

AMENDED STIPULATION OF CLASS ACTION SETTLEMENT

The undersigned parties (collectively, the "Parties," and each separately a "Party") have entered into the following Amended Stipulation of Class Action Settlement (the "Agreement"), subject to approval of this Court.

I. RECITALS

This Agreement is made and entered into by plaintiffs Roberto Moran ("Moran"), Osie Marshall ("Marshall"), and Larry Tran ("Tran"), on behalf of themselves and each of the Settlement Class Members (collectively, the "Settlement Class"), and Defendant Good Health Natural Products, LLC f/k/a Good Health Natural Products, Inc. ("Good Health®" or "Defendant"). Capitalized terms used in this Agreement are defined in Section II of this Agreement or indicated in parentheses elsewhere in this Agreement. Subject to Court approval as required by applicable provisions of the California Code of Civil Procedure, and as provided in this Agreement, the Parties stipulate and agree that, in consideration for the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Judgment and Order Approving Settlement and the occurrence of the Effective Date, the Consolidated Action shall be settled and compromised upon the terms and conditions contained in this Agreement.

A. Good Health® is a food company engaged in manufacturing, processing, marketing, advertising, promoting, distributing, and selling food products under the Good Health® brand name.

B. On October 22, 2014, Plaintiff Tran filed a putative class action lawsuit in the Superior Court of the State of California, County of Los Angeles, entitled *Tran v. Good Health Natural Products, Inc.*, Case No. BC561427 (the "*Tran Action*").

C. On July 24, 2015, Plaintiffs Moran and Marshall filed a putative class action lawsuit in the Superior Court of the State of California, County of Los Angeles, entitled *Moran*

and Marshall v. Good Health Natural Products, Inc., Case No. BC588986 (the “*Moran/Marshall* Action”).

D. On November 2, 2015, Plaintiffs Tran, Moran and Marshall stipulated to file a consolidated class action complaint in the *Tran* Action.

E. On September 11, 2018, the Court entered an Order allowing Plaintiffs Tran, Moran and Marshall to file an amended and consolidated class action complaint, and thereby consolidate the *Moran/Marshall* Action and *Tran* Action (the “Consolidated Action”). A First Amended And Consolidated Class Action Complaint was thereafter filed on September 14, 2018.

F. On February 19, 2015, a mediation was held with former California Superior Court Judge Carl West of JAMS. Although the mediation did not result in a settlement on that date, negotiations continued. At all times, the negotiations between Class Counsel and Tran, Moran and Marshall on the one hand, and Good Health and Defendant's Counsel on the other hand, were adversarial, non-collusive, and at arms' length. Ultimately, the Parties reached a settlement in principle, which settlement is now fully memorialized in this Agreement

G. Plaintiffs Moran, Marshall, and Tran are members of the Settlement Class.

H. Plaintiffs Moran and Marshall are represented by attorneys at CounselOne, P.C. (“CounselOne”). Plaintiff Tran is represented by Chant Yedalian of Chant & Company A Professional Law Corporation (“Yedalian”).

I. CounselOne and Yedalian are collectively referred to as “Class Counsel.” Class Counsel have conducted a thorough investigation into the facts and law relating to the *Tran* Action, the *Moran/Marshall* Action, and the Consolidated Action (collectively, the “Good Health® Actions”) and have analyzed and evaluated the merits of the Parties' contentions. Class Counsel also have evaluated the risks, delay, and difficulties involved in certifying a class, establishing liability and, in the event of liability, a right to recovery in excess of that offered by

the Settlement and the likelihood that the Good Health® Actions could be further protracted and expensive. Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate, and that a settlement of the Good Health® Actions is in the best interests of the Settlement Class.

J. Good Health® denies any and all wrongdoing of any kind whatsoever, and denies any liability to Tran, Moran or Marshall, or to the Settlement Class. In no event shall this Agreement, or any part thereof, be construed or deemed to be evidence of an admission or concession on the part of Good Health® of any fault or wrongdoing of any kind, nor an admission or concession of liability of any kind, whether for damages or equitable or declaratory relief or any other form of legal remedy, or a concession of any infirmity in any of the defenses that have been asserted or could have been asserted in the Good Health® Actions. Good Health®, however, considers it desirable that all claims against it be settled on the terms hereinafter set forth in order to avoid further expense, inconvenience, and delay, to dispose of the Good Health® Actions, and to put to rest all controversy concerning the Released Claims (as defined below). Therefore, for settlement purposes only, Good Health®, while continuing to deny any and all allegations of liability and wrongdoing, has agreed to settle and terminate the Good Health® Actions and the Released Claims (as defined below) as set forth in this Agreement. Nothing in this Agreement shall affect the application of California Evidence Code § 1152 in this or in any subsequent litigation.

K. This Agreement is entered into by and among the Parties, and the Parties agree that: (1) upon approval of the Court after the hearing(s) provided for in this Agreement, the Good Health® Actions and all Released Claims (as defined below) shall be settled and compromised as between Tran, Moran, Marshall, and the Settlement Class on the one hand, and Good Health® on the other hand; and, (2) upon Court approval of this Agreement and the Effective Date, all

Released Claims (as defined below) against Good Health® and all Released Parties (as defined below), shall be released, all on the following terms and conditions:

II. DEFINITIONS

A. As used in this Agreement, the following capitalized terms have the meanings specified below:

1. "Agreement" means this Stipulation of Class Action Settlement.
2. "Approved Claim" means a claim approved by the Claims Administrator according to the claims criteria in the Claim Administration protocols that will be agreed upon by the Parties and submitted to the Court in connection with the Motion for Preliminary Approval of Settlement.
3. "Authorized Claimant" means a Settlement Class Member who submits an Approved Claim.
4. "Award" means the monetary relief obtained by Settlement Class Members pursuant to Section IV.B. of this Agreement.
5. "Claim" means a request for relief pursuant to Sections IV.B. and V.B. of this Agreement submitted by or on behalf of a Settlement Class Member on a Claim Form filed with the Claims Administrator in accordance with the terms of this Agreement.
6. "Claimant" means a Settlement Class Member who submits a Claim for benefits as described in Sections IV.B. and V.B. of this Agreement.
7. "Claim Form" means the document to be submitted by Claimants seeking benefits pursuant to this Agreement, substantially in the form to be agreed upon by the Parties and submitted to the Court in connection with the Motion for Preliminary Approval of Settlement, and that is discussed in Section V.B. of this Agreement.

8. "Claims Administrator" means Atticus Administration, LLC, a third-party administrator agreed upon by the Parties and subject to approval by the Court to provide the Class Notice and to administer the claims process.

9. "Claims Administration Expenses" means all of the fees, costs, disbursements, and expenses charged or incurred by the Claims Administrator in implementing and administering the Notice Plan, including the costs of publication and notice, and processing all Claims made by Claimants, all in an amount not to exceed One Hundred Seventy One Thousand and No/100 Dollars (\$171,000.00), plus the additional costs of notice to Top Class Actions LLC not to exceed Five Thousand and No/100 Dollars (\$5,000.00).

10. "Claims Deadline" means the date by which all Claim Forms must be postmarked or received by the Claims Administrator to be considered timely. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, the Final Approval Order, the Class Notice, on the Settlement Website, and on the front of the Claim Form, and shall be one hundred eighty (180) calendar days following the Notice Date.

