

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

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

Plaintiffs,

vs.

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

Defendants.

CASE NO. 5:16-cv-00189-JGB-SP

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

1 This Joint Stipulation of Settlement (“Agreement”, “Settlement Agreement”,
2 or “Stipulation”) is made and entered into by and between Plaintiff Veda Woodard
3 on behalf of herself and the Settlement Class Members defined below (hereafter
4 collectively referred to as “Plaintiff” or the “Class”), and Defendant Labrada
5 Bodybuilding Nutrition, Inc. (“Labrada,” and together with Plaintiff, the “Settling
6 Parties”) and resolves in full the class action lawsuit (the “Action”) as to Labrada.
7 Subject to Court approval pursuant to the applicable Federal Rules of Civil
8 Procedure, and as provided herein, the Settling Parties hereby stipulate and agree
9 that, in consideration for the promises and covenants set forth in this Settlement
10 Agreement and upon the entry by the Court of a Final Judgment and Order
11 Approving Settlement and the occurrence of the Effective Date, the Action shall be
12 settled and compromised upon the terms and conditions contained herein with
13 respect to Labrada.

14 **RECITALS**

15 **I. PROCEDURAL BACKGROUND**

16 1.1 WHEREAS, on February 2, 2016, Plaintiff Veda Woodard filed a class
17 action complaint in the United States District Court for the Central District of
18 California, Case No. 5:16-cv-00189-JGB-SP against Defendants Lee Labrada,
19 Labrada Bodybuilding Nutrition, Inc., Labrada Nutritional Systems, Inc., Dr.
20 Mehmet C. Oz, M.D., Entertainment Media Ventures, Inc., Zoco Productions, LLC,
21 Harpo Productions, Inc., Sony Pictures Television, Inc., Naturex, Inc. and
22 Interhealth Nutraceuticals, Inc. alleging causes of action for (1.) fraud and deceit;
23 (2.) Negligent Misrepresentation; (3.) Quasi-Contract/ Unjust Enrichment; (4.)
24 Violations of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§
25 17200, *et seq.*; (5.) Violations of California’s Consumers Legal Remedies Act, Cal.
26 Civ. Code §§ 1750 *et seq.*; (6.) Violations of California’s False Advertising Law,
27 Cal. Bus. & Prof. Code §§ 17500 *et seq.*; (7.) Breach of Express Warranty, Cal.
28 Comm. Code § 2313; and, (8.) Breach of Implied Warranty of Merchantability, Cal.

1 Comm. Code § 2314.

2 1.2 WHEREAS, on April 18, 2016, Labrada filed a Motion to Dismiss
3 Plaintiff Woodard's class action complaint (ECF No. 51) pursuant to Federal Rule
4 of Civil Procedure 12(b)(6)

5 1.3 WHEREAS, on May 12, 2016, the Court entered an Order Granting in
6 Part and Denying in Part a Motion to Dismiss Plaintiff Woodard's Complaint that
7 was filed by Defendants Dr. Mehmet C. Oz, M.D., Entertainment Media Ventures,
8 Inc., Zoco Productions, LLC, Harpo Productions, Inc., Sony Pictures Television,
9 Inc. (collectively, the "Media Defendants") and granted Plaintiff leave to file a First
10 Amended Complaint. (ECF No. 85).

11 1.4 WHEREAS, on June 2, 2016, Plaintiffs Veda Woodard, Teresa Rizzo-
12 Marino, and Diane Morrison filed a First Amended Complaint against Defendants
13 Lee Labrada, Labrada Bodybuilding Nutrition, Inc., Labrada Nutritional Systems,
14 Inc., Dr. Mehmet C. Oz, M.D., Entertainment Media Ventures, Inc., Zoco
15 Productions, LLC, Harpo Productions, Inc., Sony Pictures Television, Inc., Naturex,
16 Inc. and Interhealth Nutraceuticals, Inc. alleging causes of action for (1.) fraud,
17 deceit, and suppression of facts; (2.) [omitted]; (3.) Negligent Misrepresentation; (4.)
18 Violations of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§
19 17200, et seq.; (5.) Violations of California's Consumers Legal Remedies Act, Cal.
20 Civ. Code §§ 1750 et seq.; (6.) Violations of California's False Advertising Law,
21 Cal. Bus. & Prof. Code §§ 17500 et seq.; (7. [misidentified as Count 4]) Breach of
22 Express Warranty, Cal. Comm. Code § 2313; (8. [misidentified as Count 5]) Breach
23 of Implied Warranty of Merchantability, Cal. Comm. Code § 2314; (9.
24 [misidentified as Count 6]) Breach of Express Warranty, N.Y. U.C.C. § 2-313; (10.
25 [misidentified as Count 8]) Breach of Implied Warranty of Merchantability, N.Y.
26 U.C.C. § 2-314; (11. [misidentified as Count 9]) Breach of Express Warranties to
27 Intended Third Party Beneficiaries; (12. [misidentified as Count 10]) Violations of
28 the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; (13. [misidentified

as Count 11]) Violations of New York’s Unfair Trade Practices Law, N.Y. Gen. Bus. Law § 349; and (14. [misidentified as Count 12]) Violations of New York’s False Advertising Law, N.Y. Gen. Bus. Law § 350.

1.5 WHEREAS, on July 21, 2016, Labrada filed a Motion to Dismiss Plaintiffs’ First Amended Complaint pursuant to Federal Rule of Civil Procedure 12(b)(6) (ECF No. 105).

1.6 WHEREAS, on July 31, 2017, the Court issued an Order Denying Labrada’s Motion to Dismiss the First Amended Complaint (ECF No. 190).

1.7 WHEREAS, on August 14, 2017, Labrada filed an Answer to the First Amended Complaint (ECF No. 201).

1.8 WHEREAS, on March 2, 2020, Plaintiffs filed a Motion for Class Certification (ECF No. 351).

1.9 WHEREAS, on March 2, 2020, Labrada filed a Motion for Summary Judgment (ECF No. 352).

1.10 WHEREAS, on August 31, 2021, the Court issued an order granting in part and denying in part Plaintiffs’ Motion for Class Certification and granting in part and denying in part Labrada Motion for Summary Judgment (ECF No. 444). The August 31, 2021 Order dismissed the claims of Plaintiffs Diane Morrison and Teresa Rizzo-Marino leaving Plaintiff Veda Woodard as the sole remaining named Plaintiff. The August 31, 2021 Order also dismissed Plaintiffs claims against all defendants except for remaining Defendant Labrada Bodybuilding Nutrition, Inc. The Court certified the following classes: (1.) “All persons in California who purchased the Labrada Green Coffee Bean Extract Product for personal and household use and not for resale from February 2, 2012 until the date class notice is disseminated” and (2.) “All persons in California who purchased the Labrada Garcinia Cambogia Product for personal and household use and not for resale from February 2, 2012 until the date notice is disseminated.”

1 1.11 WHEREAS, on January 27, 2022, Plaintiff and Labrada attended a full-
2 day mediation session before the Honorable Judge Leo S. Papas (Ret.). Class
3 Counsel and Labrada reached an agreement in principle, which is now finalized as
4 reflected in this Settlement Agreement, which Plaintiff and Class Counsel believe
5 provides benefits to the Settlement Class, is fair, reasonable and adequate, and is in
6 the best interests of Plaintiffs and the Settlement Class Members.

7 1.12 WHEREAS, this Settlement Agreement was reached after extensive
8 review of the underlying facts and after extensive arm's-length negotiations between
9 Class Counsel and counsel for Labrada.

10 1.13 WHEREAS, based upon the discovery and investigation to date and
11 evaluation of the facts and law relating to the matters alleged in the pleadings,
12 Plaintiff and Class Counsel have agreed to settle, subject to court approval, the
13 claims asserted in the Action against Labrada pursuant to the provisions of this
14 Settlement Agreement. In so doing, Plaintiff and Class Counsel have considered the
15 terms of this Stipulation, the numerous risks of continued litigation and other factors,
16 including but not limited to the following: (a.) The expense and length of time
17 necessary to prosecute this Action through trial; (b.) The uncertain outcome at trial
18 and the possibility of an appeal by either side following the trial; (c.) The fact that
19 Labrada could prevail at trial; and (d.) The benefits being made available to Plaintiff
20 and the Settlement Class Members under the terms of this Agreement.

21 1.14 WHEREAS, weighing the above factors, as well as all other risks and
22 uncertainties of continued litigation and all factors bearing on the merits of
23 settlement, Plaintiff and Class Counsel are satisfied that the terms and conditions of
24 this settlement are fair, reasonable, adequate, and in the best interests of Plaintiff and
25 the Settlement Class Members.

26 1.15 **NOW, THEREFORE**, without any admission or concession
27 whatsoever on the part of Plaintiff of the lack of merit of this Action, or any
28 admission or concession of liability or wrongdoing or the lack of merit of any

1 defense whatsoever by Labrada, it is hereby stipulated and agreed by the
2 undersigned, on behalf of Plaintiff, the Settlement Class, and Labrada that the Action
3 and all claims of the Settlement Class be settled, compromised, and dismissed on the
4 merits and with prejudice, subject to Court approval as required by Federal Rule of
5 Civil Procedure 23, on the terms and conditions set forth herein and upon the
6 Effective Date (as defined below).

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

8 **Definitions**

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

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

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

22 C. “Claim” means a request for relief pursuant to section 5.1 submitted on
23 a Proof of Claim Form by a Class Member to the Claims Administrator.

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

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

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

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

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

8 H. “Claims Administrator” or “Settlement Administrator” means
9 Classaura LLC (“Classaura”), which will provide the Class Notice and administer
10 the claims process. Plaintiff shall select a successor in the event one becomes
11 necessary, subject to approval by Labrada, which approval shall not be unreasonably
12 withheld.

13 I. “Class Counsel” means, subject to Court approval to represent the
14 Settlement Class, the Law Offices of Ronald A. Marron, APLC and the law firm of
15 Cohelan, Khoury, and Singer and any attorneys at those firms assisting in the
16 representation of the Class in this Action.

17 J. “Class Period” or “Settlement Class Period” shall mean and refer to the
18 time period beginning on February 2, 2012 and ending on the date the Notice is made
19 to the Settlement Class Members pursuant to Section 4.4 herein.

20 K. “Class Representative” means named Plaintiff Veda Woodard.

21 L. “Class Representative Enhancement” or “Incentive Award” means any
22 award sought by application to and approved by the Court that is payable to the Class
23 Representative from the Settlement Fund for Plaintiff Woodard’s role as the class
24 representative and for the responsibility and work attendant to that role.

25 M. “Court” means the United States District Court for the Central District
26 of California.

27 N. “Defendant” or “Labrada” means Defendant Labrada Bodybuilding
28 Nutrition, Inc.

1 O. “Defense Counsel” means the law firm of Foley & Lardner LLP and
2 any attorneys at that firm assisting in the representation of Labrada in the Action.

3 P. “Escrow Account” means the escrow account managed by the Escrow
4 Agent, which shall be the sole escrow account for compensation of Class Members
5 under the Settlement Agreement.

6 Q. “Escrow Agent” means the agreed-upon entity to address and hold for
7 distribution the funds identified in this Settlement Agreement. The Parties agree that
8 Classaura shall serve as the Escrow Agent and will place the Settlement Funds in an
9 interest-bearing account, subject to approval by the Court.

10 R. “Fee and Expense Award” means the amount of any attorneys’ fees and
11 reimbursement of litigation expenses awarded to Class Counsel under their Fee
12 Application based on their work prosecuting the Action and creating the benefits of
13 this Settlement Agreement.

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

19 T. “Notice” or “Class Notice” means the Court approved “Notice of
20 Proposed Class Action Settlement” attached hereto as Exhibits “B” and “C”.

21 U. “Notice Date” or “Notice Deadline” means the date Notice is made to
22 the Settlement Class Members pursuant to Section 4.4 herein.

23 V. “Objection” is a written communication that a Settlement Class
24 Member may file with the Court in order to object to this Agreement as provided for
25 in Section 3.4 of this Settlement Agreement.

26 W. “Objection/Exclusion Deadline” is the date by which an Objection or
27 Request for Exclusion by a Settlement Class Member must be postmarked, as
28 ordered by the Court in its Preliminary Approval Order referred to in Section 3.2 of

1 this Agreement.

2 X. “Party” or “Settling Parties” means Plaintiff Veda Woodard and
3 Defendant Labrada Bodybuilding Nutrition, Inc.

4 Y. “Plaintiff” means the class representative, Veda Woodard, on behalf of
5 herself and each of the Settlement Class Members.

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

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

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

15 CC. “Products,” “Class Products,” or “Labrada Products” means the
16 Labrada Green Coffee Bean Extract product and the Labrada Garcinia Cambogia
17 product.

18 DD. “Released Claims” or “Class Released Claims” means all actions,
19 claims, demands, rights, suits, and causes of action of whatever kind or nature
20 whatsoever, including without limitation any and all damages, restitution, loss,
21 statutory relief, bad faith claims, costs, expenses, penalties, attorneys’ fees, expert
22 fees, and interest, whether known or unknown, suspected or unsuspected, assigned
23 or unassigned, asserted or unasserted, whether as individual claims or claims
24 asserted on a class basis or on behalf of the general public, in law or equity, arising
25 out of or relating to any claim or allegation made in the Litigation, including, without
26 limitation, any and all claims or allegations relating to the advertising, marketing,
27 labeling or sale of the Products.

28 EE. “Released Parties” means Defendants Labrada Bodybuilding Nutrition,

1 Inc. and Lee Labrada, and any and all of their respective past, present, and future
2 heirs, executors, administrators, predecessors, successors, assigns, parent
3 companies, subsidiaries, divisions, joint venturers, entities in which Labrada had a
4 controlling interest, holding companies, employees, agents, consultants, marketing
5 partners, resellers, lead generators, telemarketers, independent contractors, insurers,
6 reinsurers, directors, officers, partners, principals, attorneys, accountants, financial
7 advisors, investors, investment bankers, underwriters, shareholders, auditors, legal
8 representatives, successors in interest, affiliates, trusts, and corporations; and each
9 and all of the past, present, and future officers, directors, principals, representatives,
10 employees, agents, shareholders, attorneys, stockholders, successors, executors,
11 claim service managers, subrogees, and assigns of any of the foregoing entities.

12 FF. “Request for Exclusion” means the written communication that must
13 be sent to the Settlement Administrator and postmarked on or before the
14 Objection/Exclusion Deadline by a Settlement Class Member who wishes to be
15 excluded from the Settlement Class.

16 GG. “Settlement Agreement,” “Agreement,” or “Settlement” means this
17 Joint Stipulation of Settlement, including all Exhibits thereto (which are
18 incorporated herein by reference), duly executed by Plaintiff, Class Counsel,
19 Labrada, and Counsel for Labrada.

20 HH. “Settlement Amount” means the amount of \$625,000 that Labrada will
21 cause to be deposited into the Settlement Fund (as defined below). Under no
22 circumstances shall Labrada be responsible for paying more than \$625,000 under
23 this Settlement.

24 II. “Settlement Classes” or “Settlement Class Member(s)” or “Member(s)
25 of the Settlement Class” or “Class Members” means the following two certified
26 classes:

27 **Green Coffee Bean Extract Class**

28 All persons in California who purchased the Labrada Green Coffee Bean

1 Extract product for personal and household use and not for resale from
2 February 2, 2012, until the date class notice is disseminated.

3
4 **Garcinia Cambogia Class**

5 All persons in California who purchased the Labrada Garcinia Cambogia
6 product for personal and household use and not for resale from February 2,
7 2012, until the date notice is disseminated.

8
9 Excluded from the Settlement Classes are Labrada's current and former
10 officers and directors, members of the immediate families of Labrada's officers and
11 directors, Labrada's legal representatives, heirs, successors, and assigns, any entity
12 in which Labrada has or had a controlling interest during the Class Period, and the
13 judicial officers to whom this lawsuit is assigned.

14
15 JJ. "Settlement Fund" means the Escrow Account into which Labrada shall
16 deposit the Settlement Amount, and from which the Claims Administrator shall pay
17 expenses associated with Settlement as approved by the Court including without
18 limitation, Class Notice, Settlement administration, Claims, the Settlement Payment,
19 the Class Representative Enhancement or Incentive awards, and Class Counsel's
20 legal expenses and attorneys' fees, as described in Section 5.1(3).

21 KK. "Settlement Hearing" or "Fairness Hearing" means the hearing(s), to be
22 held after notice has been provided to the Settlement Class in accordance with this
23 Settlement Agreement (1) to determine whether to grant final approval to (a) the
24 certification of the Settlement Class, (b) the designation of Class Representatives as
25 the representatives of the Settlement Class, (c) the designation of Class Counsel as
26 counsel for the Settlement Class, and (d) the Settlement Agreement; (2) to consider
27 whether to enter the Final Approval Order; and (3) to rule on Class Counsel's Fee
28 and Expense Award application. The Parties shall ask the Court to schedule a date

1 for the Settlement Hearing 150 days after the date of the Class Notice.

2 LL. "Settlement Notice and Other Administrative Costs" means all fees,
3 costs and expenses actually incurred by the Settlement Administrator in the creation
4 and dissemination of Class Notice, establishment of the Settlement Website, and the
5 processing, handling, reviewing, and paying of claims made by Claimants.

6 MM. "Settlement Payment" means the amount to be paid to Authorized
7 Claimants as described in Section V.

8 NN. "Settlement Website" means the website to be created and maintained
9 by the Claims Administrator to provide the Settlement Class with information
10 relating to the Settlement, including relevant documents and electronic and printable
11 forms relating thereto, including the Claim Form which can be submitted online
12 through an Internet-based form or printed and mailed.

13 2.2. Other capitalized terms used in this Stipulation but not defined above
14 shall have the meaning ascribed to them in this Stipulation and the exhibits attached
15 hereto.

16 **III. APPROVAL PROCEDURES AND RELATED PROVISIONS**

17 **Dismissal of Labrada**

18 3.1. Plaintiff shall request dismissal of Labrada and Lee Labrada with
19 prejudice from the Action, and will request such dismissal in her motion for final
20 approval and at the hearing seeking final approval of this Settlement Agreement.

21 **Motion for Preliminary Approval**

22 3.2. Upon the execution of this Settlement Agreement, Plaintiff shall
23 prepare and file a motion seeking Preliminary Approval of this Settlement, including
24 all Exhibits, and shall move the Court for entry of an order, which by its terms shall:

- 25 a) Determine preliminarily that this Settlement Agreement falls within the range
26 of reasonableness meriting possible final approval and dissemination of Class
27 Notice to the Settlement Class;
28

- 1 b) Schedule the Final Approval Hearing to: (i) determine finally whether the
2 Settlement Class satisfies the applicable requirements of Rule 23 and should
3 be certified for settlement purposes; (ii) review objections, if any, regarding
4 the Settlement Agreement; (iii) consider the fairness, reasonableness and
5 adequacy of the Settlement Agreement; (iv) consider Class Counsel's
6 application for an award of Attorneys' Fees and Expenses; (v) determine the
7 validity of Requests for Exclusion and exclude from the Settlement Class
8 those persons who validly and timely opt out; and (vi) consider whether the
9 Court shall issue the Final Judgment and Order Approving Settlement and
10 dismissing the Actions with prejudice;
- 11 c) Set a briefing schedule for the Final Approval Hearing;
- 12 d) Approve the proposed Class Notices and Notice Program;
- 13 e) Approve the designation of Classaura as the Settlement Administrator;
- 14 f) Direct the Settlement Administrator to cause the Class Notices to be
15 disseminated in the manner set forth in the Notice Program on or before the
16 Notice Dates;
- 17 g) Determine that the Class Notices and the Notice Program: (i) meet the
18 requirements of Rule 23(c)(3) and due process; (ii) are the best practicable
19 notice under the circumstances; (iii) are reasonably calculated, under the
20 circumstances, to apprise Settlement Class Members of the pendency of the
21 Action, their right to object to the proposed Settlement, opt out of the
22 Settlement Class, or participate within the timeframe provided herein; and (iv)
23 are reasonable and constitute due, adequate and sufficient notice to all those
24 entitled to receive notice;
- 25 h) Require each Settlement Class Member who wishes to opt out of the
26 Settlement Class to submit a timely written Request for Exclusion, on or
27 before the Objection/Exclusion Deadline, to the Claims Administrator, to
28

1 Class Counsel, and to Defendants' Counsel, as specified in Section 3.3 of this
2 Settlement Agreement;

3 i) Rule that any Settlement Class Member who does not submit a timely written
4 Request for Exclusion will be bound by all proceedings, orders and judgments
5 in the Action;

6 j) Require any Settlement Class Member who wishes to object to the fairness,
7 reasonableness or adequacy of the Settlement Agreement, to the award of
8 Attorneys' Fees and Expenses, or to the Incentive Awards, to submit to the
9 Settlement

10 k) Administrator and deliver to Class Counsel and Defendant's Counsel, by the
11 Objection/Exclusion Deadline, a statement of his or her Objection, as well as
12 the specific reason for each objection, including any legal support the
13 Settlement Class Member wishes to bring to the Court's attention and any
14 evidence the Settlement Class Member wishes to introduce in support of his
15 or her Objection; and

16 l) Establish the following:

17 i. The date and time of the Final Approval Hearing;

18 ii. The Notice Dates: The Parties propose that the Class Settlement
19 Notice Date be within forty-five (45) days after the entry of the Preliminary
20 Approval Order and that the Settlement Fund distribution be no more than sixty (60)
21 days after the Effective Date of the Settlement;

22 iii. The Objection/Exclusion Deadline: The Parties propose that the
23 Objection/Exclusion Deadline be the date that is thirty (30) days prior to the Final
24 Approval Hearing;

25 iv. Claims Deadlines: The Parties propose that the Claims Deadline
26 for submission of Claims be one-hundred and twenty (120) days after the date of
27 Class Notice.

28 **3.3 Requests for Exclusion**

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

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

22 3.4 **Objections to the Settlement**

23 a. Any Settlement Class Member, on his or her own, or through an
24 attorney hired at his or her own expense, may object to the terms of the Settlement
25 or Class Counsel’s application for an Award of Attorneys’ Fees and Expenses, or
26 the Incentive Awards. Any Objection must be in writing and include the contents
27 described in Paragraph (b) below, and must be filed with the Court and sent to
28 counsel for the Parties as set forth below via U.S. Mail and e-mail, on or before the

1 Objection/Exclusion Deadline or as the Court otherwise directs. Any Objections not
2 raised properly and timely will be waived. Objections must be sent to each of the
3 following persons:

4
5 Ronald A. Marron
6 **LAW OFFICES OF RONALD A. MARRON**
7 651 Arroyo Drive
8 San Diego, CA 92103
9 Telephone: (619) 696-9006
10 Email: ron@consumersadvocates.com

11 James G. Munisteri
12 **FOLEY & LARDNER LLP**
13 1000 Louisiana Street, Suite 2000
14 Houston, TX 77002
15 Telephone: 713.276.5752
16 Email: jmunisteri@foley.com

17 b. To be effective, any Objection must be in writing and must be
18 accompanied by any documentary or other evidence and any factual or legal
19 arguments that the objecting Class Member intends to rely upon in making the
20 objection. All objections must (1) clearly identify the case name and number, (2) be
21 mailed to the Settlement Administrator and to the addresses listed in the paragraph
22 above, and (3) be postmarked on or before the Objection/Exclusion Deadline.

23 c. Any Settlement Class Member who fails to file and serve timely
24 written Objection containing all of the information listed above in the previous
25 paragraphs shall not be permitted to object to the Settlement and shall be foreclosed
26 from seeking any review of the Settlement Agreement or the terms of the Settlement
27 Agreement by any means, including but not limited to an appeal.

28 d. If, as of the deadline for class members to opt-out or otherwise exclude
themselves from the Settlement, more than 400 class members have opted-out of the
Settlement, Labrada shall have, in its sole and absolute discretion, the option to
terminate this Settlement within 10 calendar days after the opt-out deadline.

1 **Cooperation**

2 3.5 The Settling Parties and their counsel agree to cooperate fully with one
3 another and to use their best efforts to effectuate the Settlement, including without
4 limitation, in seeking Preliminary Approval and Final Approval of the Settlement
5 Agreement and the settlement embodied herein, carrying out the terms of this
6 Settlement Agreement, and promptly agreeing upon and executing all such other
7 documentation as may be reasonably required to obtain final approval by the Court
8 of the Settlement Agreement. The Parties shall cooperate in good faith and undertake
9 all reasonable actions and steps in order to accomplish the events described in this
10 Settlement Agreement.

11
12 **IV. CLASS NOTICE OF SETTLEMENT**

13 **General Terms**

14 4.1. The Class Notice Shall:

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

25 4.2. Following Preliminary Approval, all activity in the Action with respect
26 to Labrada shall be stayed except to the extent necessary to effectuate this Agreement
27 unless and until this Settlement Agreement is terminated pursuant to its terms and
28 conditions.

1 4.3. Notice to State and Federal Officials. In compliance with the attorney
2 general notification provision of the Class Action Fairness Act of 2005 (“CAFA”),
3 28 U.S.C. §1715, within ten (10) days after the motion for Preliminary Approval is
4 filed, the Claims Administrator shall cause notice of this proposed Settlement
5 Agreement to be served on the Attorney General of the United States, and the
6 attorneys general of each state or territory in which a Settlement Class Member
7 resides. The Claims Administrator shall file with the Court a certification stating the
8 date(s) on which the CAFA notices were sent. The Claims Administrator will
9 provide Class Counsel with any substantive responses received in response to any
10 CAFA notice served by it.

11
12 4.4. Notice to the Settlement Class Members. Within 45 days after the entry
13 of the Preliminary Approval Order, or on the date established by the Court in the
14 Preliminary Approval Order, the Claims Administrator shall cause the Settlement
15 Notice to be made as follows and as set forth below:

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

20 b. Settlement Website. On or before the Notice Deadline, the Settlement
21 Administrator shall establish the Settlement Website, from which Settlement Class
22 Members may download or print the Class Notice, a complete copy of this
23 Agreement and the Preliminary Approval Order and submit a Claim Form. The
24 Settlement Website shall include the deadlines for filing Claims, Requests for
25 Exclusion from the Settlement Class, Objections, and the Final Approval Date and
26 other information pertaining to the Settlement, a voice-recorded IVR with FAQs and
27 an interactive function that permits Settlement Class Members to download a Claim
28 Form online or to file a Claim Form via the website or by mail and postmarked by

1 the Claims Deadline. The Claims Administrator shall establish the Settlement
2 Website using a website name to be mutually agreed upon by the Parties. The
3 website shall be operative no later than the Notice Date and shall be accessible for a
4 period of not fewer than sixty days (60) days following the Effective Date.

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

21 4.5 Retention of Class Action Settlement Administrator. Subject to Court
22 Approval, Classaura shall be retained as the Class Action Settlement Administrator
23 to help implement the terms of the proposed Settlement Agreement.

24 4.6 Responsibilities of Settlement Administrator. The Settlement
25 Administrator will help implement the terms of this Agreement and the Preliminary
26 Approval Order. The Settlement Administrator shall be responsible for
27 administrative tasks, including, without limitation, (a) arranging, as set forth in this
28 Section and in the Preliminary Approval Order, for distribution of Class Notice (in

1 the form approved by the Court) and Claims Forms (in the form approved by the
2 Court) to Settlement Class Members, (b) answering inquiries from Settlement Class
3 Members or forwarding such written inquiries to Class Counsel or their designee,
4 (c) receiving and maintaining on behalf of the Court and the Parties any Settlement
5 Class Member correspondence regarding Requests for Exclusion from the
6 Settlement Agreement, (d) posting notices on the Settlement Website, Claim Forms,
7 and other related documents, (e) receiving and processing claims and distributing
8 Settlement Payments, and (f) answering inquiries and providing information
9 reasonably requested by Labrada and (g) otherwise assisting with implementation
10 and administration of the Settlement Agreement terms.

11 4.7 General Claims Administration and Review of Claims. The Claims
12 Administrator shall be responsible for reviewing and administering all Claims to
13 determine their validity. The Claims Administrator shall reject any Claim that does
14 not comply in any material respect with the instructions on the Claim Form or the
15 terms of this Agreement, or is submitted after the Claim Period Close Date.

16 4.8 Claims Process. The Claims Administrator shall retain copies of all
17 Claims submitted and all documentation of claims approved or denied and all
18 Settlement Payments made. The Claims Administrator agrees to be subject to the
19 direction and authority of the Court with respect to the administration of the
20 Settlement and the payment of refunds for accepted claims pursuant to the terms of
21 this Agreement. Upon determining that a Claim submitted pursuant to this
22 Agreement is valid and the amount of Settlement Payment, the Claims Administrator
23 shall notify Labrada and Class Counsel of that determination. Labrada shall have 30
24 days following this notice to challenge the claim. Labrada shall be permitted to
25 submit to the Claims Administrator, with a copy to Class Counsel, any information
26 demonstrating that the submitted Claim is not valid. The Claims Administrator may
27 then contact the Settlement Class Member who submitted the Claim to request any
28

1 further information. The Claims Administrator shall then make a final determination
2 that is not challengeable by any Party.

3 4.9 The Settlement Administrator shall abide by the following performance
4 standards:

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

9 ii. the Class Action Settlement Administrator shall provide prompt,
10 accurate, and objective responses to inquiries from Class Counsel, Labrada, or
11 Labrada's Counsel.

12 4.10. Disputes. All disputes relating to the Settlement Administrator's ability
13 and need to perform its duties shall be referred to the Court, if necessary, which will
14 have continuing jurisdiction over the terms and conditions of this Agreement, until
15 all payments and obligations contemplated by the Settlement Agreement have been
16 fully carried out.

17 4.11. Declaration of Compliance. Within five (5) calendar days of the Claims
18 Deadline, the Settlement Administrator shall provide the Parties with a declaration
19 attesting to completion of the notice process set forth in this section.

20 **V. SETTLEMENT CONSIDERATION**

21 5.1. The Settlement includes monetary relief and injunctive relief as set
22 forth below.

23 **1. Monetary Relief**

24 a. With Proof of Purchase: For class members who do not opt out of or
25 otherwise exclude themselves from the Settlement and submit a timely and valid
26 claim with proof(s) of purchase, Labrada will pay \$5.00 in cash from the Settlement
27 Fund for each purchase reflected on the proof(s) of purchase for up to ten products
28

1 purchased during the class period, except to the extent limited by Paragraph 5.1(1)(d)
2 below.

3 b. Without Proof of Purchase: For class members who submit a timely and
4 valid claim without a proof of purchase, then Labrada will pay \$5.00 in cash from
5 the Settlement Fund for each product purchased during the class period for up to
6 four products, except to the extent limited by Paragraph 5.1(1)(d).

7 c. In no event shall any class member receive a cash payment of more than
8 \$50.00 total from the Settlement Fund.

9 d. If the amount of valid claims timely submitted by class members
10 exceeds the amount allocated for cash payments to class members from the
11 Settlement Fund, cash payments to participating class members who submit timely
12 and valid claims will be reduced pro rata until the funds allocated for class member
13 cash payments remaining in the Settlement Fund are exhausted.

14 e. Claimants may seek reimbursement by submitting a Claim Form either
15 by mail or electronically. The actual amount paid to individual Claimants will
16 depend upon the number of valid claims made. Adequate and customary procedures
17 and standards will be used by the Class Action Settlement Administrator to prevent
18 the payment of fraudulent claims and to pay only legitimate claims.

19 **2. Injunctive Relief**

20 a. Labrada agrees to the following injunctive relief: Labrada shall cease
21 selling the Products by August 1, 2022.

22 **3. Settlement Fund**

23 a. Labrada shall cause to deposit \$100,000.00 of the Settlement Amount
24 into the Settlement Fund no later than thirty (30) days following the entry of the
25 Preliminary Approval Order. Labrada shall cause to deposit the remainder of the
26 Settlement Amount into the Settlement Fund no later than thirty (30) days following
27 the Effective Date.
28

1 b. The Settlement Fund shall be applied to pay in full and in order: (i) any
2 necessary taxes and tax expenses; (ii) all costs associated with the Class Action
3 Settlement Administration, including costs of providing notice to the Class Members
4 and processing claims and all costs relating to providing the necessary notices in
5 accordance with the Class Action Fairness Act of 2005, 28 U.S.C. section 1715; (iii)
6 any Fee and Expense Award made by the Court to Class Counsel under Section VII
7 of this Agreement; (iv) any class representative Incentive Award made by the Court
8 to the Class Representatives under Section VII of this Agreement; and (v) payments
9 to Authorized Claimants and any others as allowed by this Agreement and to be
10 approved by the Court. The Settlement Fund represents the limit and extent of the
11 Labrada's (and any Release Parties') monetary obligations under this Settlement
12 Agreement.

13 c. To the extent that the payments allocated or made from the Settlement
14 Fund pursuant to Section V, 5.1(3)(b) above are less than \$625,000, 50% of the
15 difference, if any, shall revert to Labrada and the remaining 50% of the difference
16 shall be transmitted to Smile Train or, in the alternative, Consumers Union, as a cy
17 pres beneficiary.

18 **4. Delivery of Payments to Settlement Class Members**

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

23 b. The Class Action Settlement Administrator will send payment directly
24 to the eligible Settlement Class Member within sixty (60) calendar days after the
25 Effective Date. The Settlement Administrator will process direct credit or payment
26 via physical check, PayPal, Venmo, Amazon, or electronic Automated Clearing
27 House ("ACH") transactions.
28

1 **5. Claim Form Availability**

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

6 **6. Eligibility for Monetary Relief**

7 a. To be eligible for Monetary Relief under Section 5.1(1) of this
8 Agreement, the Settlement Class Member must timely submit a signed and
9 completed Claim Form containing his or her name, mailing address and email
10 address.

11 b. To be eligible, Claim Forms must be postmarked or submitted online
12 no later than 120 days after the date of Class Notice.

13 **VI. RELEASES**

14 6.1. As of the Effective Date, and except as to such rights or claims created
15 by the Settlement Agreement, each Settlement Class Member shall be deemed to
16 have, and by operation of the Final Judgment shall have, fully, finally, and forever
17 released, relinquished, and discharged all Class Released Claims against the
18 Released Parties.

19 6.2. Notwithstanding the above, the Court shall retain continuing
20 jurisdiction over the Parties and the Settlement Agreement with respect to the future
21 performance of the terms of the Settlement Agreement, and to assure that all
22 payments and other actions required of any of the Parties by the Settlement are
23 properly made or taken. All Parties hereto submit to the jurisdiction of the Court for
24 purposes of implementing and enforcing the terms embodied in this Settlement
25 Agreement.

**VII. CLASS COUNSEL’S ATTORNEYS’ FEES, COSTS, EXPENSES,
AND CLASS REPRESENTATIVE INCENTIVE AWARD**

7.1. The award of Attorneys’ Fees and Expenses shall be made from the Settlement Fund. Class Counsel shall make, and Labrada agrees not to oppose, an application for an award of Attorneys’ Fees and Expenses in the Action not to exceed 30% of the Settlement Fund or \$187,500, whichever is less. Class Counsel, in their sole discretion, shall be responsible for allocating and distributing the Attorneys’ Fees and Expenses award to Class Counsel. Subject to the terms and conditions of this Stipulation and any order of the Court, the Fee and Expense Award awarded by the Court to Class Counsel shall be paid out of the Settlement Fund within sixty (60) days after the date of the Court’s Order granting final approval and passage of the Effective Date.

7.2. Class Counsel shall have the sole and absolute discretion to allocate and distribute the Court’s Fee and Expense Award among Plaintiffs’ Counsel and any other attorneys for Plaintiff.

7.3. Class Counsel may ask the Court for the award of an Incentive Award from the Settlement Fund to the Class Representative in the amount of \$5,000.00. Any Incentive Award approved by the Court shall be paid from the Settlement Fund within ten (10) days after the Effective Date.

**VIII. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,
CANCELLATION, OR TERMINATION**

8.1. The Effective Date of this Settlement Agreement shall be three business days after which all of the following events and conditions have been met or have occurred:

- a) The Court grants Final Approval of the Settlement consistent with the Parties’ terms herein;
- b) The time for any Objection or appeal to any aspect of the Settlement has expired;

1 c) The Court has entered the Final Judgment;

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

15 8.2. If all of the conditions specified in Section VIII of this Settlement
16 Agreement are not met, then this Settlement Agreement shall be canceled and
17 terminated unless Class Counsel and Labrada mutually agree in writing to proceed
18 with this Settlement Agreement.

19 8.3. In the event that this Settlement Agreement is not approved by the
20 Court or the Settlement set forth in herein is terminated or fails to become effective
21 in accordance with its terms, the Parties shall be restored to their respective
22 presettlement positions in the Action, including with regard to any agreements
23 concerning tolling and similar agreements, and this entire Settlement Agreement
24 shall become null and void. The entire Settlement Amount (less any notice and
25 administration expenses actually expended) shall be promptly returned to Labrada.

26 **IX. MISCELLANEOUS PROVISIONS**

27 9.1. The Parties hereto and their undersigned counsel agree to undertake
28 their best efforts and mutually cooperate to promptly effectuate this Settlement

1 Agreement and the terms of the Settlement set forth herein, including taking all steps
2 and efforts contemplated by this Settlement Agreement and any other steps and
3 efforts which may become necessary by order of the Court or otherwise.

4 9.2. The undersigned counsel represent that they are fully authorized to
5 execute and enter into the terms and conditions of this Settlement Agreement on
6 behalf of their respective clients.

7 9.3. This Settlement Agreement contains the entire agreement among the
8 Parties hereto and supersedes any prior agreements or understandings between them.
9 All terms of this Settlement Agreement are contractual and not mere recitals and
10 shall be construed as if drafted by all Parties. The presumption found in California
11 Civil Code section 1654 (and equivalent, comparable or analogous provisions of the
12 laws of the United States of America or any state or territory thereof, or of the
13 common law or civil law) that uncertainties in a contract are interpreted against the
14 party causing an uncertainty to exist hereby is waived by all Parties.

15 9.4. The terms of this Settlement Agreement are and shall be binding upon
16 each of the Parties, their agents, attorneys, employees, successors and assigns, and
17 upon all other Persons claiming any interest in the subject matter through any of the
18 Parties, including any Settlement Class Member.

19 9.5. Whenever this Settlement Agreement requires or contemplates that one
20 Party shall or may give notice to the other, notice shall be provided by email, or next
21 day (excluding Sunday) express delivery service as follows:

22 If to Plaintiff, then to:

23
24 Ronald A. Marron
LAW OFFICES OF RONALD A. MARRON
25 651 Arroyo Drive
26 San Diego, CA 92103
27 Telephone: (619) 696-9006
28 Email: ron@consumersadvocates.com

1 If to Labrada, then to:

2
3 James G. Munisteri
4 **FOLEY & LARDNER LLP**
5 1000 Louisiana Street, Suite 2000
6 Houston, TX 77002
7 Telephone: 713.276.5752
8 Email: jmunisteri@foley.com

9 9.6. The time periods and dates described in this Settlement Agreement with
10 respect to the giving of notices and hearings are subject to approval and change by
11 the Court or by the written agreement of Class Counsel and Labrada's Counsel,
12 without notice to Settlement Class Members. The Parties reserve the right, by
13 agreement and subject to the Court's approval, to grant any reasonable extension of
14 time that might be needed to carry out any of the provisions of this Settlement
15 Agreement.

16 9.7. All time periods set forth herein shall be computed in calendar days
17 unless otherwise expressly provided. In computing any period of time prescribed or
18 allowed by this Settlement Agreement or by order of the Court, the day of the act,
19 event or default from which the designated period of time begins to run shall not be
20 included. The last day of the period so computed shall be included, unless it is a
21 Saturday, a Sunday or a legal holiday, or, when the act to be done is the filing of a
22 paper in Court, a day in which weather or other conditions have made the Office of
23 the Clerk or the Court inaccessible, in which event the period shall run until the end
24 of the next day as not one of the aforementioned days. As used in this subsection,
25 "legal holiday" includes New Year's Day, Martin Luther King, Jr.'s Birthday,
26 Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus
27 Day, Veterans' Day, Thanksgiving Day, Christmas Day and any other day appointed
28 as a holiday by the President or the Congress of the United States.

1 9.8. The Parties, their successors and assigns, and their attorneys undertake
2 to implement the terms of this Settlement Agreement in good faith and to use good
3 faith in resolving any disputes that may arise in the implementation of the terms of
4 this Stipulation.

5 9.9. This Settlement Agreement may be amended or modified only by a
6 written instrument signed by Class Counsel and any of Labrada's Counsel.
7 Amendments and modifications may be made without additional notice to the
8 Settlement Class Members unless such notice is required by the Court.

9 9.10. Neither this Settlement Agreement nor any act performed or document
10 executed pursuant to or in furtherance of this Settlement Agreement: (i) is or may be
11 deemed to be or may be used as an admission of, or evidence of, the validity of any
12 Class Released Claim, or of any wrongdoing or liability of Labrada, or of the
13 propriety of Class Counsel maintaining the Litigation as a class action; or (ii) is or
14 may be deemed to be or may be used as an admission of, or evidence of, any fault
15 or omission of Labrada in any civil, criminal, or administrative proceeding in any
16 court, administrative agency, or other tribunal, except that Labrada may file this
17 Stipulation or the Judgment in any action that may be brought against any Released
18 Person in order to support a defense or counterclaim based on principles of res
19 judicata, collateral estoppel, release, good faith settlement, judgment bar, or
20 reduction or any other theory of claim preclusion or issue preclusion or similar
21 defense or counterclaim.

22 9.11. The Court shall retain jurisdiction with respect to the implementation
23 and enforcement of the terms of this Settlement Agreement, and all Parties hereto
24 submit to the jurisdiction of the Court for purposes of implementing and enforcing
25 the settlement embodied in this Settlement Agreement.

26 9.12. This Settlement Agreement shall be deemed to have been executed
27 upon the last date of execution by the undersigned.
28

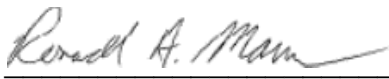
1 9.13. This Settlement Agreement may be executed in counterparts, each of
2 which shall constitute an original.

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

5
6 **UNDERSTOOD AND AGREED:**

7
8 Dated: 6/1/2022

**LAW OFFICES OF RONALD A.
MARRON**

9
10 By: 

11 Ronald A. Marron
12 651 Arroyo Drive
13 San Diego, California 92103
14 Telephone: (619) 696-9006
15 Facsimile: (619) 564-6665
16 Email: ron@consumersadvocates.com
17 ***Counsel for Plaintiff and the Class***

18
19
20 Dated: _____

COHELAN, KHOURY, AND SINGER

21
22 By: _____

23 Isam C. Khoury
24 605 C St #200
25 San Diego, California 92101
26 Telephone: (619) 239-8148
27 Facsimile: (619) 595-3000
28 Email: Ikhoury@ckslaw.com
Counsel for Plaintiff and the Class

1 9.13. This Settlement Agreement may be executed in counterparts, each of
2 which shall constitute an original.

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

5
6 **UNDERSTOOD AND AGREED:**

7
8 Dated: _____

**LAW OFFICES OF RONALD A.
MARRON**

9
10 By: _____

11 Ronald A. Marron
12 651 Arroyo Drive
13 San Diego, California 92103
14 Telephone: (619) 696-9006
15 Facsimile: (619) 564-6665
16 Email: ron@consumersadvocates.com
17 ***Counsel for Plaintiff and the Class***

18
19
20 Dated: 6/1/2022

COHELAN, KHOURY, AND SINGER

21
22 By:  _____

23 Isam C. Khoury
24 605 C St #200
25 San Diego, California 92101
26 Telephone: (619) 239-8148
27 Facsimile: (619) 595-3000
28 Email: lkhoury@ckslaw.com
Counsel for Plaintiff and the Class

1 Dated: 6/1/2022

FOLEY & LARDNER LLP

2 By: /s/ James G. Munisteri

3 Jay Munisteri
4 1000 Louisiana Street, Suite 2000
5 Houston, TX 77002
6 Telephone: 713.276.5752
7 Email: jmunisteri@foley.com
8 ***Counsel for Defendant Labrada***
9 ***Bodybuilding Nutrition, Inc.***

10
11
12
13 Dated: _____

14 By: _____

15 Representative of Labrada
16 Bodybuilding Nutrition, Inc.

17
18
19
20 Dated: _____

21 By: _____

22 Veda Woodard
23 Plaintiff

1 Dated: _____

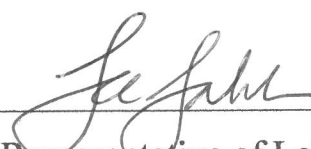
FOLEY & LARDNER LLP

2 By: _____

3 Jay Munisteri
4 1000 Louisiana Street, Suite 2000
5 Houston, TX 77002
6 Telephone: 713.276.5752
7 Email: jmunisteri@foley.com
8 ***Counsel for Defendant Labrada***
9 ***Bodybuilding Nutrition, Inc.***

10
11
12
13 Dated: 6/1/22

14 By: _____

15 
16 Representative of Labrada
17 Bodybuilding Nutrition, Inc.

18
19
20 Dated: _____

21 By: _____

22 Veda Woodard
23 Plaintiff

1 Dated: _____

FOLEY & LARDNER LLP

2 By: _____

3 Jay Munisteri
4 1000 Louisiana Street, Suite 2000
5 Houston, TX 77002
6 Telephone: 713.276.5752
7 Email: jmunisteri@foley.com
8 ***Counsel for Defendant Labrada***
9 ***Bodybuilding Nutrition, Inc.***

10
11
12
13 Dated: _____

14 By: _____

15 Representative of Labrada
16 Bodybuilding Nutrition, Inc.

17
18
19 Dated: May 31, 2022

20 By:  _____
21 Veda Woodard (May 31, 2022 13:54 PDT)

22 Veda Woodard
23 Plaintiff