

**IN THE CIRCUIT COURT
TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS**

ERIN SMID, STACY BOWLAND and)
BRANDIE LEE, *individually and on behalf of*)
all others similarly situated,)

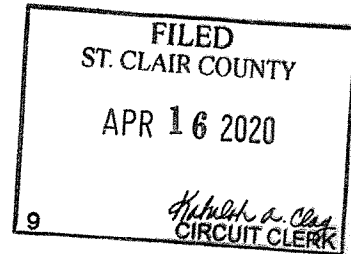
Plaintiffs,)

v.)

Case No. 20L0190

NUTRANEXT, LLC, NUTRANEXT)
BUSINESS, LLC, NUTRANEXT EHEALTH,)
LLC, RAINBOW LIGHT NUTRITIONAL)
SYSTEMS, LLC, RENEW LIFE HOLDINGS)
CORPORATION, RENEW LIFE)
FORMULAS, LLC, EVEREST NEOCELL)
LLC, NUTRANEXT DIRECT, LLC, and)
NATURE'S PRODUCTS, INC.,)

Defendants.)



PRELIMINARY APPROVAL ORDER

This matter came before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Settlement") of the case titled *Erin Smid et al. v. Nutranext, LLC*, Case No. 20L0190, in the Circuit Court for the Twentieth Judicial Circuit in St. Clair County, Illinois (the "Action"). The Action is brought by Plaintiffs Erin Smid, Brandie Lee, Stacy Bowland ("Plaintiffs"), individually and behalf of all others similarly situated, against Nutranext, LLC; Nutranext Business, LLC; Nutranext eHealth, LLC; Rainbow Light Nutritional Systems, LLC; Renew Life Holdings Corporation, Renew Life Formulas, LLC; Everest NeoCell LLC; Nutranext Direct, LLC; and Nature's Products, Inc. ("Defendants" and, together with Plaintiffs, the "Parties"). The Parties have entered into a Settlement Agreement and Release

("Agreement") to settle this litigation. Plaintiffs have moved for preliminary approval of the proposed class action settlement. The Agreement, the exhibits thereto, and the exhibits to Plaintiffs' Unopposed Motion for Preliminary Approval set forth the terms and conditions for a proposed settlement and dismissal with prejudice of this Action.

Having reviewed the Agreement and its exhibits, the Motion for Preliminary Approval and supporting memorandum of points and authorities, the pleadings and all other papers on file in this Action, and statements of counsel, the Court finds that the Motion for Preliminary Approval should be GRANTED and that this Preliminary Approval Order should be entered. Terms and phrases used in those Preliminary Approval Order shall have the same meaning ascribed to them in the Agreement.

THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel, and was reached with the assistance of the Hon. Wayne Andersen (Ret.) or JAMS.
3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure—including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for purposes of settlement only, the following Settlement Class consisting of:

- (1) All individuals in the United States, except California residents, who purchased any Rainbow Light Prenatal or Rainbow Light Postnatal products between December 1, 2015 and the date of Preliminary Approval Order ; and (2) all individuals in the United States who purchased any Rainbow Light Non-Prenatal products and Non-Postnatal products (*i.e.*, all other Rainbow Light vitamins, multivitamins, supplements or other products not specifically labeled as suitable for prenatal or postnatal or lactating mothers) between December 1, 2015 and the date of the Preliminary Approval Order.

Excluded from the Settlement Class are Governmental entities; subsidiaries, affiliates, officers, employees or directors of Defendants; any Judge in the lawsuit, a member of the Judge's immediate family, or any member of the Court's staff; and any purchases made for the purpose of resale.

5. For settlement purposes only, Plaintiffs Erin Smid, Brandie Lee, and Stacy Bowland are hereby appointed Class Representatives.

6. For settlement purposes only, the following counsel are hereby appointed Class Counsel:

Gary M. Klinger
GMK Law, Ltd.
227 W. Monroe Street, Ste. 2100
Chicago, IL 60606

Gary E. Mason
MASON LLP
5101 Wisconsin Ave. NW, Ste 305
Washington, DC 20016

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not fully approved, and the Litigation resumes,

this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Long Form Class Notice, attached to the Memorandum in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement as Exhibit 3, and finds that it meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfy Due Process.

9. The Court finds that the planned notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, satisfying fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Class Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. Heffler Claims Group is hereby appointed Settlement Administrator ("Administrator") to supervise and administer notice, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Administrator may proceed with distribution of Class Notice as set forth in the Settlement Agreement.

12. Settlement Class Members who wish to receive benefits under the Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Class Notice on or before July 29, 2020. The Court hereby approves both the form and

content of the Claim Form attached to the Memorandum in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement as Exhibit 1.

13. All Claim Forms must be either mailed via U.S. Mail to the address specified in the Claim Form or be electronically submitted to the Administrator via email or via the Settlement Website no later than July 29, 2020. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance with Section III.C of the Agreement shall not be entitled to receive any Settlement funds.

14. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to the Released Claims as set forth in the Agreement, whether favorable or unfavorable, unless such person request exclusion from the Settlement Class in a timely and proper manner. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate related Actions or other litigation or proceedings against Defendants or the Releasees relating to the claims released under the terms of the Agreement.

15. Any person within the Settlement Class may request exclusion, or "opt-out" of the Settlement class by expressly stating his/her request in a written exclusion request. Such exclusion requests must be sent to the Administrator at the address specified in the Long Form Notice in written form, postage prepaid, and post-marked no later than June 29, 2020.

16. To be considered a valid, the Request for Exclusion must: (a) identify the case name; (b) identify the name, address, and telephone number of the Settlement Class Member; (c) identify the Rainbow Light product(s) purchased by the Settlement Class Member; (d) be personally signed by the Settlement Class Member requesting exclusion; and (e) contain a clear statement that indicates a desire to be excluded from the Settlement Class in the Action.

17. Any person who elects to be excluded shall not: (i) be bound by any orders or judgments relating to the Settlement; (ii) be entitled to relief under, or be affected by, this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of the Settlement.

18. Class Counsel may file a motion seeking an award of attorneys' fees, costs and expenses, as well as an Incentive or Enhancement Award for the Class Representatives, in accordance with the terms of the Agreement, no later than June 22, 2020.

19. Any Settlement Class Member who has not requested to be excluded from the Settlement Class who wishes to object to any aspect of the settlement agreement, including the amount of attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Incentive Award to the Class Representatives, may do so, either personally or through an attorney, by filing a written objection, together with supporting documentation set forth below in paragraph 20 of this Order, with the Clerk of the Court, and served upon Class Counsel, and Defendants' Counsel, no later than June 29, 2020. Addresses for Class Counsel, Defendants' Counsel, and the Clerk of Court are as follows:

Class Counsel:

Gary M. Klinger
GMK Law, Ltd.
227 W. Monroe Street, Ste. 2100
Chicago, IL 60606

Defendants' Counsel:

Dean N. Panos
Jenner & Block, LLP
353 N. Clark Street
Chicago, IL 60654

Michael J. Nester
Rose Donovan Nester, P.C.

Class Counsel:

Gary E. Mason
MASON LLP
5101 Wisconsin Ave. NW, Ste 305
Washington, DC 20016

Clerk of Court:

Clerk of the Circuit Court of St. Clair County
10 Public Sq.
Belleville, IL 62220

15 North 1st Street
Suite A
Belleville, IL 62220

20. Any Settlement Class Member who has not requested exclusion and who intends to object to the Agreement must state, in writing: (a) the name of the Action; (b) the objector's full name, address, and telephone number; (c) an explanation of the basis on which the objector claims to be a Settlement Class Member; (d) all grounds for the Objection, accompanied by any legal support for the Objection known to the objector or her counsel; (e) the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector's prior such objections that were issued by the trial and appellate courts in each listed case; (f) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (g) a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by the objector's counsel that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five (5) years; (h) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity; (i) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (j) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (k) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and (l) the objector's signature (an

attorney's signature is not sufficient). Objections not filed and served in compliance with this order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Agreement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of an Incentive Award, and to the Final Approval Order and right to appeal the same.

21. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the Settlement should not be approved as fair, adequate, and reasonable. Attendance is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Plaintiffs' Counsel's Fee and Expense Application and/or the request for an Incentive Award to Class Representatives are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. The Notice of Intention to Appear must include: (a) the case name and number; (b) the Settlement Class Member's name, address, telephone number, and signature, and, if represented by counsel, their contact information; (c) the name of the Rainbow Light product(s) purchased by the Settlement Class Member; and (d) copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing. The Notice of Attention to Appear must be both filed with the Court and served on Class Counsel and Counsel for Defendants by the Objection Deadline.

22. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Agreement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to Counsel for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

23. Settlement Class Members cannot both object to and exclude themselves from this Agreement. Any Settlement Class Member who attempts to both object to and exclude themselves from the Agreement will be deemed to have excluded themselves and will forfeit the right to object to the Agreement or any of its terms. If a Settlement Class Member returns both a Claim Form and a written request for exclusion, the request for exclusion shall be deemed void and of no force and effect, and the Claim Form shall be processed under the terms of the Agreement.

24. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Releasees.

25. A hearing (the "Final Approval Hearing") shall be held before the Court on July 29, 2020 at 10:00 a.m. p.m. in Courtroom 401 of the St. Clair County Building, at 10 Public Square in Belleville, Illinois 62220 (or at other such time or location as the Court may without further notice direct) for the following purposes:

- a. To finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b. To determine whether the Settlement Agreement is fair, reasonable, and adequate, and should be approved by the Court;
- c. To determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims as set forth in the Settlement Agreement;
- d. To consider the application for an award of attorneys' fees, costs, and expenses of Class Counsel;
- e. To consider the application for an Incentive Award to the Class Representatives;
- f. To consider distribution of the settlement funds pursuant to the Settlement Agreement;
- g. To rule on such other matters as the Court may deem appropriate.

26. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

27. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

28. All discovery and other proceedings in the Action as between Plaintiffs and Defendants are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Agreement and this Order.

29. For clarity, the deadlines set forth above and in the Agreement are as follows:

Notice to be Completed by:	May 30, 2020
Fee and Expense Application to be Submitted by:	June 22, 2020
Deadline to Submit Final Approval Submissions:	June 22, 2020
Deadline to Object:	June 29, 2020
Deadline to Request Exclusion:	June 29, 2020
Final Approval Hearing:	July <u>29</u> , 2020
Claims Deadline:	July 29, 2020

IT IS SO ORDERED.

Entered: _____



Circuit Court Judge
Circuit Court of St. Clair County

**Hon. Christopher T. Kolker
Circuit Judge**