11. "Class Counsel" means the following attorneys of record for Tran, Moran, and Marshall:

Anthony J. Orshansky
anthony@counselonegroup.com
Justin Kachadoorian
justin@counselonegroup.com
COUNSELONE, P.C.
9301 Wilshire Boulevard, Suite 650
Beverly Hills, California 90210

and

Chant Yedalian
chant@chant.mobi
CHANT & COMPANY
A Professional Law Corporation
1010 N. Central Ave.
Glendale, California 91202

12. "Class Notice" means, collectively, the "Long-Form Notice" attached hereto as Exhibit B, the "Claim Form" attached hereto as Exhibit C, the notice plan set forth in the Declaration of Christopher Longley (previously filed with the Court on September 17, 2018), and the additional notice outlined in the Top Class Actions LLC proposal attached hereto as Exhibit D. The Class Notice is further discussed in Section VI.

13. "Class Representatives" means Larry Tran, Roberto Moran, and Osie Marshall.

14. "Court" means the Superior Court of the State of California, County of Los Angeles, Central Civil West Courthouse.

15. "Defendant" means Good Health®.

16. "Defendant's Counsel" means the following attorneys of record for Defendant:

Richard Fama
rfama@cozen.com
COZEN O'CONNOR
45 Broadway, 16th Floor
New York, New York 10006

and

David Shimkin
dshimkin@cozen.com
COZEN O'CONNOR
601 South Figueroa Street, Suite 3700
Los Angeles, California 90017

17. "Effective Date" means either: (a) the date forty-five (45) calendar days after the entry of the Final Judgment and Order Approving Settlement, if no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed; or (b) in the event that a motion for reconsideration or an appeal or other effort to obtain review has been initiated, the date forty-five (45) calendar days after such motion,

appeal or other effort has been finally concluded and is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise.

18. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs from the Settlement Fund, awarded by the Court to Class Counsel for all of the past, present, and future attorneys’ fees, costs (including but not limited to court costs), expenses, and disbursements incurred by them and their experts, staff, and consultants in connection with the Good Health® Actions.

19. “Final Approval Hearing” means the 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 and to determine the Fee Award and any Incentive Awards. The Parties shall request the Court set the Final Approval Hearing no earlier than two hundred ten (210) calendar days after the Notice Date.

20. “Final Judgment and Order Approving Settlement” means an order and judgment entered by the Court:

- a. Giving final approval to the terms of this Agreement as fair, adequate, and reasonable;
- b. Providing for the orderly performance and enforcement of the terms and conditions of this Agreement;
- c. Discharging the Released Parties of and from any and all liability for the Released Claims to the Releasing Parties; and,
- d. Permanently barring and enjoining the Releasing Parties from instituting, filing, commencing, prosecuting, maintaining, continuing to prosecute,

directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of them or any of them, or in any other capacity of any kind whatsoever, any action in any state court, any federal court, before any regulatory authority, or in any other tribunal, forum, or proceeding of any kind, against any or all of the Released Parties that asserts any Released Claims.

e. The actual form of the Final Judgment and Order Approving Settlement entered by the Court may include additional provisions as the Court may direct that are not inconsistent with this Agreement, and will be substantially in the form to be agreed upon by the Parties and shall otherwise provide for the relief set forth in Section XI.B.1-9 of this Agreement.

21. “Good Health®” means Good Health Natural Products, LLC, f/k/a Good Health Natural Products, Inc.

22. “Historical Documents” means any and all materials in any and all forms, written, electronic, or otherwise, created or existing prior to the Effective Date, that describe or depict the Products, whether or not such documents are in the possession, custody, or control of Good Health®.

23. “Incentive Award(s)” means any award sought by application to and approved by the Court that is payable to one or more of the Class Representatives, Tran, Moran, and Marshall, from the Settlement Fund to compensate them for their efforts in bringing the Good Health® Actions and achieving the benefits of this Agreement on behalf of the Settlement Class.

24. “Labeling” (or any variation of the word “Label”) means the display of written, printed or graphic matter upon the packaging of any Product, as well as written, printed, broadcast, or graphic matter designed for use in the promotion, advertising,

marketing, distribution or sale of any Product including, but not limited to, information found on Good Health's® website, and all other electronic forms, which supplements, describes, explains and/or promotes any Product.

25. "Motion for Preliminary Approval of Settlement" means the motion, to be filed by Plaintiffs, for Preliminary Approval of this Agreement and includes all supporting papers.

26. "Net Settlement Fund" means the Settlement Fund less: (a) all Claims Administration Expenses including, but not limited to, all costs associated with providing notice to the Settlement Class through publication or otherwise, claims processing, and administration; (b) the Fee Award; (c) the Incentive Awards; and (d) all other fees, costs, expenses, disbursements, and assessments incurred by virtue of the settlement contemplated by this Agreement, other than the fees, costs, expenses, disbursements, and assessments incurred by Defendant in its defense of the Good Health® Actions.

27. "Notice Date" means the last date, set by the Court, on which notice is published pursuant to the Notice Plan described in Section VI. The Notice Date shall be no later than sixty (60) calendar days after the Court enters the Preliminary Approval Order or such other date as the Court may order.

28. "Notice Plan" means the plan for dissemination of the Class Notice described in Section VI.

29. "Objection Deadline" means the date, to be set by the Court, by which Settlement Class Members must file objections, if any, to the Settlement in accordance with Section VII.A.

30. "Opt-Out Deadline" means the date, to be set by the Court, by which a Request For Exclusion must be filed with the Claims Administrator in order for a

Settlement Class Member to be excluded from the Settlement Class in accordance with Section VII.C.

31. "Party" or "Parties," unless otherwise specified, means one or more of the following: Roberto Moran, Osie Marshall, Larry Tran, and Good Health®.

32. "Payment Distribution Date" means the deadline by which the Claims Administrator shall mail checks to Settlement Class Members as payment for Approved Claims, as set forth in Section V.B.7.

33. "Person" means a natural person, individual, corporation, partnership, limited liability company, association, or any other type of legal entity.

34. "Plaintiff(s)" means Roberto Moran, Osie Marshall, and Larry Tran, collectively and/or individually.

35. "Preliminary Approval Order" means the Order to be entered by the Court, substantially in the form to be agreed upon by the Parties, conditionally certifying the Settlement Class, preliminarily approving the Settlement, setting the date of the Final Approval Hearing, appointing Class Counsel as counsel for the Settlement Class, approving the Notice Plan, Class Notice, and Claim Form, setting dates for the Claims Deadline, Opt-Out Deadline, Objection Deadline, and Notice Date, and otherwise provide for the relief set forth in Section X.A.1-15 of this Agreement.

36. "Product(s)" means any and all products Labeled, manufactured, processed, distributed, marketed, advertised, promoted, or sold by Good Health®: (1) containing the words or phrases "Good Health," "Good Health®," "natural," "all natural," "100% natural," "healthy," "wholesome," "nutritious," "whole wheat," or "% Less Fat"; (2) containing any other derivation of the words or phrases set forth in this paragraph; (3) containing any words or phrases to convey the same or similar meanings

as those set forth in this paragraph; or (4) containing "We guarantee to use only natural, wholesome and nutritious ingredients in each and every Good Health Natural Foods product", including, without limitation, all flavors, varieties and sizes of the products identified in Exhibit "A".

37. "Proof of Purchase" means a receipt or other documentation from a third-party commercial source reasonably establishing the fact and date of purchase of a Product during the Settlement Class Period in the United States.

38. "Release" means the release set forth in Section VIII.B of this Agreement.

39. "Released Claims" means any individual, class, representative, group or collective action, claim, liability, right, demand, suit, matter, obligation, damage, loss, action, or cause of action that a Releasing Party has ever had up to the date of the Preliminary Approval Order (including assigned claims, asserted or unasserted, suspected or unsuspected, known or unknown, contingent or non-contingent, latent or patent, that is, has been, or could have been asserted under any law, statute, guidance, or regulation [federal, state or local] by any Releasing Party, either in a court or any other judicial or other forum, regardless of legal theory or relief claimed, and regardless of the type of relief or amount of damages claimed) against any of the Released Parties which arise from or concern in any way the Labeling of any of the Products including, but not limited to, any claim that the Labeling is false or misleading in any way. Notwithstanding the provisions of this paragraph or of any other paragraph in this Agreement, this Agreement shall not be deemed to release any claim that a Releasing Party has or may have against the Released Parties for personal injury.

40. "Released Party" or "Released Parties" means Good Health®, its parent, subsidiaries, predecessors (Good Health Holding Corporation), successors, affiliates,

agents, employees, officers, directors, and assigns, Milestone Partners or any of its affiliates, any former stockholder of Good Health Holding Corporation, Project Fusion Representative LLC and, to the maximum extent permitted by law, any Person that manufactured, tested, inspected, audited, certified, purchased, distributed, licensed, transported, marketed, advertised, donated, promoted, sold, or offered for sale at wholesale or retail any Products, or contributed to any Labeling, advertising, marketing, promotion, packaging, ingredient, or component thereof, including all of his, her or its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of his, her or its past, present, and future officers, directors, managers, employees, owners, agents, servants, successors, attorneys, insurers, representatives, licensees, licensors, customers, subrogees, and assigns. It is expressly understood that, to the extent a Released Party is not a Party to the Agreement, all such Released Parties are intended third-party beneficiaries of this Agreement.

41. "Releasing Party" means Tran, Moran, and Marshall and each Settlement Class Member and any Person claiming by or through any Settlement Class Member. For example, but without limitation, spouses, children, wards, heirs, devisees, legatees, invitees, employees, associates, co-owners, attorneys, agents, executors, administrators, predecessors, successors, assignees, representatives, owners, directors, officers, managers or affiliates, will be a Releasing Party to the extent they are claiming by or through any Settlement Class Member.

42. "Request For Exclusion" means the written communication that must be made with the Claims Administrator and postmarked on or before the Opt-Out Deadline by a Settlement Class Member who requests to be excluded from the Settlement Class.

43. "Residual Amount" means the amount, if any, calculated by subtracting from One Million and No/100 Dollars (\$1,000,000.00): (a) all Claims Administration Expenses, including, but not limited to, all costs associated with the Notice Plan; (b) the Fee Award; (c) the Incentive Awards; (d) the total compensation actually paid to and cashed by Settlement Class Members in satisfaction of Approved Claims; and (e) all other fees, costs, expenses, disbursements, and assessments incurred by virtue of the settlement contemplated by this Agreement, other than the fees, costs and expenses, disbursements, and assessments incurred by Defendant in its defense of the Good Health® Actions.

44. "Settlement" means the terms, transactions, rights, obligations, conditions, Release and other matters contemplated by, described in, or provided by this Agreement.

45. "Settlement Class" and "Settlement Class Member(s)" each means all Persons who, for personal or household use, purchased the Products in the United States from September 6, 2010 through and including the date of the Preliminary Approval Order. Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Products for resale; (b) Good Health® and its employees, principals, affiliated entities, legal representatives, successors, and assigns; (c) any Person who files a valid, timely Request for Exclusion; (d) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); and (e) the judge(s) to whom the Good Health® Actions are assigned, and any members of their immediate families.

46. "Settlement Class Period" means the period from September 6, 2010 through and including the date of the entry of the Preliminary Approval Order.

47. "Settlement Consideration" means the consideration to be provided or made available by Good Health® to the Settlement Class as set forth in this Agreement.

48. "Settlement Fund" means the One Million and No/100 Dollars (\$1,000,000.00) that Good Health® will pay or cause to be paid, pursuant to the terms of this Agreement.

49. "Settlement Fund Balance" means the "Residual Amount."

50. "Settlement Website" means the website to be created for the Settlement by the Claims Administrator that will include information about the Consolidated Action, the Settlement, and relevant documents and electronic and printable forms relating to the Settlement, including the Claim Form which can be submitted online or printed and mailed. The Settlement Website shall be activated no later than ten (10) calendar days after the entry of the Preliminary Approval Order and shall remain active until the Effective Date or such later date as may be agreed to by Class Counsel and Defendant's Counsel.

B. All references herein to sections and paragraphs refer to sections and paragraphs of this Agreement, unless otherwise expressly stated in the reference.

III. CONDITIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

A. This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement, nor any action taken hereunder, shall constitute, be construed as, or be admissible in evidence as an admission of: (1) the validity of any claim or allegation by Tran, Moran, Marshall, or any Settlement Class Member, or of any defense asserted by Good Health® in the Good Health® Actions or any other action or proceeding; (2) any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, Released Party, Settlement Class Member or their respective counsel; or (3) the propriety of class certification in the Good Health® Actions or any other action or proceeding.

B. For the sole and limited purpose of the Settlement only, the Parties stipulate to and request that the Court certify the Settlement Class, which stipulation is contingent upon the occurrence of the Final Judgment and Order Approving Settlement and the Effective Date. Should the Effective Date not occur, this Agreement shall be void and will not constitute, be construed as, or be admissible in evidence as, an admission of any kind or be used for any purpose in the Good Health® Actions or in any other pending or future action or proceeding. Moreover, the Court's certification of the Settlement Class shall not be deemed to be an adjudication of any fact or issue for any purpose other than the accomplishment of the provisions of this Agreement, and shall not be considered the law of the case, *res judicata*, or collateral estoppel in the Good Health® Actions or any other action or proceeding unless and until the Court enters a Final Judgment and Order Approving Settlement and the Effective Date occurs. The Parties' agreement to class certification for settlement purposes only (and any statements or submissions made by the Parties in connection with seeking the Court's approval of this Agreement) shall not be deemed to be a stipulation as to the propriety of class certification, or any admission of fact or law regarding any request for class certification, in any other action or proceeding, whether or not involving the same or similar claims. In the event the Court does not enter a Final Judgment and Order Approving Settlement, or the Effective Date does not occur, or the Agreement is otherwise terminated or rendered null and void, the Parties' agreement to certification of the Settlement Class for settlement purposes shall be null and void and the Court's certification order shall be vacated, and thereafter no class or classes will remain certified; provided, however, that Tran, Moran, Marshall, and Class Counsel may thereafter seek certification of the same or a new class or classes before this Court in the Consolidated Action, and Good Health® may oppose such certification on any available grounds. Nothing in this Agreement shall be argued as support for, or admissible in, an effort to certify any class in this

Court or any other court if the Court does not enter a Final Judgment and Order Approving Settlement, or the Effective Date does not occur, nor shall anything herein be admissible in any action or proceeding to certify this or any other classes in any other court under any circumstances.

C. Subject to Court approval and for settlement purposes only, Good Health® consents to the appointment of Tran, Moran, and Marshall as Class Representatives of the Settlement Class and to the appointment of Anthony J. Orshansky and Justin Kachadoorian of CounselOne, P.C. and Chant Yedalian of Chant & Company A Professional Law Corporation as Class Counsel.

D. Upon final approval of the Settlement by the Court, the Final Judgment and Order Approving Settlement, substantially in the form agreed by the Parties, will be entered by the Court, providing for the Final Approval Order and Judgment of the Good Health® Actions.

IV. SETTLEMENT CONSIDERATION

A. Injunctive Relief:

1. Good Health® will implement the following changes with respect to the Products:

- a. Within ninety (90) calendar days after the Effective Date, it will cease using the terms and phrases "Natural," "100% Natural" or "All Natural" on packaging, its marketing materials, and website to describe the Products. Nothing in this Agreement shall be construed as preventing Good Health® from advertising and/or labeling its products, including the Products, that do not contain GMO, synthetic ingredients, artificial ingredients, and artificial flavors as "Natural," "100% Natural," or "All Natural." Nothing contained in this Agreement shall prohibit Good

Health® from disclosing that any given product contains or does not contain GMO ingredients either on a product label or otherwise, or require Good Health® to disclose that a product contains GMO on product labels or advertisements.

b. Within one hundred eighty (180) calendar days after the Effective Date and as more fully described below, it will cease using the following terms or phrases on packaging, its marketing materials, and website to describe the Products:

- i. **“No Added Sugar”** without including one or more of the accompanying calorie-content disclaimers set forth in 21 CFR 101.6, unless the Product(s) meet the calorie requirements of 21 CFR 101.6;
- ii. **“Protein Packed”** with respect to Good Health® Peanut Butter Filled Pretzels;
- iii. **“No Added Preservatives”** with respect to Products containing citric acid;
- iv. **“Heart Healthy”** with respect to Good Health®’s Avocado Oil line of Kettle Chips; and,
- v. **“Extra Goodness”** to characterize the level of nutrients in the Products.

2. Sales of Products in packaging with film printed prior to the injunctive relief deadlines set forth in Sections IV.A.1.a and IV.A.1.b will not constitute a violation of this Agreement.

3. Good Health® is not obligated to remove or modify Historical Documents in its internal records, on its website, or on any third-party website pages including, but not limited to, any previous comments or previous materials posted on any such websites or website pages. Further, Good Health® is not obligated to change any Historical Documents, written, electronic, or otherwise, not within its possession or control.

4. The injunctive relief requirements set forth in Section IV.A.1.a will expire if and when: there are changes to any applicable federal, state, or local statute, regulation, law, or guidance that would permit or require the Products to be Labeled with the terms or phrases "Natural," "100% Natural," or "All Natural."

5. The injunctive relief requirements as they pertain to the terms and phrases "Natural," "100% Natural," and "All Natural" will not apply to any Product(s) for which Good Health® obtains non-GMO Project verification or other similar verification by an independent third-party for such Product(s) and which do not contain added color, artificial flavors, or synthetic substances.

6. The injunctive relief requirements set forth in Section IV.A.1.b. will expire if and when there are changes to any applicable federal, state, or local statute, regulation, law, or guidance or changes to the formula, ingredients, or nutritional values of the Products that would permit or require them to be Labeled with the terms "No Added Sugar," "Protein Packed," "No Added Preservatives," "Extra Goodness," or "Heart Healthy" without the labeling modifications set forth above.

7. Subject to the provisions of Section IV.A.1., above, nothing in this Agreement shall preclude Good Health® from Labeling, marketing, advertising, promoting, distributing, or selling its Products or making changes to its Products, including changes to its Products labels, advertising, marketing, or promotional materials that Good Health® reasonably believes are necessary to comply with any law, statute, code, regulation, or governmental guidance of any kind; that are reasonably necessitated by Product changes; or to ensure that Good Health® provides accurate Product descriptions and information.

B. Monetary Relief for Settlement Class Members:

1. Good Health® agrees to pay or cause to be paid the aggregate sum of One Million and No/100 Dollars (\$1,000,000.00), subject to the terms and conditions of this Agreement.

2. All of the following shall be paid from the Settlement Fund: (a) all Claims Administration Expenses including, but not limited to, all costs associated with the Notice Plan; (b) the Fee Award; (c) the Incentive Award(s); (d) the total compensation paid to Settlement Class Members in satisfaction of Approved Claims; and (e) all other fees, costs, expenses, disbursements, and assessments incurred by virtue of the settlement contemplated by this Agreement, other than the fees, costs expenses, disbursements, and assessments incurred by Defendant in its defense of the Good Health® Actions. Unless and until the Final Judgment and Order Approving Settlement and the Effective Date occurs, no portion of the One Million and No/100 Dollar (\$1,000,000.00) Settlement Fund may be used for any purpose, except for Claims Administration Expenses.

3. Within fifteen (15) calendar days after Good Health®'s receipt of any reasonable invoice submitted by the Claims Administrator for amounts referred to in this Agreement, and approved by Class Counsel and Defendant's Counsel, it shall pay the sum of said approved invoice to the Claims Administrator from the Settlement Fund. Upon the entry of the Preliminary Approval Order, Class Counsel shall advance a payment of Five Thousand and No/100 Dollars (\$5,000.00) to Top Class Actions LLC for the proposal attached hereto as Exhibit D, but Good Health® shall reimburse Class Counsel for this Five Thousand and No/100 Dollars (\$5,000.00) payment from the Settlement Fund within thirty (30) days of receipt of proof of payment by Class Counsel.

4. After the issuance of the Final Judgment and Order Approving Settlement and within ten (10) calendar days after the Effective Date, Good Health® shall pay or

cause to be paid to the Claims Administrator an amount equal to the Settlement Fund Balance to be used for the payment of Approved Claims of Settlement Class Members, the Fee Award, and any and all Incentive Award(s).

5. The Released Parties shall not be liable for any costs, fees, disbursements expenses and assessments of any of Plaintiffs' or Settlement Class Members' respective attorneys, experts, advisors, agents or representatives, but all such costs, disbursements, expenses and disbursements, as approved by the Court and not to exceed Three Hundred Thirty Three Thousand Three Hundred Thirty Three and 33/100 Dollars (\$333,333.33) of the Settlement Fund for attorneys' fees, plus actual costs, expenses and disbursements up to a maximum of Twenty Thousand and No/100 Dollars (\$20,000.00), shall be paid out of the Settlement Fund. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Good Health®'s total financial commitment or obligation pursuant to the terms of this Agreement exceed One Million and No/100 Dollars (\$1,000,000.00).

6. Settlement Class Members who timely submit Claim Forms by the Claims Deadline, who provide all required proof or documentation, who comply with all other conditions and requirements specified herein, and whose claims are approved by the Claims Administrator, shall be eligible to obtain relief as detailed below:

a. WITHOUT PROOF OF PURCHASE. Subject to the terms and conditions of this Agreement and approval of the Claims Administrator, Settlement Class Members who, in accordance with the terms of this Agreement, submit to the Claims Administrator a timely, valid, and approved Claim Form for up to and including ten (10) Products purchased per household during the Settlement Class Period, shall be entitled, as of the Effective Date, to a payment

in the amount of One and No/100 Dollars (\$1.00) per Product purchased, subject to the adjustments set forth in Section IV.B.7. The maximum amount that will be paid to any one Authorized Claimant household without Proof of Purchase will be Ten and No/100 Dollars (\$10.00).

b. WITH PROOF OF PURCHASE. Subject to the terms and conditions of this Agreement and the approval of the Claims Administrator, Settlement Class Members who, in accordance with the terms of this Agreement, submit a timely, valid, and approved Claim Form for more than ten (10) Products purchased per household during the Settlement Class Period are entitled to a payment in the amount of One and No/100 Dollars (\$1.00) per Product purchased, subject to the adjustments set forth in Section IV.B.7, provided, however, that such Settlement Class Members furnish to the Claims Administrator valid Proofs of Purchase for all Products claimed that exceed ten (10). The Claims Administrator shall have the right to inspect submitted Proofs of Purchase and evaluate their authenticity, adequacy and trustworthiness.

7. If the total amount for Approved Claims exceeds the Net Settlement Fund, then the Claims Administrator shall calculate and apply a pro rata reduction of the amount due to each Settlement Class Member, such that the Net Settlement Fund will satisfy all Approved Claims.

8. The Claims Administrator shall calculate the Residual Amount, which shall include any and all uncashed checks for Approved Claims, if any. Subject to Court approval and order, the Residual Amount shall be divided equally and distributed to the following non-profit organizations: Center for Science in the Public Interest (<https://cspinet.org/>), and HoneyLove (<http://honeylove.org/>). The Residual Amount

distribution, if any, will be paid by the Claims Administrator from the Settlement Fund to the recipient(s) of the Residual Amount after the Residual Amount is determined.

9. Good Health® is not obligated to fund the Settlement Fund pursuant to this Agreement prior to the Effective Date, with the exception of approved payments to the Claims Administrator and to reimburse Class Counsel for advancing a payment of Five Thousand and No/100 Dollars (\$5,000.00) to Top Class Actions LLC as set forth in Section IV.B.3 of this Agreement.

V. CLAIMS DEADLINE, CLAIM FORMS, AND CLAIMS ADMINISTRATION

A. Retention of Claims Administrator. The Parties have, subject to Court approval, retained Atticus Administration, LLC as Claims Administrator to help implement the terms and conditions of the Agreement. The Parties agree that the Claims Administrator shall be approved by the Court, and shall be subject to the Court's supervision as circumstances may require. Good Health® will cause to be paid all reasonable and approved Claims Administration Expenses due and owing out of the Settlement Fund, up to a maximum of One Hundred and Seventy Six Thousand and No/100 Dollars (\$176,000.00), regardless of whether the Settlement is finally approved. In no event shall Good Health® be obligated to pay any Claims Administration Expenses that exceed One Hundred and Seventy Six Thousand and No/100 Dollars (\$176,000.00). The Claims Administrator shall assist with various administrative tasks, including, without limitation:

1. Arranging for and implementing the dissemination of the Class Notice pursuant to the Notice Plan agreed to by the Parties and approved by the Court;
2. Handling returned mail and/or electronic mail not delivered to Settlement Class Members;

3. Making any additional mailings and/or electronic mails required under the terms of this Agreement or by law;
4. Answering written inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel;
5. Receiving and maintaining Requests for Exclusion;
6. Establishing the Settlement Website described in Section V.C.;
7. Establishing the toll-free informational telephone number described in Section V.D.
8. Receiving and processing Claim Forms and distributing payments to Settlement Class Members in accordance with the terms and conditions of this Agreement and the claims protocol to be agreed upon by the Parties and approved by the Court; and
9. Otherwise assisting with the administration of this Agreement.

B. Claims Process.

1. All Claims must be submitted with a Claim Form and received by the Claims Administrator through the interactive Settlement Website or postmarked by the Claims Deadline. The Claims Deadline shall be one hundred eighty (180) calendar days following the Notice Date. The Claims Deadline shall be clearly set forth in the Class Notice, the Settlement Website, and on the Claim Form. Settlement Class Members who fail to submit a Claim Form by the Claims Deadline shall not be eligible for an Award but shall be considered a Releasing Party and subject to the Release contained within this Agreement for all purposes.

2. The Claim Form will be available on the Settlement Website. The Claim Form will be mailed to Settlement Class Members upon request by calling or writing to

the Claims Administrator. Settlement Class Members may submit their completed and signed Claim Forms to the Claims Administrator by mail or online, postmarked or received through the Settlement Website, on or before the Claims Deadline.

3. Claim Forms must be signed by the Claimant by hand or electronically. The Claim Form shall be approved by the Court and must include the following information and/or affirmations:

- a. Claimant's name, address, and telephone number;
- b. Identification of the quantity and type of Product(s) for which the Claim is made;
- c. Statement that the Product(s) was/were purchased in the United States during the Settlement Class Period for personal or household use; and
- d. Proof of Purchase for all Products claimed that exceed ten (10).

4. Claims submitted for more than ten (10) Products shall include Proof of Purchase and the Claim Form shall conspicuously notify Settlement Class Members that failure to include Proof of Purchase for such Claims will result in the Claim being rejected for Products in excess of ten (10), and that submission of false or fraudulent Claims will result in the Claim being rejected in its entirety. Submission of multiple Claim Forms from the same household or by the same Settlement Class Member or Claimant will be subject to audit by the Claims Administrator for validity, as will any other Claims the Claims Administrator so chooses, in accordance with standard and reasonable claims administration procedures.

5. The Claims Administrator shall administer the monetary relief for Settlement Class Members provided by this Agreement by resolving Claims in a cost-effective and timely manner consistent with the terms of this Agreement and the orders of

the Court. The Claims Administrator shall maintain records of all Claims submitted until at least three hundred sixty-five (365) calendar days after the Payment Distribution Date and such records will be made available upon request to Class Counsel and Defendant's Counsel. Upon request by Class Counsel or Defendant's Counsel, the Claims Administrator shall provide reports totaling: (a) the number of Claims submitted; (b) the number of Products claimed; (c) the number of Claims for more than ten (10) Products for which proofs of purchase have been submitted; (d) the number of individuals who properly and timely exercised their right to opt-out of the Settlement Class pursuant to the term of this Agreement, and; (e) such other information as reasonably required for Good Health® or Class Counsel to exercise their rights under this Agreement. Claim Forms and supporting documentation will be kept confidential by the Claims Administrator and will be provided only to the Court upon request, except that Class Counsel and Defendant's Counsel shall have access to the Claim Forms and supporting documentation upon request to the Claims Administrator. The Claims Administrator also shall provide such reports and such other information as the Court may require.

6. The Claims Administrator will use adequate and customary standards to prevent the payment of fraudulent and duplicative Claims and to pay only legitimate Claims. The Claims Administrator shall make all determinations concerning the eligibility and amount of payment for submitted Claims, and mail notice of rejection to Settlement Class Members whose Claims have been rejected in whole or in part. In the event a Settlement Class Member disagrees with the determination, the Settlement Class Member may send a letter or an e-mail to the Claims Administrator within ten days of receipt of the rejection requesting reconsideration of the rejection, and the Claims Administrator shall reconsider such determination, which reconsideration shall include

consultation with Class Counsel and Defendant's Counsel. The Parties shall meet and confer regarding resolution of those Claims and, if unable to agree, shall submit those Claims to the Court for determination. As to any Claims being determined by the Court pursuant to this paragraph, the Claims Administrator shall send payment or a letter explaining the Court's rejection of the Claim, within thirty-five (35) days of the Court's determination.

7. Payment of Claims. Approved Claims will be paid from the Settlement Fund directly to Settlement Class Members by first class mail. All checks to Settlement Class Members under this Agreement shall be issued within thirty (30) calendar days after the Effective Date (the "Payment Distribution Date") and will state that they must be cashed within one hundred eighty (180) calendar days from the date issued or they will become void. The amount of any checks that are not cashed within 180 calendar days from the date of issue or that are returned to the Claims Administrator as undeliverable after mailing to the Settlement Class Member at the address provided by the Settlement Class Member on the Claim Form, will cease to be the property of those Settlement Class Members and shall be added to the Residual Amount. The Claims Administrator shall provide Defendant's Counsel and Class Counsel with an identification of the checks returned as undeliverable or not cashed within 180 days of the date issued.

C. Settlement Website. The Claims Administrator shall cause the Settlement Website to be created, with the following domain name: www.snacksettlement.com. The Settlement Website shall contain information and relevant documents including, but not limited to, the Claims Deadline, the Opt-Out Deadline, the Objection Deadline; the Class Notice; a downloadable Claim Form; orders of the Court pertaining to the Settlement; this Agreement; and, a toll-free telephone number and address to communicate with the Claims Administrator by

email and U.S. Mail. The Settlement Website shall also provide a means for Settlement Class Members to submit Claims online. The Settlement Website shall be rendered inactive within 180 calendar days after the Payment Distribution Date. The Parties shall use reasonable efforts to agree on all information and documents to be posted on the Settlement Website.

D. Toll-Free Informational Number. The Claims Administrator shall cause a toll-free telephone number to be created for Settlement Class Members to receive information about the Settlement. The Parties shall meet and confer regarding a set of frequently asked questions ("FAQs") and answers to be used by the Claims Administrator when answering Settlement Class Members' questions. Any disputes between the Parties as to those FAQs shall be resolved by the Claims Administrator.

VI. NOTICE TO THE SETTLEMENT CLASS

A. No later than sixty (60) calendar days after entry of the Preliminary Approval Order or such other date as the Court may order, the Claims Administrator shall cause the Class Notice to be disseminated to Settlement Class Members, and the Parties shall also proceed with the additional notice outlined in the Top Class Actions LLC proposal attached hereto as Exhibit D. The Parties acknowledge and agree that the Class Notice is the best notice that is reasonably practicable under the circumstances to effectuate notice to the Settlement Class Members and that the Class Notice comports with the requirements of due process.

B. The Long-Form Notice shall be sent by postal mail to approximately 370 persons for which Good Health® has mailing addresses, and the Long-Form Notice shall be posted on the Settlement Website and shall remain available until the Effective Date or such later date as may be agreed to by Class Counsel and Defendant's Counsel, but in no event later than 180 days after the Effective Date at which point the Settlement Website will be rendered inactive pursuant to Section V.C above. The Long-Form Notice shall include the following information:

1. Inform Settlement Class Members that, if they do not exclude themselves from the Settlement Class, they may be eligible to receive the relief under the proposed Settlement;
2. Contain a short, plain statement of the background of the Good Health® Actions and the Settlement;
3. Describe the Settlement Consideration outlined by this Agreement;
4. Explain the impact of the Settlement on any existing litigation, arbitration, or other proceeding, including entry of the interim injunction set forth in Section X.A.5;
5. State that any relief to Settlement Class Members is contingent upon the Court's final approval of the Settlement;
6. Inform Settlement Class Members that they may exclude themselves from the Settlement Class by submitting a Request for Exclusion postmarked no later than the Opt-Out Deadline;
7. State that any Settlement Class Member who has not submitted a Request for Exclusion by the Opt-Out Deadline may, if he or she desires, object to the proposed Settlement by serving a written statement of objection postmarked no later than the Objection Deadline;
8. State that any Settlement Class Member who has served written objections to the proposed Settlement may, if he or so requests, appear at the Final Approval Hearing, either personally or through counsel at his/her sole expense;
9. State that any Final Judgment and Order Approving Settlement entered in the Consolidated Action shall include, and be binding on, all Settlement Class Members who have not timely submitted a Request for Exclusion, even if they have objected to the

proposed Settlement and even if they have any other claim, lawsuit, or proceeding pending against Good Health®;

10. State the maximum Fee Award that will be sought by Class Counsel;

11. State that maximum Incentive Awards that will be sought by Plaintiffs through Class Counsel;

12. Explain the terms of the Release; and,

13. Provide other information necessary or judicially required for Settlement Class Members to exercise or choose not to exercise their due process rights.

C. The Claims Administrator shall provide the Court with a declaration attesting that the Class Notice was disseminated pursuant to the Notice Plan.

VII. OBJECTIONS AND REQUESTS FOR EXCLUSION

A. Objections. Any Settlement Class Member who intends to object to the Settlement must do so no later than sixty (60) calendar days after the Notice Date (the "Objection Deadline"). In order to object, the Settlement Class Member must provide to the Claims Administrator a document that includes:

1. The name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel;

2. Specify in writing, all objections;

3. A statement of his/her membership in the Settlement Class, including all information required by the Claim Form; and

4. 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 otherwise, 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.

B. Any Settlement Class Member who fails to make a timely written objection and serve it upon the Claims Administrator 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 Agreement by any means, including but not limited to an appeal.

C. Requests for Exclusion.

1. Any Settlement Class Member may request to be excluded (or "opt-out") from the Settlement Class. A Settlement Class Member who requests to opt-out of the Settlement Class must do so no later than sixty (60) calendar days after the Notice Date (the "Opt-Out Deadline"). In order to opt-out, a Settlement Class Member must complete and mail to the Claims Administrator a Request for Exclusion that is postmarked no later than the Opt-Out Deadline.

2. Requests for Exclusion that are postmarked after the Opt-Out Deadline will be considered invalid and of no effect, and the Person who untimely or improperly submits a Request for Exclusion will remain a Settlement Class Member and will be bound by any Orders entered by the Court, including the Final Judgment and Order Approving Settlement and the Release contemplated thereby. Except for those Persons who have properly and timely submitted Requests for Exclusion, all Settlement Class Members will be bound by this Agreement and the Final Judgment and Order Approving Settlement, including the Release contained herein, regardless of whether they submit a Claim or receive any monetary compensation.

3. Any Person who timely and properly submits a Request for Exclusion shall not: (a) be bound by any orders or the Final Judgment and Order Approving

Settlement nor by the Release contained herein; (b) be entitled to any relief under this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of this Agreement.

4. Each Person requesting exclusion from the Settlement Class must personally sign his or her own individual Request for Exclusion. No Person may opt-out of the Settlement Class for any other Person, or be opted-out by any other Person, and no Person shall be deemed opted out of the Settlement Class through any purported "mass" or "class" opt-outs.

5. The Claims Administrator shall provide Class Counsel and Defendant's Counsel with a final list of timely Requests for Exclusion received by the Claims Administrator within five (5) business days after the Opt-Out Deadline.

6. Excessive Opt-Outs. Good Health®'s willingness to enter into this Agreement is conditioned upon this Agreement providing adequate protections that the Settlement will resolve all or substantially all of the Settlement Class Member claims against Good Health®. Good Health® retains the right to withdraw from this Agreement if the number of Settlement Class Members who properly and timely exercise their rights under this Agreement to exclude themselves from the Settlement Class or opt-out exceeds five hundred (500). In the event that Good Health® intends to exercise its right to withdraw from this Agreement pursuant to this provision, Good Health® must notify Class Counsel of its intention to withdraw from this Agreement and terminate this Agreement in writing, within ten (10) calendar days after receipt of the Claims Administrator's report regarding "opt-out" Settlement Class Members which demonstrates opt-outs in excess of 500.

VIII. RELEASE

A. The Parties agree to the following Release and waiver, which shall take effect upon the Effective Date.

B. In consideration for the benefits described in this Agreement, except for the rights and obligations created by this Agreement, upon the Effective Date, each Releasing Party shall be deemed to have released and forever discharged each Released Party of and from any and all liability for any and all Released Claims.

C. Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they are personally releasing under this Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the claims subject to the Release, including without limitation, the Released Claims and any claim for benefits, proceeds or value under the Good Health® Actions.

D. This Agreement shall be the sole and exclusive remedy for any and all Released Claims of all Releasing Parties against all Released Parties covering the Settlement Class Period. Upon the Effective Date, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting, and/or prosecuting any Released Claim against any Released Party in any court or any forum whatsoever.

E. The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Parties, Settlement Class Members, and the Claims Administrator to interpret and enforce the terms, conditions, and obligations under this Agreement.

F. Plaintiffs and Defendant hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included and referred to in any Final Judgment and Order Approving Settlement entered by the Court.

IX. COUNSEL FEES, INCENTIVE AWARDS, AND COSTS

A. Class Counsel will apply to the Court for an award of attorneys' fees in a total amount not to exceed Three Hundred Thirty Three Thousand Three Hundred Thirty Three and 33/100 Dollars (\$333,333.33) to be paid out of the Settlement Fund, plus actual costs, expenses, and disbursements up to a maximum of Twenty Thousand and No/100 Dollars (\$20,000.00), also to be paid out of the Settlement Fund. Class Counsel shall not request any additional fees, costs, expenses, or disbursements above these amounts. Good Health® will not object to Class Counsel's fee request, so long as it does not exceed Three Hundred Thirty Three Thousand Three Hundred Thirty Three and 33/100 Dollars (\$333,333.33) or to actual costs, expenses, and disbursements up to a maximum of Twenty Thousand and No/100 Dollars (\$20,000.00). The Fee Award, which shall be paid out of the Settlement Fund within ten (10) calendar days after the Effective Date or on such other date thereafter as the Court may direct, shall constitute complete consideration for all work performed and all expenses, costs, and disbursements incurred by Class Counsel to date, and for all work to be performed and all expenses, costs, and disbursements to be incurred through the Effective Date with respect to the completion of the Good Health® Actions and the Settlement. Pursuant to California Rule of Court 3.769(b) and *Mark v. Spencer*, 166 Cal.App.4th 219 (2008), Class Counsel makes the following disclosure regarding the division of attorneys' fees and Moran, Marshall and Tran acknowledge this disclosure and agree to the division of attorneys' fees as follows: All attorneys' fees recovered from the *Tran v. Good Health Natural Products Inc.* and the *Moran and Marshall v. Good Health Natural Products Inc.* matters shall be divided 50% to Counsel One, P.C. and 50% to Chant & Company A Professional Law Corporation.

B. Class Counsel will apply to the Court for Incentive Awards on behalf of Tran, Moran, and Marshall in an aggregate amount not to exceed Ten Thousand and No/100 Dollars (\$10,000.00) to be divided equally among the Class Representatives. Class Counsel shall not

request any Incentive Awards above this amount. The application for the Incentive Awards shall specify the allocation of the Incentive Awards among Tran, Moran, and Marshall. Incentive Awards, to the extent approved by the Court, shall be paid out of the Settlement Fund within ten (10) calendar days after the Effective Date, or on such other date thereafter as the Court may direct.

X. PRELIMINARY APPROVAL

A. The Parties and their respective counsel agree that Plaintiffs shall seek Preliminary and Final Approval of the Settlement as described herein. Plaintiffs shall submit this Agreement and all other necessary exhibits, and shall seek a Preliminary Approval Order from the Court, which by its terms shall:

1. Determine preliminarily that this Agreement and the Settlement set forth herein fall within the range of reasonableness meriting possible final approval and dissemination of Class Notice to the Settlement Class;
2. Determine preliminarily that Tran, Moran, and Marshall are members of the Settlement Class and that, for purposes of the Settlement, they satisfy the requirements of typicality, and that they adequately represent the interests of the Settlement Class Members, and appoint them as the representatives of the Settlement Class;
3. Determine preliminarily that the Settlement Class meets all applicable requirements of Section 382 of the California Code of Civil Procedure and Rule 3.769 of the California Rules of Court and conditionally certify the Settlement Class for purposes of this Agreement under Section 382 for settlement purposes only;
4. Appoint Class Counsel as counsel for the Settlement Class under Rule 3.769;

5. Pending the entry of the Final Judgment and Order Approving Settlement, barring and enjoining Plaintiffs and all Settlement Class Members (except those who opt-out) from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any action asserting any Released Claims, either directly, representatively, derivatively, or in any capacity, against Defendant or any of the Released Parties.

6. Schedule the Final Approval Hearing to: (a) determine finally whether the Settlement Class satisfies the applicable requirements of Section 382 of the California Code of Civil Procedure and should be finally certified for settlement purposes only; (b) review objections, if any, regarding the Settlement; (c) consider the fairness, reasonableness, and adequacy of the Settlement; (d) consider Class Counsel's application for an award of attorneys' fees and reimbursement of costs, disbursements and expenses and Incentive Awards consistent with the terms of this Agreement; (e) determine the validity of the Requests for Exclusion and exclude from the Settlement Class those Persons who validly and timely opt-out; and (f) consider whether the Court shall issue the Final Judgment and Order Approving Settlement approving the Settlement;

7. Set a briefing schedule for the Final Approval Hearing;

8. Approve the Class Notice and Notice Plan;

9. Approve the designation of the Claims Administrator;

10. Direct the Claims Administrator or its designee(s) to cause the Class Notice to be disseminated in the manner set forth in the Notice Plan on or before the Notice Date;

11. Determine that each of the Class Notice and Notice Plan: (a) meets the requirements of Rules 3.766 and 3.769(e)-(f) and due process; (b) is the best practicable

notice under the circumstances; (c) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Good Health® Actions and their right to object to the proposed Settlement or opt-out of the Settlement Class; and, (d) is reasonable and constitutes due, adequate, and sufficient notice to all those entitled to receive notice;

12. Require each Settlement Class Member who desires to opt-out of the Settlement Class to submit a timely written Request for Exclusion on or before the Opt-Out Deadline, as specified in Section VII.C. herein;

13. Rule that any Settlement Class Member who does not submit a timely Request for Exclusion will be bound by all proceedings, orders, and judgments in the Consolidated Action and this Agreement;

14. Require any Settlement Class Member who objects to the fairness, reasonableness, or adequacy of the Settlement or to the Fee Award, to deliver to the Claims Administrator, by the Objection Deadline, all of the information described in Section VII.A.; and,

15. Require that any Settlement Class Member who desires to submit a Claim pursuant to Sections IV.B. and V.B. herein to submit such Claim in writing on or before the Claims Deadline in the manner set forth in Sections IV.B. and V.B. herein, or forever be barred from submitting a Claim under this Agreement.

XI. FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT

A. This Agreement is subject to and conditioned upon: (1) the issuance by the Court of the Final Judgment and Order Approving Settlement that finally certifies the Settlement Class for purposes of settlement only, grants final approval of the Settlement, and provides the relief specified in this Agreement, which relief shall be subject to the terms and conditions of this

Agreement and the Parties' performance of their continuing rights and obligations hereunder; (2) the Effective Date; and (3) the Parties' performance of their continuing rights and obligations hereunder.

B. The Final Judgment and Order Approving Settlement shall be substantially in the form to be agreed upon by the Parties and shall:

1. Confirm the final certification, for settlement purposes only, of the Settlement Class;
2. Confirm the compliance of the Settlement Class with all requirements of Section 382 of the California Code of Civil Procedure, including confirmation of the adequacy of the representation of Class Representatives as representative of the Settlement Class;
3. Confirm that the Notice Plan complied in all respects with the requirements of due process and Rules 3.766 and 3.769(e)-(f) by providing due, adequate, and sufficient notice to the Settlement Class;
4. Determine that the Agreement is entered into in good faith, is reasonable, fair, and adequate, and is in the best interests of the Settlement Class;
5. Decree that neither the Final Judgment and Order Approving Settlement nor this Agreement constitutes an admission by Good Health® of any liability or wrongdoing whatsoever;
6. Release each Released Party from the Released Claims as provided in the Agreement;
7. Bar and enjoin all Releasing Parties from asserting against any Released Party any Released Claim and bar and enjoin all Settlement Class Members who did not opt-out from initiating or pursuing any claim or action barred by the Released Claim;

8. Incorporate or refer to the Release set forth in this Agreement and make the Release effective upon the Effective Date; and,

9. Retain the Court's continuing and exclusive jurisdiction over the Parties to the Agreement, including all Settlement Class Members, to construe and enforce the Agreement in accordance with its terms for the mutual benefit of the Parties.

XII. REPRESENTATIONS AND WARRANTIES

A. Good Health® represents and warrants: (1) that it has the requisite corporate power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby; (2) that the execution, delivery, and performance of this Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Good Health®; and (3) that this Agreement has been duly and validly executed and delivered by Good Health® and constitutes its legal, valid, and binding obligation.

B. Tran, Moran, and Marshall represent and warrant that they are entering into this Agreement on behalf of themselves individually and as representatives of the Settlement Class and the Releasing Parties, of their own free will and without the receipt of any consideration other than what is provided in this Agreement or disclosed to, and authorized by, the Court. Tran, Moran, and Marshall represent and warrant that they have reviewed the terms of the Settlement in consultation with Class Counsel and believe those terms to be fair and reasonable, and covenant that they will not file a Request for Exclusion from the Settlement Class or object to the Settlement.

C. Except as set forth herein, the Parties represent and warrant that no other promise, inducement, or consideration for the Settlement has been made. No consideration, amount or sum paid, accredited, offered, or expended by Good Health® in its performance of this

Agreement and the Settlement constitutes a fine, penalty, punitive damage, or other form of assessment for any claim against it.

XIII. TERMINATION OF THIS AGREEMENT

A. Either Party may terminate this Agreement by providing written notice to the other Party within ten (10) calendar days of the occurrence of any of the following:

1. The Court does not enter a Preliminary Approval Order conforming in all material respects to Section X.A. and to the form agreed by the Parties;
2. The Court does not conditionally and finally certify the Settlement Class as defined herein or the Court's order certifying the Settlement Class is reversed, vacated, or modified in any material respect by another court; or
3. The Court does not enter the Final Judgment and Order Approving Settlement conforming in all material respects to this Agreement, including Section XI.B and to the form agreed by the Parties or, if entered, such Final Judgment and Order Approving Settlement is reversed, vacated, or modified in any material respect by another court before the Effective Date.

B. It is expressly agreed that neither the failure of the Court to enter the Fee Award or the Incentive Award(s), nor the amount of any attorneys' fees and costs or Incentive Award(s) that may be finally determined and awarded, shall provide a basis for termination of this Agreement.

C. Good Health® may unilaterally withdraw from and terminate this Agreement on or before fifteen (15) calendar days before the Final Approval Hearing if any of the following events occur:

1. The Court does not approve the Notice Plan, or requires a plan of notice that will cause Claims Administration Expenses to substantially exceed One Hundred and Seventy Six Thousand Dollars and No/100 (\$176,000.00);

2. Any state attorney general, or any federal or state agency, regulator, or authority (a) formally objects to any aspect or term of this Agreement or the Settlement; or (b) requires any modification to this Agreement or the Settlement, including, without limitation, expansion of the scope of the contemplated relief that Good Health® in its sole discretion deems reasonably material; or

3. More than Five Hundred Fifty (500) Settlement Class Members have submitted valid and timely Requests for Exclusion.

4. If Good Health® elects to terminate this Agreement pursuant to this Section XIII.C, this Agreement and all related documents exchanged or signed by the Parties or submitted to the Court shall be null and void and shall have no effect whatsoever upon the Good Health® Actions or their adjudication.

D. In the event of termination of this Agreement, the terminating Party shall cause the Claims Administrator to post information regarding the termination on the Settlement Website, if such website has been then established.

E. In the event this Agreement terminates for any reason, all Parties shall be restored to their respective positions as of immediately prior to the date of execution of this Agreement; however, upon termination, Sections III.A. III.B, and IV.B.9 herein shall survive and be binding on the Parties, but this Agreement shall otherwise be null and void.

XIV. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement shall constitute the entire agreement among the Parties with regard to the subject matter of this Agreement and shall supersede any previous

agreements, representations, communications, and understandings among the Parties with respect to the subject matter of this Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or undertaking concerning any part or all of the subject matter of this Agreement has been made or relied upon except as expressly set forth herein.

B. Execution by Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or pdf signatures sent by email shall be deemed original signatures and shall be binding.

C. Notices. All notices to the Parties or counsel required by this Agreement shall be made in writing and delivered personally, by UPS, Federal Express, or similar overnight service, next business day delivery, or sent by certified mail, postage prepaid, to the following:

If to Plaintiffs or Class Counsel:

Anthony J. Orshansky
anthony@counselonegroup.com
Justin Kachadoorian
justin@counselonegroup.com
COUNSELONE, P.C.
9301 Wilshire Boulevard, Suite 650
Beverly Hills, California 90210

and

Chant Yedalian
chant@chant.mobi
CHANT & COMPANY
A Professional Law Corporation
1010 N. Central Ave.
Glendale, California 91202

If to Good Health® or Defendant's Counsel:

Richard Fama
rfama@cozen.com

COZEN O'CONNOR
45 Broadway, 16th Floor
New York, New York 10006

and

David Shimkin
dshimkin@cozen.com
COZEN O'CONNOR
601 South Figueroa Street, Suite 3700
Los Angeles, California 90017

D. Good Faith. The Parties acknowledge that each of them intends to implement the Settlement. The Parties shall act in good faith, cooperate and assist with and undertake all reasonable actions and steps in order to accomplish all required events on the schedule set by the Court, and shall use reasonable efforts to implement all terms and conditions of this Agreement.

E. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of the Parties to this Agreement and the Released Parties.

F. Arms-Length Negotiations. The determination of the terms of, and the drafting of, this Agreement, has been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto and their counsel. Accordingly, the rule of construction that any ambiguities are to be construed against the drafter shall have no application. All Parties agree that this Agreement was drafted by Class Counsel and Defendant's Counsel at arms' length, and that no parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their attorneys, or the circumstances under which this Agreement was negotiated, made, or executed.

G. Waiver. The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

H. Modification in Writing Only. This Agreement and any and all parts of it may be amended, modified, changed, or waived only by an express instrument in writing signed by the Parties.

I. Agreement Constitutes a Complete Defense. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for, an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

J. Choice of law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California without regard to its conflict of laws rules.

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below.

LARRY TRAN


Date: 2/5/19

COUNSEL ON BEHALF OF LARRY TRAN AND
THE PROPOSED SETTLEMENT CLASS:


Date: 2/5/19

ROBERTO MORAN

Date:

OSIE MARSHALL

Date:

COUNSEL ON BEHALF OF ROBERTO MORAN,
OSIE MARSHALL, AND
THE PROPOSED SETTLEMENT CLASS:

Date:

ON BEHALF OF GOOD HEALTH
NATURAL PRODUCTS, L.L.C.


Name: DYLAN HSSETTE

Title: CEO

Date:

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below.

LARRY TRAN

Date:

COUNSEL ON BEHALF OF LARRY TRAN AND
THE PROPOSED SETTLEMENT CLASS:

Date:

ROBERTO MORAN

Roberto Moran

2/6/2019
Date:

OSIE MARSHALL

Osie Marshall

2/6/19
Date:

COUNSEL ON BEHALF OF ROBERTO MORAN,
OSIE MARSHALL AND
THE PROPOSED SETTLEMENT CLASS:

[Signature]

2/6/19
Date:

ON BEHALF OF GOOD HEALTH
NATURAL PRODUCTS, LLC.

[Signature]

Name: DYIAN HASSETTE
Title: CEO

Date: