintiffs