

SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is entered into between the Plaintiff and the Settlement Class, as defined below, on the one hand, and Defendant Doctor’s Best, Inc. (“Doctor’s Best”) on the other, as defined herein.

I. RECITALS

1.1. On July 22, 2020, plaintiff Sharae Casey (“Plaintiff”) filed a putative class action complaint (the “Complaint”) against Doctor’s Best in the United States District Court for the Central District of California, Case No. 8:20-cv-01325-JLS-JDE (the “Action”). The Complaint alleges that Doctor’s Best sells nutritional supplements containing glucosamine hydrochloride and potassium sulfate that are mislabeled as containing Glucosamine Sulfate (defined below). Plaintiff alleges that Doctor’s Best is liable for (a) unfair, unlawful, and fraudulent business practices in violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, (b) false advertising in violation of California’s False Advertising Law, Cal. Bus. & Prof. Code § 17500 *et seq.*, (c) violations of the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.*, (d) breach of warranty, and (e) unjust enrichment.

1.2. On December 10, 2020, Doctor’s Best filed a motion to dismiss the Complaint, which the Court has held in abeyance pending consummation of this settlement. On April 13, 2021, Plaintiff, through Plaintiff’s counsel Wolf Popper LLP and Glancy Prongay & Murray LLP, Doctor’s Best, and Doctor’s Best’s counsel Covington & Burling LLP (“Doctor’s Best’s Counsel”) participated in an all-day remote mediation conducted by the Honorable Edward. A. Infante (Ret.) of JAMS. That mediation, and the discussions that followed, resulted in the settlement memorialized in this Agreement.

1.3. In connection with this settlement, Plaintiff seeks to represent a settlement class consisting of all Persons who purchased the Product in the United States between July 22, 2016

and the date of Preliminary Approval, excluding purchases made for purposes of resale (the “Settlement Class”).

1.4. Doctor’s Best denies all of Plaintiff’s allegations and charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Doctor’s Best also denies that any person has suffered damage or harm by reason of any alleged conduct, statement, act or omission of Doctor’s Best. Doctor’s Best further denies that the Action meets the requisites for certification as a class action under Rule 23 of the Federal Rules of Civil Procedure, except for purposes of settlement, or that the evidence is sufficient to support a finding of liability on any of the claims in the Action.

1.5. Before filing and while prosecuting the Action, Plaintiff’s Counsel conducted a thorough examination and investigation of the facts and law. Plaintiff’s Counsel has analyzed and evaluated the merits of all of Plaintiff’s contentions and this Agreement as it affects members of the Settlement Class. Among the risks of continued litigation are the possibility that the Court will grant Doctor’s Best’s motion to dismiss or decline to certify a class; that summary judgment will be entered against Plaintiff; and/or that Plaintiff will be unable to prove liability, damages, or entitlement to injunctive relief at trial on a classwide or individual basis.

1.6. Plaintiff and Plaintiff’s Counsel, after taking into account the foregoing, along with the risks and costs of further litigation, are satisfied that the terms of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action and the prompt provision of effective relief to the Settlement Class are in the best interests of the members of the Settlement Class.

1.7. Doctor’s Best agrees that the settlement is fair and reasonable in light of the merits and risks of the case. While continuing to deny all allegations of wrongdoing and disclaiming any

liability with respect to any and all claims, Doctor's Best considers it desirable to resolve the Action on the terms stated herein, in order to avoid further burden, expense, inconvenience, and interference with its ongoing business operations. Therefore, Doctor's Best has determined that settlement of the Action on the terms set forth herein is in its best interests.

1.8. This Agreement is contingent upon the issuance by the Court of both Preliminary Approval and Final Approval. Should the Court not issue Preliminary Approval and Final Approval, Doctor's Best does not waive, and instead expressly reserves, its rights to defend against the claims in the Action.

1.9. This Agreement reflects a compromise between Plaintiff and Doctor's Best (each a "Party" and collectively, the "Parties"), and shall in no event be construed as or be deemed an admission or concession by any Party of the truth, or lack thereof, of any allegation or the validity, or lack thereof, of any purported claim or defense asserted in any of the pleadings in the Action, or of any fault on the part of Doctor's Best, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

1.10. The Parties agree that the Action between Plaintiff and the Settlement Class, on the one hand, and Doctor's Best, on the other hand, shall be fully and finally compromised, settled, and released on the terms and conditions set forth in this Agreement.

1.11. NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and of the releases and dismissals of claims described below, the Parties agree to this Agreement, subject to Court approval, under the following terms and conditions:

II. DEFINITIONS

Capitalized terms in this Agreement shall be defined as follows:

2.1. "Agreement" means this Settlement Agreement, including all exhibits hereto.

2.2. “Claim Administrator” means a third party administrator selected by Plaintiff, subject to approval by Doctor’s Best, and approved by the Court.

2.3. “Claim Filing Deadline” means the date three months after the Notice Date.

2.4. “Claim Form” means the form Settlement Class Members must submit to obtain the Settlement Benefits available through the settlement.

2.5. “Claim Period” means the period beginning on the Notice Date and continuing until the Claim Filing Deadline.

2.6. “Class Notice” means, collectively, the Long Form Notice, Email Notice, and Online Advertisement Notices in substantially the same form as Exhibit B1-B3 and as discussed in Part V.

2.7. “Incentive Award” means any award sought by application to and approval by the Court that is payable to Plaintiff to compensate her for her efforts in bringing the Action and/or achieving the benefits of this settlement on behalf of the Settlement Class, as further discussed in Section 7.2.

2.8. “Court” means the United States District Court for the Central District of California.

2.9. “Defendant” means Doctor’s Best.

2.10. “Effective Date” means the effective date of the settlement, as defined in Section 8.11.

2.11. “Email Notice” means the Court-approved form of notice to Settlement Class Members in substantially the same form as Exhibit B2.

2.12. “Excluded Persons” are (1) Honorable Josephine L. Staton, Honorable John D. Early (Mag.), and Honorable Edward A. Infante (Ret.), and any member of their immediate

families; (2) any government entity; (3) Doctor's Best; (4) any entity in which Doctor's Best has a controlling interest; (5) any of Doctor's Best's subsidiaries, parents, affiliates, officers, directors, employees, legal representatives, heirs, successors, or assigns; (6) any Persons who timely opt out of the Settlement Class; and (7) any Person that purchased the Product for resale.

2.13. "Final Approval" means issuance of judgment, substantially in the form of Exhibit D, granting final approval of this Agreement as binding upon the Parties.

2.14. "Household" means all Persons residing at the same physical address.

2.15. "Action" means the action currently pending in the United States District Court for the Central District of California, styled as *Casey v. Doctor's Best, Inc.*, Case No. 8:20-cv-01325-JLS-JDE.

2.16. "Long Form Notice" means the Court-approved form of notice to Settlement Class Members in substantially the same form as Exhibit B1.

2.17. "Notice Date" means a date that is no later than fourteen (14) days after Preliminary Approval.

2.18. "Objection Deadline" means the date 21 days after Plaintiff moves for entry of an order of Final Approval.

2.19. "Online Advertisement Notices" means the Court-approved forms of notice to Settlement Class Members in substantially the same form as Exhibit B3.

2.20. "Opt Out Deadline" means the date 21 days after Plaintiff moves for entry of an order of Final Approval.

2.21. "Doctor's Best's Counsel" means Covington & Burling LLP.

2.22. "Parties" means Plaintiff and Doctor's Best, collectively.

2.23. "Party" means any one of Plaintiff or Doctor's Best.

2.24. “Person(s)” means, without limitation, any natural person, group of natural persons, firm, business, corporation, partnership, government agency, board, association, proprietorship, organization, or any other legal or business entity.

2.25. “Plaintiff” means Sharae Casey.

2.26. “Plaintiff’s Counsel,” “Class Counsel,” or “Settlement Class Counsel” mean the law firms of Wolf Popper LLP, Glancy Prongay & Murray LLP, and Zhu Gui, Esq. individually and collectively.

2.27. “Preliminary Approval” means issuance of an order, substantially in the form of Exhibit C, granting preliminary approval of the settlement described in this Agreement.

2.28. “Glucosamine Sulfate” means any of glucosamine sulfate, glucosamine sulfate potassium chloride, or glucosamine sulfate sodium chloride.

2.29. “Product” means any dietary supplement labeled as containing Glucosamine Sulfate offered for sale by Doctor’s Best.

2.30. “Proof of Purchase” means (i) either an itemized sales receipt generated by a retail seller, or a photocopy or digital image file thereof, showing the date and place of purchase, name of the product purchased, and the amount paid, or (ii) any document or method that the Claim Administrator believes in its discretion evidences proof. The originally-generated receipt must be provided to and validated by the Claim Administrator to qualify as Proof of Purchase.

2.31. “Released Claims” means the claims released as set forth in Section 9.2 of this Agreement.

2.32. “Released Parties” means Doctor’s Best, Inc., together with its predecessors, successors (including, without limitation, acquirers of all or substantially all of its assets, stock, or other ownership interests) and assigns; the past, present, and future, direct and indirect, parents,

subsidiaries, and affiliates of any of the above (including, but not limited to, Xiamen Kingdomway Group Co.); and the past, present, and future retailers, resellers, wholesalers, distributors, suppliers, principals, trustees, partners, officers, directors, employees, agents, attorneys, shareholders, advisors, predecessors, successors (including, without limitation, acquirers of all or substantially all of their assets, stock, or other ownership interests), assigns, representatives, heirs, executors, and administrators of any of the above.

2.33. “Settlement Benefit” means the benefits provided to Settlement Class Members as set forth in Part IV of this Agreement.

2.34. “Settlement Class” or “Settlement Class Members” means all Persons who purchased the Product in the United States, other than for purposes of resale, during the period beginning July 22, 2016 and ending on the date of Preliminary Approval of the settlement.

2.35. “Settlement Website” means an internet website created and maintained by the Claim Administrator. The URL of the Settlement Website shall be “www.DoctorsBestGlucosamineSettlement.com”.

2.36. “Valid Claim” means a claim submitted in compliance with Part IV of this Agreement, as further described in that Part.

III. CHANGED PRACTICES AND INJUNCTIVE RELIEF

3.1. Doctor’s Best agrees to the entry of a court order requiring that, for a period of three years beginning 90 days after the Effective Date, Doctor’s Best shall not represent on any labels, marketing, and advertising materials that any Product offered for sale by Doctor’s Best before the Effective Date contains Glucosamine Sulfate; and shall not represent on any labels, marketing, and advertising materials that any new Product offered for sale by Doctor’s Best after the Effective Date contains Glucosamine Sulfate, unless it actually contains Glucosamine Sulfate.

3.2. For avoidance of doubt, the distribution or sales by third parties of residual Product manufactured and/or labeled prior to the implementation of the changes described in this Section shall not constitute a violation of this Agreement or the injunction issued pursuant hereto.

3.3. Neither this Agreement nor the injunction issued pursuant hereto shall impose any limitations on Doctor's Best's future marketing or sale of the Product except as expressly set forth in Sections 3.1 and 3.2. Similarly, neither this Agreement nor the injunction issued pursuant hereto shall impose any limitations on the composition, manufacture, marketing, labeling, advertising, and/or sale of any product or products other than those falling within the definition of "Product" set forth in Part II.

IV. MONETARY SETTLEMENT BENEFITS AND CLAMS ADMINISTRATION

4.1. Every Settlement Class Member shall have the right to submit a claim for Settlement Benefits. A claim shall be a Valid Claim only if submitted on the Claim Form pursuant to, and in compliance with, the procedures set forth herein. Submission of a claim, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on any Party, any Settlement Class Member, or any other Person except as expressly provided herein.

4.2. At the election of the Settlement Class Member, Claim Forms may be submitted in paper via first class mail or online at the Settlement Website. Claim Forms must be mailed such that they are received by the Claim Administrator (not just postmarked) or submitted online no later than the Claim Filing Deadline. Claim Forms received or submitted online after that date will not be Valid Claims, unless approved by the Court. The Claim Administrator will track Claim Forms with unique security identifiers or control numbers issued to Persons who seek to file a claim. For Claim Forms submitted online, the Settlement Class Member shall have the opportunity

to upload Proof of Purchase image files (e.g., jpg, tif, pdf) if submitted pursuant to Section 2.30(i) above.

4.3. The Claim Administrator shall be responsible for designing the Claim Form, subject to the Parties' approval, and ensuring it requests sufficient information to determine the validity of submitted claims and to prevent the payment of invalid or fraudulent claims. On the Claim Form, the Settlement Class Member must certify the truth and accuracy of the following under the penalty of perjury, including by signing the Claim Form physically or by e-signature, or the claim will not be considered a Valid Claim by the Claim Administrator:

- (a) The Settlement Class Member's name and physical address;
- (b) That all sections of the Claim form are completed truthfully, accurately, and completely;
- (c) The Settlement Class Member's email address, if the Settlement Class Member elects to provide the information;
- (d) That the Settlement Class Member purchased one or more Products during the Class Period;
- (e) The total number of packages of the Product purchased during the Class Period; and
- (f) That the claimed purchases were not made for purposes of resale.

For avoidance of doubt, the Claim Administrator may require Settlement Class Members to provide additional information on the Claim Form to facilitate the identification of Valid Claims, as well as fraudulent or otherwise invalid claims.

4.4. Each Settlement Class Member who submits a Valid Claim without Proof of Purchase shall receive a refund of five dollars (\$5.00) for each Product package purchased in the

United States (except for purposes of resale) during the Class Period, regardless of the price the Settlement Class Member paid for the Product, subject to the following limitation: the total number of Product packages for which Valid Claims are submitted under this Subsection shall not exceed five (5) packages per Household.

4.5. Each Settlement Class Member who submits a Valid Claim corroborated by Proof of Purchase shall receive a refund of an amount equal to 60% of the purchase price for each Product package purchased in the United States (except for purposes of resale) during the Class Period for which Proof of Purchase is provided, subject to the following limitation: the total number of Product packages for which Valid Claims are submitted under this Subsection shall not exceed twelve (12) packages per Household. The purchase price shall be the price before any applicable taxes, including sales tax, and after any discounts. In the event that a Settlement Class Member submits valid Proof of Purchase for more than 12 packages, the Settlement Class Member shall receive payment for the first 12 packages purchased in the Class Period.

4.6. In no event shall:

(a) The maximum payment to any Household that has submitted claims that are not corroborated by Proof of Purchase exceed \$25.00; or

(b) a Settlement Class Member receive a payment for a purchase of a Product the Settlement Class Member did not affirmatively claim on the Claim Form.

4.7. In the event multiple Settlement Class Members residing in the same Household submit Valid Claims that collectively exceed the maximum Household payments described above, the Claim Administrator shall direct payments to the Settlement Class Members from that Household in the order in which the Valid Claims were received, up to the applicable maximum for that Household.

4.8. The Claim Administrator shall be responsible for processing Claim Forms and administering the Settlement Website, opt-out process, and Settlement Benefit claims process described herein. The Claim Administrator shall use industry standard efforts to validate claims and supporting documentation. The Claim Administrator shall use adequate and customary procedures and standards to prevent the payment of fraudulent claims and pay only Valid Claims. The Claim Administrator will approve Valid Claims and issue payment based upon the terms and conditions of the Agreement and may reject Claims that are invalid or evidence waste, fraud, or abuse. The Claim Administrator shall use its best efforts to determine the validity of all claims within 90 days after the end of the Claim Period. The Claim Administrator shall approve or deny all claims, and its decision shall be final, binding, and non-appealable by either Party or the Settlement Class Members.

4.9. The Claim Administrator and Parties shall have the right to audit claims, and the Claim Administrator may request additional information from claimants. Neither Plaintiff nor Doctor's Best, nor their respective counsel, shall have any liability whatsoever for any act or omission of the Claim Administrator.

4.10. The Claim Administrator shall use its best efforts to email all Settlement Class Members whose claims are denied to provide the reasons for denial, at the email address (if any) provided by the Settlement Class Member on the Claim Form, within thirty (30) days after the Effective Date. If no email address is provided by the Class Member on the Claim Form, the Claim Administrator shall have no obligation to provide the Settlement Class Member any notification of the reason(s) for denial of the claim. Plaintiff's or Doctor's Best's choice not to audit the validity of any one or more Claim Forms shall not constitute or be construed as a waiver or relinquishment of any audit or other rights as to any other Claim Forms, individually or as a

group, and similarly shall not be construed as a waiver or relinquishment by Plaintiff or Doctor's Best as to any of its audit and other rights under the Settlement Agreement. No Person shall have any claim against Plaintiff, Doctor's Best, Plaintiff's Counsel, Doctor's Best's Counsel, or the Claim Administrator based on any determination of a Valid Claim, distributions, or awards made in accordance with this Agreement and the Exhibits hereto.

4.11. Valid Claims shall be paid by check to Settlement Class Members and mailed to the address provided on the Claim Form, as updated in the National Change of Address Database. Doctor's Best shall also have the right (but not the obligation) to allow Settlement Class Members to elect to receive their payments by direct bank deposit or electronic transfer (e.g., PayPal) and if such election is made, shall pay the Valid Claims of such Settlement Class Members through the method so elected. The Claim Administrator shall use its best efforts to pay all Valid Claims within thirty (30) days after the Effective Date except that, in the event of an appeal from Final Approval that challenges only the award of attorneys' fees, costs, and expenses and/or the Incentive Award and does not challenge any other aspect of the settlement, the Claim Administrator shall use its best efforts to pay all Valid Claims within ninety (90) days after Final Approval, unless otherwise ordered by the Court.

4.12. All settlement checks shall be subject to a one hundred eighty (180) day void period, after which the checks shall no longer be negotiable. If a settlement check is not negotiated within this period, the Settlement Class Member shall not be entitled to any further payment under this Agreement. The amount of any settlement checks that are not negotiated shall be donated to an appropriate *cy pres* recipient approved by the Court in the Final Approval Order.

4.13. No deductions for taxes will be taken from any Settlement Benefit at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Settlement

Benefits. Under no circumstance shall Doctor's Best be held liable for any tax payments with respect to the Settlement Benefits, if any. All Settlement Benefit payments shall be deemed to be paid solely in the year in which such payments are actually issued. Neither Plaintiff's Counsel nor Doctor's Best's Counsel purport to provide legal advice on tax matters. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue, such advice is not intended or written to be used, and cannot be used, by any Person or entity for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

4.14. Doctor's Best shall bear all fees and expenses incurred by the Claim Administrator as well as the cost of paying Valid Claims.

V. NOTICE

5.1. At least one week prior to the Notice Date, the Claim Administrator shall establish the Settlement Website, which shall contain the Long Form Notice in both downloadable PDF format and HTML format with a clickable table of contents; answers to frequently asked questions; a Contact Information page that includes the address for the Claim Administrator and addresses and telephone numbers for Plaintiff's Counsel; the Agreement; the signed order of Preliminary Approval; a downloadable and online version of the Claim Form; and a downloadable and online version of the form by which Settlement Class Members may opt out of the Settlement Class. While the Claim Administrator shall have final authority over the design and operation of the Settlement Website, it shall permit Class Counsel, Doctor's Best, and Doctor's Best's Counsel to test the operation of the Settlement Website and shall monitor, and if necessary update and modify, the Settlement Website to ensure that it performs reliably and consistent with the terms of this Agreement, when accessed from all major Internet browsers (desktop and mobile) operating on all

major operating systems (including Windows, MacOS, Android, and iOS). The Claim Administrator shall add to the Settlement Website all other material filings by the Parties or the Court regarding the settlement, including Plaintiff's application for attorneys' fees, costs, expenses, and/or Incentive Award, the motion for Final Approval, and any orders with respect to such applications and motions.

5.2. The Settlement Website shall remain accessible until 180 days after all Settlement Benefits are distributed.

5.3. Notice shall be provided according to the Notice Plan attached hereto as Exhibit A, and substantially in the forms attached hereto of Exhibits B1 through B3, except as modified by the Court. The Claim Administrator shall provide a declaration under penalty of perjury to the Court that the notice provides sufficient reach and frequency to alert Settlement Class Members to the pendency of the Action and their rights thereunder.

5.4. All notice shall specify that Doctor's Best denies that it has engaged in any wrongdoing, denies all claims asserted by Plaintiff and the proposed Settlement Class, and contends that the Products were properly labeled in accordance with the Official Methods of Analysis of the Association of Official Analytic Collaboration.

5.5. Doctor's Best, in conjunction with the Claim Administrator, shall provide notice as required by the Class Action Fairness Act, 28 U.S.C. § 1715.

5.6. Class Counsel and Doctor's Best shall supervise the Claim Administrator in the performance of the notice functions set forth in this Part V. Doctor's Best shall pay all costs of notice as set forth in this Part V.

5.7. At least fourteen (14) days prior to Final Approval, the Claim Administrator shall certify to the Court that it has complied with the notice requirements set forth herein.

VI. CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS

6.1. Solely for the purpose of effectuating the settlement set forth in this Agreement and subject to Court approval, the Parties stipulate that (1) a settlement class shall be certified under Rules 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure in accordance with the definition of the Settlement Class set forth in this Agreement; (2) the Plaintiff shall represent the Settlement Class for settlement purposes; and (3) Plaintiff's Counsel shall be appointed as the attorneys for the Settlement Class.

VII. ATTORNEYS' FEES, EXPENSES, AND INCENTIVE AWARD

7.1. Plaintiff's Counsel may apply to the Court for an award of attorneys' fees, costs, and expenses. Doctor's Best reserves the right to oppose Plaintiff's Counsel's application for an award of attorneys' fees, costs, and expenses. Plaintiff's Counsel shall file any motion in support of their application for attorneys' fees, costs, and expenses no later than forty nine (49) days prior to the Final Approval hearing, Doctor's Best shall file any opposition to any such motion within twenty-one (21) days after Plaintiff's Counsel files such motion, and Plaintiff's Counsel shall file any reply brief in support of such motion within fourteen (14) days after Doctor's Best files its opposition to such motion. The settlement shall not be conditioned on Court approval of Plaintiff's Counsel's application for attorneys' fees, costs, and expenses.

7.2. Plaintiff may additionally apply to the Court for an Incentive Award as compensation for (a) the time and effort undertaken in and risks of pursuing the Action, including the risk of liability for the Parties' costs of suit, and (b) the general release set forth in Section 9.1. Plaintiff shall file any motion in support of her application for an Incentive Award no later than forty nine (49) days prior to the Final Approval hearing. The settlement shall not be conditioned on Court approval of Plaintiff's request for an Incentive Award.

7.3. Doctor's Best agrees not to oppose or submit any evidence or argument challenging or undermining Plaintiff's application for an Incentive Award of \$5,000 or less. Doctor's Best shall not be in violation of this term if Doctor's Best's Counsel provides the Court with evidence that is specifically requested by the Court; however, no Party shall seek such a request. Any Incentive Award awarded by the Court as set forth in Section 7.2 shall be the total obligation of Doctor's Best to pay money to the Plaintiff in connection with the Action and this Agreement, other than amounts due to Plaintiff for any Valid Claims submitted pursuant to Part IV of this Agreement.

7.4. Plaintiff's Counsel and Plaintiff agree that the denial, downward modification, or failure to grant any request for attorneys' fees, costs, or expenses, or an Incentive Award, shall not constitute grounds for modification or termination of the Agreement.

7.5. Within ten (10) days after the Effective Date, Doctor's Best shall pay the amount of any awarded attorneys' fees, costs, expenses and Incentive Award to Plaintiff's Counsel.

VIII. CLASS SETTLEMENT PROCEDURES

8.1. Settlement Approval. Within 21 days after the signing of this Agreement, Plaintiff's Counsel shall move for a Preliminary Approval order, substantially in the form of Exhibit C, preliminarily approving this Agreement and this settlement as fair, reasonable, and adequate; approving Class Notice to the Settlement Class Members as described in Part V above; and setting a hearing to consider Final Approval of the settlement and any objections thereto. Doctor's Best shall have no obligation to make separate filings in support of the motion. Doctor's Best shall appear at the hearing to confirm its agreement with the terms of the settlement as provided herein.

8.2. Final Approval Order and Judgment. No later than forty nine (49) days prior to the Final Approval hearing, Plaintiff shall move for entry of an order of Final Approval, substantially in the form of Exhibit D, granting Final Approval of this settlement and holding this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves as provided below, and ordering that the settlement relief be provided as set forth in this Agreement, ordering the releases as set forth in Part IX, below, and entering judgment in this case. Doctor's Best shall have no obligation to make separate filings in support of the motion. Doctor's Best shall appear at the hearing to confirm its agreement with the terms of the settlement as provided herein.

8.3. Opt-Outs and Objections. The Long Form Notice shall advise prospective Settlement Class Members of their rights to forego the benefits of this settlement and pursue an individual claim; to object to this settlement individually or through counsel; and, if they object, to appear at the Final Approval hearing.

8.4. If any Settlement Class Member wishes to object to the settlement and/or to be heard, the Settlement Class Member must send a written notice of objection by the deadline established by the Court to the Claim Administrator or counsel for the parties. Each such objection must comply with the instructions set forth in the Long Form Notice and must be submitted online or received (not just postmarked) by the Objection Deadline or they shall not be valid. The Claim Administrator or counsel for the Parties will then file all objections, requests to appear, and supporting papers with the Court.

8.5. If any Settlement Class Member wishes to be excluded from this settlement, the Settlement Class Member may do so by completing the opt-out form at the Settlement Website; downloading and submitting to the Claim Administrator a completed opt-out form; or submitting

a valid request to opt out, as described in the Long Form Notice, to the Claim Administrator. Requests to opt out must be submitted online or received (not just postmarked) by the Opt Out Deadline or they shall not be valid. A Settlement Class Member who elects to opt out of this settlement shall not be permitted to object to this settlement or to intervene.

8.6. The proposed Preliminary Approval order and Long Form Notice will provide that any Settlement Class Member wishing to object or opt out who fails to properly or timely file or serve any of the requested information and/or documents will be precluded from doing so.

8.7. No later than three (3) days after the Opt Out Deadline, the Claim Administrator shall prepare and deliver to the Parties a list of the names of the Persons who, pursuant to the Long Form Notice, have excluded themselves from the Settlement Class in a valid and timely manner. Plaintiff's Counsel shall file that list with the Court no later than fourteen (14) days prior to the Final Approval hearing.

8.8. Simultaneously herewith, the Parties are executing a confidential supplemental agreement ("Supplemental Agreement"), which sets forth certain conditions under which Doctor's Best has the option to terminate the settlement if more than a certain agreed-upon number of Persons exclude themselves from the Settlement Class ("Opt-Out Threshold"). The Parties agree to maintain to the extent permitted by law the confidentiality of the Opt-Out Threshold in the Supplemental Agreement which, unless otherwise ordered by the Court, shall not be filed with the Court, but may be examined in camera if so requested by the Court or otherwise required by court rule.

8.9. If a Settlement Class Member submits both a Claim Form and an opt-out request, the Claim Form shall take precedence and be considered valid and binding, and the opt-out request shall be deemed to have been sent by mistake and rejected.

8.10. A Settlement Class Member who objects to the settlement may also submit a Claim Form on or before the Claim Filing Deadline, which shall be processed in the same way as all other Claim Forms. A Settlement Class Member shall not be entitled to an extension to the Claim Filing Deadline merely because the Settlement Class Member has also submitted an objection.

8.11. Effective Date. The settlement shall become final and effective upon the occurrence of all of the following (“Effective Date”):

(a) The settlement receives Final Approval by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure;

(b) As provided for in Section 8.2, entry is made of the order and final judgment, with prejudice, with respect to the Released Claims against Doctor’s Best and the Released Parties; and

(c) If an appeal has been timely filed from a Final Approval, completion of such appeal(s) finally approving the settlement and any proceedings on remand from a decision of an appeals court; provided, however, that a modification or reversal on appeal of the amount of the fees, costs, and expenses awarded by the Court to Plaintiff’s Counsel, or the amount of an Incentive Award, shall not prevent this settlement from becoming final and effective if all other aspects of the final judgment have been affirmed. If no appeal is filed from the Court’s order finally approving the settlement under Rule 23(e) of the Federal Rules of Civil Procedure, the Effective Date shall be the date on which the time for any such appeals has lapsed.

8.12. Effect if Settlement Not Approved or Agreement is Terminated. This Agreement was entered into only for purposes of settlement. In the event that certification of the Settlement Class, Preliminary Approval, or Final Approval of the settlement, or any other order necessary to effectuate this Agreement is denied, or this Agreement is not finally approved, or is terminated or

cancelled or fails to become effective for any reason whatsoever, or if the Court or a reviewing court takes any action to impair or reduce the scope or effectiveness of the Release set forth in Part IX or to impose greater financial or other burdens on Doctor's Best than those contemplated in this Agreement, or if Final Approval is reversed on appeal, the Action shall revert to its status as it existed prior to the date of this Agreement, and the Claim Administrator shall return to Doctor's Best any amounts Doctor's Best had already deposited that are not required to pay for notice and administration then-completed. In the event of such a reversion, the Parties agree that no class will be deemed to have been certified, and that the proposed or actual certification of a Settlement Class will not be urged or considered as a factor in any subsequent litigation over the certification of a litigation class or classes. Additionally, in the event of such a reversion, this Agreement shall be void *ab initio*, shall have no force or effect, and shall impose no obligations on the Parties except that the Parties (i) will be prohibited from using this Agreement, any document filed or created in connection with this Agreement, and any settlement or mediation communications as an admission or as evidence for any purpose in the Action and (ii) agree to cooperate in asking the Court to set a reasonable schedule for the resumption of the Action. Alternatively, in the event that certification of the Settlement Class, Preliminary Approval or Final Approval of the settlement, or any other order necessary to effectuate this Agreement is denied, or this Agreement is not finally approved, or is terminated or cancelled or fails to become effective for any reason whatsoever, or if the Court or a reviewing court takes any action to impair or reduce the scope or effectiveness of the Release set forth in Part IX or to impose greater financial or other burdens on Doctor's Best than those contemplated in this Agreement, or if Final Approval is reversed on appeal, the Parties may, but are not required to, modify this Agreement. Such a modification shall be binding only if it is in writing and executed by Plaintiff's Counsel and Doctor's Best's Counsel. The Parties agree that

all drafts, discussions, negotiations, documentation or other information prepared in relation to this Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order, be disclosed to any Person other than the Parties' counsel, and only for purposes of the Action.

IX. RELEASES

9.1. Plaintiff's Release of the Released Parties. Upon Final Approval, Plaintiff and her agents, assigns, attorneys, and members of her family shall release and forever discharge the Released Parties from and shall be forever barred from instituting, maintaining, or prosecuting any and all actual or potential claims, counterclaims, actions, causes of action, liabilities, monetary relief, damages (whether actual, nominal, punitive, exemplary, statutory, or otherwise), injunctive relief, costs, fees, attorneys' fees, or penalties of any kind arising out of or in any way relating to any conduct that occurred on or before the date of Preliminary Approval of the settlement.

(a) Plaintiff expressly understands and acknowledges that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiff explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiff and Doctor's Best with the knowledge of the possibility of such unknown claims, was given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiff expressly waives all provisions, rights, and benefits of California Civil Code Section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). **Section 1542 provides:**

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of

executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

(b) Each and every term of this Section shall be binding upon Plaintiff and her agents, assigns, attorneys, and members of her family, and inure to the benefit of the Released Parties, and any of their successors and personal representatives, which Persons and entities are intended to be beneficiaries of this Section.

9.2. Settlement Class Members’ Release of the Released Parties.

(a) Upon Final Approval, Settlement Class Members (except any such Person who has filed a proper and timely request for exclusion from the Settlement Class) shall release and forever discharge the Released Parties from any and all actual or potential claims, counterclaims, actions, causes of action, liabilities, monetary relief, damages (whether actual, nominal, punitive, exemplary, statutory, or otherwise), injunctive relief, costs, fees, attorneys’ fees, or penalties of any kind, that Plaintiff or any member of the Settlement Class ever had, now have, or may have in the future, whether asserted by such Plaintiff or member of the Settlement Class or on their behalf by a third party, arising out of or in any way relating to conduct that occurred on or before the date of Preliminary Approval relating to (i) labeling of the Products as containing Glucosamine Sulfate; (ii) any of the other marketing representations identified in the Complaint, including but not limited to any representations made on the label of the Products, on Doctor’s Best’s websites, on Doctor’s Best’s social media platforms, or in any form, that the Products contain Glucosamine Sulfate; (iii) any acts or omissions that were raised or could have been raised within the scope of the facts asserted in the Complaint, including representations similar to the representations set forth in section (ii) of this subsection; or (iv) any event, matter, dispute, or thing

that in whole or in part, directly or indirectly, relates to or arises out of said events specified in (i), (ii), or (iii) of this Section.

(b) With respect to the Released Claims set forth in Section 9.2(a), each Settlement Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code Section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). Section 1542 provides:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

(c) Plaintiff (on behalf or herself and the Settlement Class) expressly acknowledges that this Agreement is intended to include in its effect (without limitation) all Released Claims Plaintiff or any member of the Settlement Class knows or suspects to exist in their favor, and all Released Claims Plaintiff or any member of the Settlement Class does not know or suspect to exist in their favor at the time this Agreement is executed, which contemplates the extinguishment of any such Released Claims.

(d) Each and every term of this Section shall be binding upon the Settlement Class Members and any of their successors and personal representatives, and inure to the benefit of the Released Parties, and any of their successors and personal representatives, which Persons and entities are intended to be beneficiaries of this Section.

(e) The Parties shall be deemed to have agreed that the release set forth herein will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims.

(f) Nothing in this Section shall operate to bar any defense, cross-claim, or counter-claim in any action initiated by any of the Released Parties against any Settlement Class Member.

9.3. Release of Claims as to Action. Plaintiff's counsel, Doctor's Best's counsel, and the Parties hereby release each other of any and all allegations and claims arising out of the way they have conducted themselves with respect to the Action and this settlement.

9.4. Satisfaction of Obligations. Plaintiff, on behalf of herself and all Settlement Class Members, agrees that the consideration provided under this Agreement, including the injunctive relief set forth in Part III of the Agreement, satisfies and resolves all allegations in the Action relating to allegedly deceptive labeling and advertising of the Products during the Class Period as containing Glucosamine Sulfate.

9.5. Effectuation of Settlement. None of the above releases include releases of causes of action to enforce the terms of the settlement.

9.6. No Admission of Liability. This Agreement reflects, among other things, the compromise and settlement of disputed claims among the Parties hereto, and neither this Agreement nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this Agreement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, or defense, or of any point of fact or law (including but not limited to matters respecting class certification) on the part of any Party. Doctor's Best expressly denies the allegations of the Complaint. Neither this Agreement, nor the

fact of settlement, nor the settlement proceedings, nor settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by the Released Parties, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate, interpret, or enforce this Agreement. Similarly, neither this Agreement, nor the fact of settlement, nor the settlement proceedings, nor settlement negotiations, nor any related document, shall be used as an admission of any weakness or infirmity of any claim asserted in the Complaint by Plaintiff in any proceeding, other than such proceedings as may be necessary to consummate, interpret, or enforce this Agreement.

X. ADDITIONAL PROVISIONS

10.1. Best Efforts. Subject to the limitations expressed herein, Plaintiff's Counsel and Doctor's Best's Counsel shall use their best efforts to cause the Court to give Preliminary Approval to this Agreement and settlement as promptly as practicable, to take all steps contemplated by this Agreement to effectuate the settlement on the stated terms and conditions, and to obtain Final Approval of this Agreement, and shall do nothing inconsistent therewith.

10.2. Further Representations. Plaintiff's Counsel represent and warrant that they (i) do not currently represent any client besides Plaintiff with respect to claims against Doctor's Best, (ii) are not aware of any other individual or entity with claims against or intending to assert claims against Doctor's Best, (iii) do not presently intend to solicit any client to assert any claims against Doctor's Best, and (iv) have not encouraged and will not encourage any member of the Settlement Class to opt out of this settlement.

10.3. Changes of Time Periods; Termination Rights. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to

approval and change by the Court or by the written agreement of Plaintiff's Counsel and Doctor's Best's Counsel, without notice to Settlement Class Members except that the Claim Administrator shall ensure that such dates are posted on the Settlement Website. Furthermore, the Court may require changes to the notice process without invalidating this Agreement, provided that such changes do not materially increase the cost of notice, and provided that the other material terms of the Agreement, including the scope of the Released Claims and the total financial obligations imposed on Doctor's Best, are not altered by such changes. All other terms and limitations set forth in this Agreement and in the documents referred to or incorporated herein (including but not limited to the proposed form of the Preliminary Approval order attached as Exhibit C, the proposed form of the Final Approval order attached as Exhibit D, and the Claim Form) shall be deemed material to the Parties' Agreement, and in the event any such other term is altered or amended by the Court, or any other court, any Party whose rights or obligations are affected by the alteration or amendment may terminate this Agreement upon written notice provided within ten (10) business days after the Court's order or five (5) business days after receipt of actual notice of the Court's order, whichever is later. In the event the Parties wish to negotiate a possible amendment to this Agreement in lieu of termination, the time period for such notice of termination may be extended pursuant to written consent of all the Parties.

10.4. Time for Compliance. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday, or court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

10.5. Governing Law. This Agreement is intended to and shall be governed by the laws of the state of California, without regard to conflicts of law principles.

10.6. Entire Agreement. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties hereto relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms as between the Parties hereto, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial proceeding, if any, involving this Agreement. Any amendment or modification of the Agreement must be in writing signed by the Parties or a duly authorized representative of each of the Parties hereto.

10.7. Advice of Counsel. The determination of the terms of, and the drafting of, this Agreement have been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto and their counsel. The presumption found in California Civil Code Section 1654 that uncertainties in a contract are interpreted against the party causing an uncertainty to exist is hereby waived by all Parties.

10.8. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the Parties hereto.

10.9. No Waiver. The waiver by any Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

10.10. Execution in Counterparts. This Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Agreement in counterparts and/or by fax or electronic mail, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

10.11. Authority. Each of the undersigned representatives of the Parties represents that he or she is fully authorized to enter into, and to execute, this Agreement on behalf of that Party.

10.12. Captions. Captions and section numbers herein are inserted merely for the reader's convenience, and in no way define, limit, construe, or otherwise describe the scope or intent of the provisions of this Agreement.

10.13. Extensions of Time. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

10.14. Enforcement of this Agreement. The Court shall retain jurisdiction to enforce, interpret, and implement this Agreement.

10.15. Plaintiff to be Included in Settlement Class. Plaintiff hereby agrees not to request to opt out or otherwise be excluded from the Settlement Class. Any such request shall be void and of no force or effect.

10.16. Publicity. The Parties will cooperate with respect to any public statements regarding this settlement. The contents of press releases or public statements regarding the Action, this settlement, or this Agreement must be approved by all Parties; provided, however, that such approval will not be unreasonably withheld. In no event shall the Parties or their counsel make any public statements that disparage the business or reputation of the other (or of Plaintiff's Counsel or Doctor's Best's Counsel) based on the subject matter or the conduct of the Action. Such press releases and public statements do not include materials and public websites describing Plaintiff's Counsel's or Doctor's Best Counsel's accomplishments, such as responses to requests for proposals, communications with potential clients, or other marketing materials.

10.17. Notices. All notices to the Parties or counsel required by this Agreement, shall be made in writing and communicated by mail and fax or email to the following addresses:

If to Plaintiff or Plaintiff's Counsel:

Jonathan M. Rotter, Esq.
Danielle L. Manning, Esq.
Glancy Prongay & Murray LLP
1925 Century Park East, Suite 2100
Los Angeles, CA 90067
Telephone: (310) 201-9150
Fax: (310) 432-1495
Email: jrotter@glancylaw.com
dmanning@glancylaw.com

and

Carl L. Stine, Esq.
Matthew Insley-Pruitt, Esq.
Philip M. Black
Wolf Popper LLP
845 Third Avenue
New York, NY 10022
Telephone: (212) 759-4600
Fax: (212) 486-2093
Email: cstine@wolfpopper.com,
minsley-pruitt@wolfpopper.com,
pblack@wolfpopper.com

If to Doctor's Best's Counsel:

Ashley Simonsen, Esq.

Covington & Burling LLP
1999 Avenue of the Stars
Los Angeles, CA 90067
Telephone: (424) 332-4800
Fax: (424) 332-4749
Email: asimonsen@cov.com

Cortlin Lannin, Esq.
Covington & Burling LLP
Salesforce Tower
415 Mission Street, Suite 5400
San Francisco, CA 94105

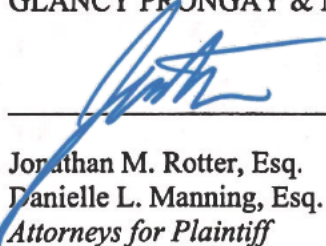
Telephone : (415) 591-7078
Fax : (415) 955-6578
Email: clannin@cov.com

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the last date it is executed by all of the undersigned.

APPROVED AS TO FORM:

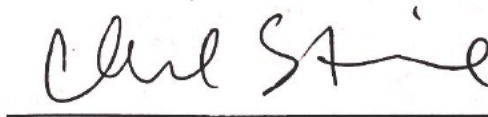
DATED: July 23, 2021

GLANCY PRONGAY & MURRAY LLP


Jonathan M. Rotter, Esq.
Danielle L. Manning, Esq.
Attorneys for Plaintiff

DATED: July 23, 2021

WOLF POPPER LLP


Carl L. Stine, Esq.
Matthew Insley-Pruitt, Esq.
Philip M. Black, Esq.
Attorneys for Plaintiff

DATED: July 22, 2021

COVINGTON & BURLING LLP



Ashley Simonsen, Esq.
Cortlin Lannin, Esq.
Attorneys for Doctor's Best

APPROVED AND AGREED:

DATED: 7/22, 2021

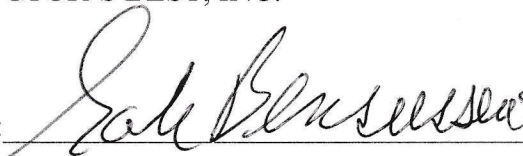
SHARAE CASEY



Sharae Casey
Plaintiff

DATED: 7/23, 2021

DOCTOR'S BEST, INC.

By: 

Name: GALE BENSUSSEN

Title: CEO