

**CIRCUIT COURT OF PHELPS COUNTY
STATE OF MISSOURI**

Vernita Morris, *individually and on behalf of
all others similarly situated*,

Plaintiff,

v.

EVIG, LLC d/b/a Balance of Nature,

Defendant.

No. 25PH-CV-01551

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is entered into by and between Plaintiff Vernita Morris (“Plaintiff”), on behalf of herself and the Settlement Class Members defined below, and Defendant Evig, LLC d/b/a Balance of Nature (“Defendant”). Capitalized terms used herein are defined in Section II of this Agreement or indicated in parentheses elsewhere in this Agreement. Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in the Settlement and upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the Action shall be settled and compromised upon the terms and conditions contained herein.

I. RECITALS

1.1 This case arises out of Plaintiff’s allegations that Defendant labeled, marketed, advertised, and sold Balance of Nature supplements (the “Products”) in false and misleading ways, including that the Products had health benefits they do not have. Defendant denies Plaintiff’s allegations that the Products’ labeling, marketing, or advertising were false and misleading or that consumers suffered any harm or injury as a result.

1.2 The Parties, to avoid the costs, disruption, and distraction of further litigation and without admitting the truth of any allegations made in the Action, or any liability with respect thereto, have engaged in arms-length settlement negotiations that resulted in this Agreement. Those discussions were built on an earlier class action settlement agreement, now terminated, that resulted from a mediation under the supervision of retired United States District Judge Wayne Andersen in the case *Billie Powell, individually and on behalf of all others similarly situated, v. Evig LLC d/b/a Balance of Nature*, Case No. 2422-00555, in the Circuit Court for the City of St. Louis, MO (the “Powell Case”). This Agreement provides greater relief to class members than the now terminated settlement agreement in the Powell Case.

1.3 The undersigned Parties agree, subject to approval by the Court, that the litigation between Plaintiff and Settlement Class Members, on the one hand, and Defendant, on the other hand, shall be fully and finally compromised, settled, and released on the terms and conditions set forth in this Agreement.

1.4 Plaintiff’s counsel has analyzed and evaluated the merits of all Plaintiff’s contentions and this Settlement as it affects Plaintiff and the Settlement Class Members. To facilitate that analysis, Plaintiff’s counsel requested, and Defendant provided, significant document productions, which would have been provided as discovery in this Action, including documents relating to the marketing of the products, a consent decree entered into between Defendant and the U.S. Department of Justice, communications with the Department of Justice regarding that consent decree, documentation that the Food & Drug Administration determined that Defendant “appear[ed] to be in compliance with the Decree, the Federal Food, Drug, and Cosmetic Act (“the Act”), and its implementing regulations” on November 21, 2023, scientific studies explaining the benefits of the Products, and detailed sales and pricing data. Among the

risks of continued litigation are the possibilities that Plaintiff will be unable to prove liability, damages, or entitlement to injunctive relief at trial on a classwide or individual basis.

1.5 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 and conditions 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 Settlement Class Members.

1.6 Defendant, while continuing to deny all allegations of wrongdoing and disclaiming any liability with respect to any and all claims, and further denying that this action or any other action could be maintained as a class action, considers it desirable to resolve the Action on the terms stated herein, in order to avoid further expense, inconvenience, and interference with ongoing business operations, and to dispose of burdensome litigation. Therefore, Defendant has determined that settlement of this litigation on the terms set forth herein is in their best interests and is fair, adequate, and reasonable.

1.7 Defendant hereby consents, solely for the purposes of the Settlement set forth herein, to the certification of the Settlement Class and appointment of Plaintiff's counsel as Class Counsel for the Settlement Class and Plaintiff as Class Representative of the Settlement Class; provided, however, that if this Agreement fails to receive Court approval or otherwise fails to be executed, including but not limited to, the judgment not becoming final as provided in Section V of this Agreement, then Defendant retains all rights and defenses it had immediately preceding the execution of this Agreement to object to the propriety of class certification in all other contexts and for all other purposes, and the litigation of this Action will continue as if the Settlement Class had never been certified. The fact that Defendant conditionally consented herein to certification of

the Settlement Class shall not be used against Defendant by any Party or non-party for any purpose in this Action or any other action, lawsuit, or proceeding of any kind whatsoever.

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

1.9 This Agreement reflects a compromise between 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 or filings in the litigation, or of any fault on the part of Defendant, 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.

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 terms and conditions that follow.

II. DEFINITIONS

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

2.1 “Action” means the class action lawsuit styled as *Vernita Morris v. Evig LLC d/b/a Balance of Nature*, No. 25PH-CV-01551, filed in the Circuit Court of Phelps County, State of Missouri on September 4, 2025.

2.2 “Administration Expenses” means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties appointed by the Parties perform in furtherance of the notice and administration of the Settlement and to secure performance as set forth in this Settlement. Administrative Expenses shall be paid by Defendant from the Total Claim and Administration Amount. In no event shall Administrative Expenses exceed \$175,000.00.

2.3 “Agreement” means this Class Action Settlement Agreement, containing all terms, conditions, and Exhibits, which constitutes the entire agreement between the Parties.

2.4 “Application” means the application to be filed by Class Counsel in this Action by which they will seek a Fee and Expense Award and Class Representative Service Award.

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

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

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

2.8 “Claim Form” means the proposed Claim Form in substantially the form attached hereto as Exhibit A to be used by Settlement Class Members to make a Claim under the Settlement in Tier 1 or Tier 2 (described below), which form is to be approved by the Court and to be posted on the Settlement Website in accordance with Section IV of this Settlement.

2.9 “Claim Period” means the period of time during which a Settlement Class Member must submit a Claim Form to be eligible to receive a monetary Benefit as part of the Settlement, which shall begin on the Notice Date and shall extend for a period of ninety days thereafter. If the Claim Period ends on a weekend or holiday, the Claim Period shall extend to the next business day.

2.10 “Claimant” means a Settlement Class Member who files a Claim seeking a Benefit under this Agreement.

2.11 “Claim Form Deadline” means the date by which a Claim Form must be Postmarked via United States First Class Mail or via electronic submission by 11:59 p.m. central time to be considered timely. The Claim Form Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Settlement Notice and the Claim Form and shall conclude prior to the entry of the Final Approval Order. If the Claim Form Deadline is on a weekend or holiday, the Claim Form Deadline shall extend to the next business day following the weekend or holiday.

2.12 “Class Counsel” means, subject to Court approval, Plaintiff’s counsel, David L. Steelman of Steelman Gaunt Crowley, Stuart L. Cochran of Condon Tobin Sladek Thornton Nerenberg PLLC; Britton D. Monts of the Monts Law Firm; and Mathew H. Armstrong of Armstrong Law Firm LLC.

2.13 “Class Member” means a Person who purchased a Product, except for purposes of resale, in the United States between March 28, 2019, and the date of entry of the Preliminary Approval Order, and who has not received a refund for the Product.

2.14 “Class Notice” or “Settlement Notice” means the Long Form Notice to be posted on the Settlement Website, the Email Notice, and the Postcard Notice as set forth in Exhibits B1–B3 attached hereto and as further explained in Section IV.

2.15 “Class Period” means the period of March 28, 2019, through, and including, the date the Settlement receives preliminary approval from the Court.

2.16 “Class Representative” means, subject to Court approval, Plaintiff Vernita Morris.

2.17 “Class Representative Service Award” means any award sought by Application and approved by the Court that is payable to any Class Representative, up to a maximum total amount of \$5,000 per Class Representative, excluding any Benefit paid to the Class Representative under the Settlement, to compensate each Class Representative for their efforts in bringing the Action and achieving the benefits of this Settlement on behalf of the Settlement Class. The Class Representative Service Award shall be paid out of the Fee Award.

2.18 “Defendant” means Evig LLC d/b/a Balance of Nature.

2.19 “Effective Date” means the fifth business day after the last of the following dates: (a) all Parties and their counsel, Defendant’s counsel, and Class Counsel have executed this Settlement; (b) the Court has entered the Final Approval Order certifying the Settlement Class, approving the Agreement and dismissing the Action with prejudice as to Plaintiff’s and Settlement Class Members’ claims against Defendant; and (c) the time to appeal or to seek permission to appeal from the Court’s approval of the Settlement Agreement has expired or, if appealed, approval of the Settlement Agreement has been affirmed in its entirety by the Court of last resort to which

such appeal has been taken and such affirmance is no longer subject to further appeal or review, or upon the denial of a writ of certiorari to review the order and final judgment from any court, thus making the Final Approval Order a final, non-appealable judgment.

2.20 “Fairness Hearing” and/or “Final Approval Hearing” means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with this Settlement, and where the Court will: (a) determine whether to grant final approval to the certification of the Settlement Class; (b) determine whether to designate Plaintiff as the representatives of the Settlement Class; (c) determine whether to designate Class Counsel as counsel for the Settlement Class; (d) determine whether to grant final approval to the Settlement; (e) rule on Class Counsel’s Application for a Fee and Expense Award; and (f) consider whether to enter the Final Approval Order.

2.21 “Fee Award” or “Fee and Expense Award” means the attorneys’ fees and expenses awarded by the Court to Class Counsel for all the past, present, and future attorneys’ fees, costs (including court costs), expenses, and disbursements incurred by them and their experts, staff, and consultants in connection with the Action. In no event shall this amount exceed \$2.575 million.

2.22 “Final Approval Order” means the issuance of an order, substantially in the form of Exhibit E, granting final approval of this Agreement as binding upon the Parties; holding this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves as provided below; ordering that the settlement relief be provided as set forth in this Agreement; ordering the Releases as set forth in Section VIII of this

Agreement; entering judgment in this case; and retaining continuing jurisdiction over the interpretation implementation, and enforcement of the Settlement.

2.23 “Household” means any number of Persons cohabitating in the same dwelling unit or physical address.

2.24 “Labeling” means the display of written, printed, or graphic matter upon the packaging of the Product, as well as written, printed, or graphic matter designed for use in the marketing, distribution, or sale of the Product, including information found on Defendant’s websites or in any other media format describing, explaining, and/or promoting the Product(s).

2.25 “Notice Plan” means the Settlement Notice plan, in substantially the forms attached hereto as Exhibits B1, B2, B3 and a Settlement Website, developed by the Settlement Administrator to notify the Settlement Class of the Settlement Notice and to command the Class Members’ attention about their rights under the Settlement. Notice will be one-time and direct using email addresses of Class Members. If some email addresses are not available, notice will be provided once using First Class Postcard Notice in substantially the same form as attached Exhibit B2 in the manner prescribed in Section 4.3. The Parties and the Claims Administrator will cooperate to facilitate direct notice to customers from amazon.com and walmart.com.

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

2.27 “Notice Date” means the date on which the Settlement Administrator commences disseminating the Settlement Notice consistent with the Preliminary Approval Order. The Settlement Notice Date shall be no later than thirty days after the Court’s entry of the Preliminary

Approval Order. The dissemination of the Settlement Notice shall be completed no later than forty-five (45) days after the Court's entry of the Preliminary Approval Order.

2.28 "Objection" means an objection filed with the Court by a member of the Settlement Class, objecting to any aspect of the Settlement.

2.29 "Objection Deadline" means 60 days after the Settlement Notice Date.

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

2.31 "Opt-Out Deadline" means 60 days after the Settlement Notice Date.

2.32 "Parties" (or "Party" individually) means Plaintiff and Defendant.

2.33 "Person" means any natural person, corporation, partnership, business organization or association, or other type of legal entity.

2.34 "Plaintiff" means Vernita Morris.

2.35 "Postmarked" means that any document mailed bears on the envelope an official mark or stamped affixed by the U.S. Postal Service ("USPS") or other recognized postal authority indicating the date and location at which the item was accepted for mailing. To the extent any mailed item received in this case does not have a legible postmark indicating the date of receipt by the USPS, the item shall be deemed to have been Postmarked on the date of receipt by the Settlement Administrator.

2.36 "Preliminary Approval Order" means an order, in substantially in the form of the Proposed Preliminary Approval Order attached hereto as Exhibit D, granting preliminary approval to this Agreement as within the range of possible final approval; approving the Notice Plan and

Settlement Notice as described in Section IV below; and setting a hearing to consider final approval of the Settlement and any objections thereto.

2.37 “Product” and/or “Products” means all Balance of Nature supplements sold during the Class Period, including Balance of Nature Fruits capsules (“Fruits”), Balance of Nature Veggies capsules (“Veggies”), and Balance of Nature Fiber & Spice powder (“Fiber & Spice”), any one of which is a “Product Line.” Exhibit C.

2.38 “Proof of Purchase” means a digital or physical receipt, order confirmation, account order history (relevant portion), or other digital or physical documentation from Defendant, amazon.com or walmart.com, which reasonably establishes the fact of purchase of the Product during the Class Period in the United States.

2.39 “Proposed Preliminary Approval Order” means the order attached hereto as Exhibit D.

2.40 “Releases” means the release of all claims contained in Section VIII of this Settlement.

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

2.42 “Released Parties” means Defendant Evig LLC d/b/a Balance of Nature and each of their past, present, and future parent companies, related companies, successors in interest to the Balance of Nature brand or the Products, direct and indirect subsidiaries, and affiliates, including all former, present, future officers, directors, managers, members, employees, owners, shareholders, consultants, insurers, agents, representatives, successors, attorneys, and assigns of any of the foregoing. For the avoidance of doubt, Released Parties shall include all persons or entities in the stream of commerce for the development, manufacturing, labeling, marketing,

advertising, sale, and/or distribution of the Products, and shall also include Douglas Lex Howard and Dr. Douglas S. Howard.

2.43 “Releasing Parties” means Plaintiff, all Settlement Class Members, Class Counsel, and any Person claiming by, through, or on behalf of the foregoing, including any Person claiming to be the foregoing’s spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assigns, representative of any kind, shareholder, partner, director, employee or affiliate.

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

2.45 “Settlement Administrator” means Angeion Group, the independent entity selected mutually by the Parties to administer the Settlement and to be approved by the Court. All costs of the Settlement Administrator will be paid by Defendant subject to Section VIII.

2.46 “Settlement Class” means: all Persons who purchased the Product in the United States during the Class Period. Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Product for resale; (b) all Persons who received a refund in an amount that equals or exceeds the amount paid for the Product; (c) Evig LLC and its directors, officers, employees, principals, affiliated entities, legal representatives, successors and assigns; (d) any Person who files a valid, timely Opt-Out request; (e) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); and (f) the Judge in this case, the Honorable Wayne R. Andersen (Ret.), any members of their immediate families, and any members of their chambers’ staffs.

2.47 “Settlement Class Members” means all Persons who are members of the Settlement Class and who do not exclude themselves from the Settlement Class in the manner and time prescribed by the Court in the Preliminary Approval Order.

2.48 “Settlement Notice” or “Class Notice” means a Long Form Notice substantially in the form attached as Exhibit B1 to be posted on the Settlement Website, the Email Notice substantially in the form attached as Exhibit B2, and the Postcard Notice substantially in the form attached as Exhibit B3 to be disseminated in accordance with Section IV of this Agreement.

2.49 “Settlement Website” means the website to be created for this Settlement that will include information about the Action, the Settlement, and relevant documents, as well as electronic and printable forms relating to the Settlement, including the Claim Form, which can be submitted online or printed and mailed, and which Settlement Class Members can visit to read or request additional information regarding the Settlement. The Settlement Website shall be www.supplementsettlement.com.

2.50 “Tier” means the category a Settlement Class Member elects to receive payment of a Benefit from Defendant.

2.51 “Total Claim and Administration Amount” means the monetary relief available to Settlement Class Members for payment of all Valid Claims and Administrative Expenses, in an aggregate amount not to exceed the Total Settlement Amount less the Fee and Expense Award and Class Representative Service Award. The Total Claim and Administration Amount represents the limit and extent of Defendant’s monetary obligations under this Settlement for the payments directly to Class Members and for Administrative Expenses. The Fee Award and the Class Representative Service Award are not part of the Total Claim and Administration Amount.

2.52 “Total Settlement Amount” means the limit and extent of Defendant’s monetary obligations under this Settlement, which includes and shall be limited to the Total Claim and Administration Amount and the Fee Award (including the Class Representative Service Award), which sum is and shall not in any circumstance exceed \$9.95 million in the aggregate.

2.53 “Unit” means a single bottle of any of the Products. By way of example, a Tier One Claim for 5 Units means that the Settlement Class Member is seeking \$30.00 (\$6.00 per Unit x 5 Units = \$30.00) before adjustments by the Settlement Administrator. If the Settlement Class Member made a single purchase of the Balance of Nature Whole Health System, which includes one bottle each of Fruits, Veggies, and Fiber & Spice, he or she has purchased 3 Units.

2.54 “Valid Claim” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the directions accompanying the Claim Form and the provisions of the Settlement; (b) on the initial submission, accurately, fully and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and Postmarked by the Claims Deadline, or, if submitted online, is submitted by 11:59 p.m. central time on the Claims Deadline; and (e) determined to be valid and not fraudulent by the Settlement Administrator.

III. SETTLEMENT BENEFITS AND CLAIMS ADMINISTRATION

3.1 Subject to the rights and limitations set forth in this Agreement, every Class Member shall have the right to submit a claim for a Benefit. 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 Class Member, or any other Person, except as expressly provided herein.

3.2 At the election of the Class Member, a Claim Form may be submitted in paper via first class mail or online at the Settlement Website. A Claim Form must be Postmarked to the Settlement Administrator or submitted online no later than the Claims Deadline. A Claim Form Postmarked or submitted online after that date, or that is received in paper form without a legible Postmark after the Claims Deadline, will not be a Valid Claim. The Settlement Administrator shall track Claim Forms with unique security identifiers or control numbers. For Claim Forms that are submitted online, the Class Member shall have the opportunity to upload Proof of Purchase image files (e.g., jpeg, tif, pdf). Proof of Purchase must be uploaded prior to the Claims Deadline.

3.3 On the Claim Form, the Class Member must provide and certify the truth and accuracy of the following information 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 Settlement Administrator:

- (a) The Class Member's name and mailing address;
- (b) The Class Member's email address (unless the Class Member returns the Claim Form by mail, in which case an email address is optional);
- (c) The number of Units purchased during the Class Period, and the manner of (Defendant's toll free number, balanceofnature.com, amazon.com or walmart.com, or any combination thereof);
- (d) That the Class Member has not received a refund for any of the Products for which he or she seeks a Benefit; and
- (e) That the claimed purchases were not made for the purpose of resale.

3.4 Each Settlement Class Member who submits a Valid Claim, as determined by the Settlement Administrator, shall receive a Benefit. In consideration for the Settlement and Releases

given herein and subject to the rights, terms, and conditions of this Agreement, Defendant will pay or cause to be paid Valid Claims based upon the election of the Settlement Class Member and for which the Settlement Class Member qualifies:

Tier 1. Settlement Class Members who elect to fill out the Claim Form for a Tier 1 claim and who have valid Proof(s) of Purchase may recover up to a maximum of \$6.00 per Unit, limited to 5 Units per Household for a maximum benefit of \$30.00 per Household; or

Tier 2. Settlement Class Members who elect to fill out the Claim Form for a Tier 2 claim and who do not have a valid Proof of Purchase may recover up to a maximum of \$4.00 per Unit per Household, limited to 2 Units, or \$8.00 per Household.

For the avoidance of doubt, each Settlement Class Member may file only a single Claim electing either Tier 1 or Tier 2. Only one Claim per Household is eligible. Additionally, the actual amount paid to Settlement Class Members may depend upon the number of Valid Claims.

3.5 If the total amount of Valid Claims and Administrative Expenses, Fee Award, and Service Award in the aggregate exceeds \$9,950,000, then the Benefit payable to each Claimant for any Valid Claim shall be proportionately reduced, such that Defendant's maximum liability for Valid Claims and Administrative Expenses, Fee Award, and Service Award under this Agreement shall not exceed the Total Settlement Amount.

3.6 The Settlement Administrator shall be responsible for, among other things, providing the Class Notice as set forth in the Notice Plan, processing Claim Forms and administering the Settlement Website, Opt-Out process, and Benefit claims process described herein (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding Opt-Out requests from the Settlement Class). The

Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent Claims and to pay only Valid Claims. The Settlement Administrator and Parties shall have the right to audit Claims, and the Settlement Administrator may request additional information from Claimants. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties can require information from the Settlement Class Members (including by cross-examination) or deny claims, subject to the supervision and agreement of the Parties.

3.7 The determination of validity of Claims shall occur within thirty days of the Effective Date. The Settlement Administrator shall approve or deny all Claims, and its decision shall be final and binding, except that Plaintiff's counsel and Defendant shall each have the right to audit claims and require that the Settlement Administrator request additional information from the Settlement Class Members who submitted a Claim Form. Defendant's choice not to audit the validity of any one or more Claim Form shall not constitute or be construed as a waiver or relinquishment of any audit or other rights as to any other Claim Form, individually or as a group, and similarly shall not be construed as a waiver or relinquishment by the Party as to any of its audit and other rights under this Agreement. Nothing in this Agreement or claims process creates a claim by any Person against Class Representative, Defendant, Defendant's counsel, or the Settlement Administrator based on any determination of a Valid Claim, distributions, or awards made in accordance with this Agreement and the Exhibits hereto, and all relief shall be solely as provided in this Agreement and by its Claims process. Neither Plaintiff nor Defendant, nor their counsel, shall have any liability whatsoever for any act or omission of the Settlement Administrator.

3.8 Valid Claims shall be paid by Benefit Check or by electronic payment (PayPal, Venmo, Zelle, or Virtual Prepaid Card) to the Settlement Class Members and either sent to the

email address or mobile number provided or mailed to the address provided on the Claim Form as updated in the National Change of Address Database, within forty-five days after the latest of (i) the Settlement Administrator has completed all requested audits initiated subject to Section 3.7; (ii) the Settlement Administrator has provided a final pay deck to Defendant; and (iii) the Effective Date. Notwithstanding the foregoing, in the event that the Effective Date has not been reached due to an appeal from final approval that challenges only the Fee Award and/or the Class Representative Service Awards and does not challenge any other aspect of the Settlement and does not raise an argument, theory, or issue that could result in the reversal of final approval or modification of other terms of the Settlement, then the failure to reach the Effective Date shall not preclude payment of Valid Claims.

3.9 All Benefit Checks shall be subject to a ninety-day void period, after which the checks shall no longer be negotiable. If a Benefit Check is not negotiated, the Settlement Class Member shall not be entitled to any further payment under this Agreement. If the Benefit Check is returned as undeliverable, the Settlement Administrator shall send an email to the Claimant, if an email address was provided with the Claim, to attempt to obtain a better address, and if obtained, shall mail the Benefit Check to the new address, but shall have no other obligation to skip-trace or obtain an updated address. If no email address was provided with the Claim, the Settlement Administrator shall attempt to locate the address or perform a skip-trace of the Claimant for purposes of issuance of a Benefit Check. The return or failure to cash checks shall have no effect on a Settlement Class Member's release of claims, obligations, representations, or warranties as provided herein, which shall remain in full effect.

3.10 No deductions for taxes will be taken from any Benefit at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Benefits. All Benefit Checks shall be deemed to be paid solely in the year in which payments are actually issued. The

Parties do not purport to provide legal advice on tax matters to each other or Settlement Class Members. 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 for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

3.11 Defendant shall be responsible for paying all fees and expenses incurred by the Settlement Administrator in administering claims and performing the other tasks set forth in this Section III, subject to the limits set forth herein.

IV. NOTICE PLAN

4.1 Prior to the Class Notice Date, the Settlement Administrator shall establish the Settlement Website, which shall contain the Settlement Notice with a clickable table of contents, answers to frequently asked questions, a contact information page that includes the address for the Settlement Administrator and addresses and telephone numbers for Class Counsel and Defendant's counsel as well as the Settlement Agreement, signed Preliminary Approval Order, downloadable and online version of the Claim Form, and an online version of a form by which Settlement Class Members may Opt-Out of the Settlement Class. Once filed, the Motion for Final Approval of the Settlement and the Motion for Application of the Fee and Expense Reward and Class Representative Service Awards will also be available on the Settlement Website.

4.2 The Settlement Website shall remain accessible until one-hundred-eighty days after all Benefit Checks are distributed.

4.3 In addition to the Settlement Website, direct notice shall be provided once to Settlement Class Members using email addresses. If an email address for a Class Member is not provided or if the Email Notice is returned to sender, a Postcard Notice will be sent once via First

Class mail. The Parties and the Claims Administrator shall use their best efforts to ensure direct notice is provided to customers from amazon.com and walmart.com as well. It is understood by the Parties that Amazon and Walmart do not disclose the names, email addresses or mailing addresses of its purchasers or their order history to anyone, including its third-party sellers, like Defendant. Amazon has already agreed to send email notices to Class Members who purchased the Product on the amazon.com website notifying them of the Settlement and providing them with a hyperlink to the Settlement Website.

4.4 The Parties shall supervise the Settlement Administrator in the performance of the notice functions set forth in this Section, including but not limited to review of the Settlement Website prior to publication. The Parties shall mutually approve the Notice Plan before it is executed.

V. CLASS COUNSEL’S APPLICATION FOR A FEE AND EXPENSE AWARD AND CLASS REPRESENTATIVE SERVICE AWARDS

5.1 The Parties agree, subject to Court approval, that David L. Steelman of Steelman Gaunt Crowley, Stuart L. Cochran of Condon Tobin Sladek Thornton Nerenberg PLLC; Britton D. Monts of the Monts Law Firm; and Mathew H. Armstrong of Armstrong Law Firm LLC shall be appointed Class Counsel, without prejudice to Defendant’s right to contest the appointment in the event that this Agreement is not fully implemented in accordance with its terms. If the Settlement is not approved or this Agreement fails to be implemented fully, Defendant reserves all rights to object to any subsequent motion to appoint class counsel in these or any other actions.

5.2 No later than thirty days prior to the Objection Deadline, Class Counsel will submit to the Court the Application seeking a Fee and Expense Award and Class Representative Service Award, which shall not exceed \$2.575 million (28.6% of the Total Settlement Amount). In addition, the Class Representative may seek a Class Representative Service Award in the amount

of \$5,000.00, to be paid from the Fee Award as compensation for her efforts in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class.

5.3 The Fee and Expense Award and Class Representative Service Award shall be paid to Class Counsel in accordance with the Effective Date; however, if payment of the Fee and Expense Award and Service Award would cause Defendant to exceed the Total Settlement Amount, the Fee and Expense Award and Service Award, shall be reduced by such excess amount.

5.4 Court approval of Class Counsel's Fee Award and Class Representative Service Award will not be a condition of the Settlement. If the Court denies, in whole or part, Class Counsel's Application for a Fee Award and/or Class Service Award, or if any Fee Award or Class Service Award ordered by the Court is the subject of any appeal, the remainder of the terms of this Agreement shall remain in effect. In addition, no interest will accrue on such amounts at any time. Neither Class Counsel nor Plaintiff will request, nor will they accept, any award inconsistent with these terms.

5.5 Defendant takes no position with respect to the Fee Award and Class Representative Service Award. Defendant will make payment within thirty business days after the Effective Date or after directed to do so by the Court, whichever is later.

5.6 The Fee Award as set forth in this Section V shall be the total obligation of Defendant to pay attorneys' fees and expenses of any kind to Class Counsel in connection with this Action and this Settlement. In no event shall Defendant be obligated to pay to Class Counsel any amount greater than the amount set forth herein, and in no event shall payment of the Fee Award cause Defendant's payments under this Settlement to exceed the Total Settlement Amount. Defendant takes no position on and has no responsibility for the allocation of any attorneys' fees awarded to Class Counsel by the Court other than as described in the Settlement Agreement.

5.7 Any payment of a Class Representative Service Award by the Court as set forth in this Section V and Benefit from the submission of a Valid Claim shall be the total obligation of Defendant to pay money to the Class Representative in connection with this Action and this Settlement. In no event shall Defendant be obligated to pay to Plaintiff any amount greater than the amount set forth herein other than for a Valid Claim pursuant to Section III of this Agreement.

5.8 Class Counsel shall provide Defendant with all necessary accounting and tax information, including W-9 forms, with reasonable advance notice to allow Defendant to make the Fee Award payment as set forth above. Once Defendant makes the Fee Award payment as directed in writing by Class Counsel, Defendant shall have no further obligation to pay any additional sums to Class Counsel and shall be held harmless and indemnified by Class Counsel for the division and disbursements of the Fee Award amongst and between Class Counsel. Class Counsel shall disburse the Service Award to Plaintiff and Defendant has no obligation to do so. Class Counsel will obtain a W-9 form from Plaintiff.

5.9 Defendant shall be responsible for paying their own attorneys' fees and expenses.

VI. CLASS SETTLEMENT PROCEDURES

6.1 Settlement Approval. As soon as practicable after the signing of this Agreement, Plaintiff shall move for an order granting Preliminary Approval to this Agreement as within the range of possible final approval; conditionally certifying the Settlement Class for purposes of this Settlement only; approving the Settlement Notice and Notice Plan as described in Section IV above; and setting a hearing to consider final approval of the Settlement and any Objections thereto. Defendant shall have no obligation to make separate filings in support of the motion. Defendant shall appear at the hearing to confirm their agreement with the terms of the Settlement as provided herein.

6.2 Final Approval Order and Judgment. No later than thirty-five days prior to the hearing on final approval, Plaintiff shall move for entry of an order of final approval, 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 herein, and ordering that the settlement relief be provided as set forth in this Agreement, ordering the releases as set forth in Section VIII, and entering judgment in this case. Defendant shall have no obligation to make separate filings in support of the motion. Defendant shall appear at the hearing to confirm their agreement with the terms of the Settlement as provided herein.

6.3 Objections. Any Class Member, on his or her own, or through an attorney hired at his or her own expense, may object to the terms of the Settlement. Any such Objection must be filed with the Court and served to Class Counsel, Defendant's counsel, and the Settlement Administrator no later than the "Objection Deadline." To be effective, any such Objection must be in writing and include the contents described below:

- (a) A reference at the beginning to this case, *Vernita Morris v. Evig LLC d/b/a Balance of Nature*, filed in the Circuit Court of Phelps County, State of Missouri;
- (b) The name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel;
- (c) A written statement of all grounds for the Objection, accompanied by any legal support for such Objection;
- (d) Whether he/she intends to appear at the Final Approval Hearing, either with or without counsel;
- (e) Whether he/she intends to present evidence at the Final Approval Hearing and a disclosure of the evidence to be presented sufficient to put the Parties on notice of

the same, including identity of any witnesses or documents to be used, either with or without counsel;

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

Any Class Member who fails to timely file and serve a written Objection containing substantially all of the information listed in the items (a) through (g) of the previous paragraph, including notice of his/her intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.

Any Class Member who submits a timely written Objection may be subject to a deposition at the request of Class Counsel or Defendant's counsel, to occur at least ten days prior to the Final Approval Hearing. Any objector who fails to make him or herself reasonably available for a timely deposition or fails to appear at a deposition may be deemed to have withdrawn his or her objection.

If any Objection is received by the Settlement Administrator, the Settlement Administrator shall forward the Objection and all supporting documentation to counsel for the Parties. At least fourteen days prior to the Final Approval Hearing, Plaintiff's Class Counsel shall submit all such Objections and supporting documentation with the Court. The failure of the Class Member to

comply with the filing requirements of this Section 6.4 shall be grounds for striking and/or overruling the Objection, even if the Objection is submitted to the Settlement Administrator.

A 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 Class Member shall not be entitled to an extension to the Claim Filing Deadline merely because the Class Member has also submitted an objection.

6.4 Opt-Out Requests. To Opt-Out, a Class Member must complete the online exclusion form on the Settlement Website, download it, and submit it to the Settlement Administrator online at www.supplementsettlement.com or by first class mail. Opt-Out requests mailed by first class mail must be Postmarked to the Settlement Administrator by the Opt-Out Deadline or they shall not be valid. Class Members who elect to Opt-Out from this Settlement shall not be permitted to object to this Settlement or to intervene. Class Members shall be encouraged, but not required, to provide their email addresses in their requests for exclusion. The Opt-Out request must be submitted online by no later than 11:59 p.m. on the Opt-Out Deadline or, if mailed, must be Postmarked to the Claim Administrator no later than the Opt-Out Deadline. If mailed, the Opt-Out request must be signed by the Class Member, contain their full name, address, and phone number(s), and the following statement: “I/We request to Opt-Out from the settlement in the Balance of Nature Action.”

At least five days prior to the Final Approval Hearing, the Settlement Administrator shall prepare a list of the names of the persons who, pursuant to the Settlement Notice, have Opted Out from the Settlement Class in a valid and timely manner, and Class Counsel shall file that list with the Court.

If a 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.

6.5 Effect if Settlement Not Approved or Agreement is Terminated. This Agreement was entered into only for purposes of Settlement. In the event that preliminary or final approval of this Settlement and this Agreement do not occur for any reason, or if the Final Approval Order is vacated or reversed on appeal, or the Agreement is terminated pursuant to Section 12.1, then no term or condition of this Agreement, or any draft thereof, or discussion, negotiation, documentation, or other part or aspect of the Parties' Settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the Action, or in any other proceeding (unless Class Counsel and Defendant mutually agree in writing to proceed with this Agreement); and the Action shall continue as if the Settlement had not occurred. 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. Even in the event of termination of the Agreement, Defendant shall bear all costs and expenses as set forth in Section VII of this Agreement, and all costs and expenses incurred prior to the termination date by the Settlement Administrator in administering claims, as provided in Section VII of this Agreement. In the event of termination of the Agreement, the Parties bear their own attorneys' fees and costs.

VII. COSTS OF NOTICE AND ADMINISTRATION

In addition to providing to Settlement Class Members the Benefits described in Section III above, Defendant will pay actual fees and expenses of the Settlement Administrator up to, but not to exceed, \$175,000.00 for: (a) the costs of preparing and disseminating the Class Notice under

the Notice Plan provided for in Section IV above; and (b) the other Administration Expenses. Notwithstanding anything to the contrary herein, Defendant shall not be responsible for any cost that may be incurred by, on behalf of, or at the direction of, Plaintiff or Class Counsel in: (a) responding to inquiries about the Agreement, the Settlement, or the Action; (b) defending the Agreement or the Settlement against any challenge to either or both of them; or (c) defending against any challenge to the Preliminary Approval Order, Final Approval Order, or judgment entered pursuant to the Agreement.

VIII. RELEASES

8.1 Released Claims means the following:

- (a) any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, that actually were, or could have been, asserted in the Litigation, whether based upon any violation of any state or federal statute or common law or regulation or otherwise, or arise directly or indirectly out of, or in any way relate to: (i) the allegations, claims, or contentions that were, or could have been, asserted in the Litigation, including but not limited to allegations, claims, or contentions related in any way to the advertising, labeling (including but not limited to packaging), marketing, claims, or representations of any type whatsoever regarding the Products;
- (b) Plaintiff, Settlement Class Members, and Defendant expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiff, Settlement Class Members, and Defendant 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 Defendant with the knowledge of the possibility of such unknown claims, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiff, Settlement Class Members, and Defendant expressly waive all provisions, rights and benefits of laws such as California Civil Code Section 1542, which 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.”

Plaintiff, Settlement Class Members, and Defendant hereby incorporate any equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law.

(c) Each and every term of this Section shall be binding upon, and inure to the benefit of Plaintiff, Settlement Class Members and the Released Parties, and any of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, owners, successors, predecessors-in-interest, and assigns, which persons are intended to be beneficiaries of this Section.

(d) All personal injury claims are expressly excluded from the Released Claims.

8.2 Upon the Effective Date and without any further action by the Court or by any Party to this Agreement, the Releasing Parties for good and sufficient consideration, the receipt and

adequacy of which is acknowledged, shall be deemed to, and shall, in fact, have remised, released and forever discharged any and all Released Claims against any of the Released Parties.

8.3 None of the above releases include releases of causes of action to enforce the terms of the settlement.

8.4 The Final Approval Order shall further provide for and effect the release of all actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorneys' fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, that Releasing Parties now have or may have against the Released Parties by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of the Action or the claims and defenses asserted in the Action. The Released Parties may file the Agreement and/or the Final Approval order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

8.5 Notwithstanding the above, the Court shall retain exclusive jurisdiction over the Parties and the Agreement with respect to the future performance of the terms of the Agreement, and to assure that all payments and other actions required of any of the Parties by the Settlement are properly made or taken.

IX. FINAL JUDGMENT AND SETTLEMENT APPROVAL

This Agreement is subject to and conditioned upon the issuance by the Court of the Final Approval Order that finally certifies the Settlement Class for the purposes of this Settlement, grants final approval of the Agreement, and provides the relief specified herein, which relief shall be

subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

X. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to, and agrees with, the other Party as follows:

10.1 Each Party has had the opportunity to receive, and has received, independent legal advice from his or her or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

10.2 Defendant represents and warrants: (a) that it has the requisite corporate power and authority to execute, deliver, and perform the Agreement and to consummate the transactions contemplated hereby; (b) that the execution, delivery, and performance of the Agreement and the consummation by them of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Defendant; and (c) that the Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid, and binding obligations.

10.3 Plaintiff represents and warrants that she is entering into the Agreement on behalf of herself individually and as a proposed representative of the Settlement Class Members, of her own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Plaintiff represents and warrants that she has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable, and covenants that he/she will not file an Opt-Out request from the Settlement Class or object to the Agreement.

10.4 Plaintiff represents and warrants that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that Plaintiff has or may have arising out of

the Action or pertaining to her purchase and/or use of the Product and/or the design, manufacture, testing, advertising, promoting, marketing, labeling, packaging, or sale of the Product otherwise referred to in this Agreement, and no portion of any recovery or settlement to which Plaintiff may be entitled, has been assigned, transferred, or conveyed by or for Plaintiff in any manner; and no Person other than Plaintiff has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement.

10.5 No Party relies or has relied on any statement, representation, omission, inducement, or promise of the other party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, or entering the Settlement provided for herein, except as expressly stated in this Agreement.

XI. NO ADMISSIONS OF FAULT

The Agreement and every Agreement and term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by Plaintiff, Defendant, any Settlement Class Member, or any Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing, or otherwise of such Party.

XII. MISCELLANEOUS PROVISIONS

12.1 Termination of Agreement. Except for changes to the time periods and extensions as set forth in Sections 12.3 and 12.4, and except as set forth in Section 6.5 of this Agreement, 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 Long Form Notice, the Email Notice, the Postcard Notice, 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 (including if the Court refuses to certify the Settlement Class and/or modifies the definition of the class), or any other court, or if any federal or state authority requires modifications to the Agreement, any Party whose rights or obligations are affected by the alteration or amendment may terminate this Agreement, consistent with applicable law, upon written notice to the other Party. Subject to Section 6.5, the contractual right to terminate this Agreement pursuant to this Section expires as of the date a Final Approval Order and Judgment is entered. Except as expressly provided for in this Agreement, no Party shall be entitled to unilaterally terminate this Agreement for any reason.

12.2 Entire Agreement. This Agreement, together with the Exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of the Settlement and supersedes all prior negotiations, communications, memoranda, and agreements between the Parties except for any prior agreements between the Parties with respect to the confidential production of documents or with respect to the removal of this case to federal court. Neither the Plaintiff nor the Defendant are entering into this Agreement in reliance upon any representations, warranties, or inducements other than those contained in this Agreement or any prior agreements with respect to the confidential production of documents or the removal of this case to federal court.

12.3 Change of Time Periods. 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 Defendant's Counsel, without

notice to Class Members except that the Settlement Administrator shall ensure that such dates are posted on the Settlement Website.

12.4 Extension 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.

12.5 Media and Contact of Class Members. Neither Party may make any press release or other similar public statements about this Settlement without the consent of the other Party. To avoid contradictory, incomplete, or confusing information about the Settlement, the Parties agree that if they make any written press releases or statements to the media about the Settlement before the conclusion of the Claim Period, such releases or statements will be approved by the Parties in advance and, where desired by the other Party, made jointly. Except as noted herein and by mutual agreement of the Parties, the Settlement Notice shall constitute the only communication with Class Members regarding the Settlement prior to the Final Fairness Hearing. Notwithstanding, Class Counsel may communicate freely with Plaintiff and will refer any inquiries initiated by Class Members to the Settlement Administrator unless the Parties agree otherwise, who shall advise the Parties of such inquiries and responses, except to the extent that a Class Member seeks legal advice from Class Counsel. Class Counsel may also communicate with any objector to the Settlement or their attorney and will advise Defendant of any such communications. Defendant may continue to operate its business, which may include communicating with Class Members for the purpose of its normal course of business and will refer any Class Member inquiries made to Defendant about this Agreement to the Settlement Administrator.

12.6 Cooperation. Defendant, Plaintiff, and their respective counsel agree to prepare and execute any additional documents that may reasonably be necessary to effectuate the terms of

this Agreement. The Parties shall cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities. Defendant is willing to consider providing Class Counsel such confirmatory discovery as is reasonably necessary in connection with this Agreement.

12.7 Plaintiff's Authority. Class Counsel represent and warrant that they are authorized to take all appropriate actions required or permitted to be taken by or on behalf of the Plaintiff and, subsequent to an appropriate Court Order, the Settlement Class in order to effectuate the terms of this Agreement and are also authorized to enter into appropriate modifications or amendments to this Agreement on behalf of the Plaintiff and, subsequent to an appropriate Court Order, the Class Members.

12.8 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Missouri, without regard to Missouri's conflict-of-laws principles.

12.9 Stay Pending Court Approval. Class Counsel and Defendant's counsel agree to stay all proceedings, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. If, despite the Parties' best efforts, this Agreement should fail to become effective, the Parties will return to their prior positions in the Action, in accordance with Section 6.6 of this Agreement.

12.10 Construing the Agreement. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by counsel for only one of the Parties. It is recognized that this Agreement is the result of arm's-length negotiations between the Parties and it is acknowledged that all Parties have contributed substantially to the preparation of this Agreement; accordingly, the doctrine of *contra proferentem* shall not apply in construing this Agreement, nor shall any other such similar doctrine apply.

12.11 Evidentiary Preclusion. The Parties agree that, to the fullest extent permitted by law, neither this Agreement nor the Settlement, nor any act performed nor document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any Released Party or the appropriateness of class certification in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. In addition, any failure of the Court to approve the Settlement and/or any objections or interventions may not be used as evidence in the Action or any other proceeding for any purpose whatsoever. However, the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.12 Effect of Non-Approval. In the event that this Agreement is not approved by the Court in substantially its present form, any Objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason including Termination pursuant to Section 12.1 above, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties or the Class Members, and shall not be used in this Action or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc. In such event, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection with this Agreement shall be without prejudice to any Party or Class Member and

shall not be admissible or offered into evidence in any action or proceeding, and shall not be deemed, asserted, or construed to be an admission or confession by any Party or any other Person or entity of any fact, matter, or proposition of law, and shall not be used or asserted in any other manner or for any purpose, and all Parties and Class Members shall stand in the same position as if this Agreement and Settlement had not been negotiated, made, or submitted to the Court.

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

12.14 Notices. Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by United States First Class Mail and email to:

1. If to Plaintiff or Class Counsel:

Stuart L Cochran
CONDON TOBIN SLADEK THORNTON NERENBERG PLLC
8080 Park Lane, Ste 700
Dallas, Texas 75231
Email: scochran@condontobin.com

2. If to Defendant or Defendant's counsel:

Daniel J. Hay
Sidley Austin LLP
1501 K Street, N.W.
Washington, DC 20005
Email: dhay@sidley.com

12.15 Good Faith. The Parties agree that they will act in good faith to promote the consummation of this Settlement and achievement of an Effective Date and will not engage in any conduct that will or may frustrate the purpose of this Agreement.

12.16 Protective Orders. All agreements or orders regarding the confidentiality of documents and information remain in effect, and all Parties and counsel remain bound to comply with such agreements or orders, including the provisions to certify the destruction of “Confidential” documents.

12.17 Binding on Successors. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Plaintiff, Settlement Class Members, and Defendant.

12.18 Arm’s-Length Negotiations. The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement have been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel and under the supervision of, and upon specific recommendations provided by, the Honorable Wayne R. Andersen (Ret. U.S. District Judge).

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

12.20 Variance. In the event of any variance between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the Exhibit(s).

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

12.22 Attorneys’ Fees. Notwithstanding any of the provisions herein, if any Party finds it necessary to institute legal proceedings to enforce another Party’s obligation under this Agreement, the prevailing party in any such action shall be entitled to recover its reasonable attorneys’ fees and costs.

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

Dated this 24th day of September, 2025.


Vernita Morris
Plaintiff

Date: 9/24/2025


David L. Steelman
Counsel for Plaintiff

Date: 9/24/2025

Stuart L. Cochran
Counsel for Plaintiff

Date: _____

Matthew H. Armstrong
Counsel for Plaintiff

Date: _____

Britton D. Monts
Counsel for Plaintiff

Date: _____

Evig, LLC d/b/a Balance of Nature
By: Nate Hadley
Its: EVP

Date: _____

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by their duly authorized representatives.

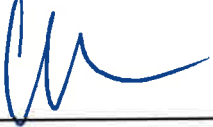
Dated this 24th day of September 2025.

Vernita Morris
Plaintiff

Date: _____

David L. Steelman
Counsel for Plaintiff

Date: _____



Stuart L. Cochran
Counsel for Plaintiff

Date: 9.24.25

Matthew H. Armstrong
Counsel for Plaintiff

Date: _____

Britton D. Monts
Counsel for Plaintiff

Date: _____

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By: _____
Its: _____

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Date: _____

Matthew H. Armstrong
Counsel for Plaintiff

Date: _____

Britton D. Monts
Counsel for Plaintiff

Date: _____



Evig, LLC d/b/a Balance of Nature
By: Nate Hadley
Its: Executive Vice President

Date: 9/24/2025

LIST OF EXHIBITS

Exhibit A: Claim Form
Exhibit B1: Long Form Settlement for Settlement Website
Exhibit B2: Email Notice
Exhibit B3: Postcard Notice
Exhibit C: List of Products
Exhibit D: Proposed Preliminary Approval Order
Exhibit E: Proposed Judgment/Final Approval Order

EXHIBIT A

(Claim Form)

IMPORTANT LEGAL MATERIALS

CLAIM FORM — NATIONWIDE SETTLEMENT

GENERAL INSTRUCTIONS

You may submit a Claim for a Benefit Check under this Settlement if you purchased any **Balance of Nature Product** in the United States between March 28, 2019, and [date of preliminary approval]. The Balance of Nature Products covered by the Settlement are Balance of Nature Fruits capsules; Balance of Nature Veggies capsules; and Balance of Nature Fiber & Spice powder.

To get payment from the Settlement you must complete and return this **Claim Form**. Completed Claim Forms must be mailed to the Settlement Administrator at _____ or can be submitted via the **Settlement Website**, www.supplementsettlement.com. **Claim Forms must be POSTMARKED OR SUBMITTED ONLINE NO LATER THAN _____ at 11:59 p.m., Central Time.**

Before you complete and submit this Claim Form by mail or online, you should read and be familiar with the Settlement Notice (“the Notice”) available at www.supplementsettlement.com. Defined terms (initially in bold) used in these General Instructions have the same meaning as set forth in the Settlement Agreement. By submitting this Claim Form, you acknowledge that you have read and understand the Notice, and you agree to the Release(s) included as a material term of the Settlement Agreement.

If you fail to timely submit a Claim Form, you may be precluded from any recovery from the Settlement fund. If you are a member of the Settlement Class and you do not timely and validly seek to Opt-Out from the Settlement Class, you will be bound by any judgment entered by the Court approving the Settlement regardless of whether you submit a Claim Form. You can elect one Benefit per Household. To receive the most current information and regular updates, please visit the Settlement Website at www.supplementsettlement.com. You may submit your Claim Form on the Settlement Website.

The information will not be disclosed to anyone other than the Court, the Settlement Administrator, and the Parties in this case, and will be used only for purposes of administering this Settlement (such as to audit and review a claim for completeness, truth, and accuracy).

Claimant Information

Claimant Name: _____
First Name MI Last Name

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: (_____) _____ - _____ E-Mail Address: _____

Notice ID Number: _____

The Notice ID Number is located on the email notice or postcard notice you received.

Did you purchase one or more Balance of Nature Products in the United States between March 28, 2019, and _____ [Yes or No]?

For use with Tier 1 Claims – Proof of Purchase

Tier 1 Benefit is available for Settlement Class Members who purchased Balance of Nature Products during the Class Period and have valid Proof of Purchase. Settlement Class Members who elect to fill out the Claim Form for a Tier 1 claim and who have valid Proof(s) of Purchase may recover up to \$6.00 per Unit, up to 5 Units, for a maximum payment of \$30.00 per Household for purchases dated within the Class Period. You could receive less than \$6.00 per Unit or the maximum payment of \$30.00, depending on certain factors, including how many Valid Claims are submitted.

Purchase Information

Please attach “Proof of Purchase.” “Proof of Purchase” means a digital or physical receipt, order confirmation, account order history (relevant portion), or other digital or physical documentation from Defendant, amazon.com or walmart.com, which reasonably establishes the fact and approximate date of purchase of the Product during the Class Period in the United States.

For use with Tier 2 Claims – No Proof of Purchase

Tier 2 Benefit is available for Settlement Class Members who purchased Balance of Nature branded Products during the Class Period who do not have valid Proof of Purchase. You may recover up to \$4.00 per Unit, up to 2 Units, for a maximum amount of \$8.00 per eligible Household. You could receive less than \$4.00 per Unit or the \$8.00 maximum payment, depending on certain factors, including how many Valid Claims are submitted.

Purchase Information

1. How many Units of Products did you purchase? _____
2. Approximate date(s) of Product purchase(s): _____
3. Check appropriate box(es) showing where you purchased the Product(s):
____ Defendant's toll-free number, or ____ balanceofnature.com, or ____ amazon.com, or ____ Walmart.com (check all that apply).

Payment Selection

Please select **one** of the following payment options:

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

☐ **Physical Check** - Payment will be mailed to the address provided in the Claimant Information section above.

Submission to Jurisdiction of the Court

By signing below, you are submitting to the jurisdiction of the Circuit Court of Phelps County, State of Missouri.

Certification under Penalty of Perjury

I hereby certify under penalty of perjury that:

1. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information, and belief;
2. The additional documentation information provided to the Settlement Administrator to support my Claim is original or else a complete and true copy of the original(s);
3. I am neither (a) a Person who purchased or acquired the Product for resale; (b) an employee, principal, legal representative, successor, or assign of Defendants or their affiliated entities; (c) a government entity; nor (d) a judge to whom this Action is assigned, or any member of the judge's immediate family;
4. I have not submitted any other Claim for the same purchases and have not authorized any other Person or entity to do so, and know of no other Person or entity having done so on my behalf;
5. I have not previously received a complete refund for any purchases of the Products for which I am requesting a Tier 1 or Tier 2 Benefit;
6. I understand that by not opting out of the Settlement, I have given a complete Release of all settled Claims; and
7. I understand that Claims will be audited for veracity, accuracy, and fraud. Claims Forms that are not valid and/or illegible may be rejected.

Signature: _____

Dated: ____ / ____ / ____

EXHIBIT B-1

(Long Form Settlement Notice)

LONG FORM NOTICE (FOR SETTLEMENT WEBSITE)

Notice of Proposed Class Action Settlement

CIRCUIT COURT for PHELPS COUNTY, MISSOURI

Attention: If You Purchased Balance of Nature Products anywhere in the United States between March 28, 2019 and [Date of Preliminary Approval]

PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE RELATES TO THE PENDENCY OF A CLASS ACTION LAWSUIT
AND, IF YOU ARE A SETTLEMENT CLASS MEMBER, CONTAINS
IMPORTANT INFORMATION ABOUT YOUR RIGHTS

A court has authorized this notice. This is not a solicitation from a lawyer.

The notice concerns a lawsuit called Vernita Morris, *individually and on behalf of all others similarly situated*, v. Evig, LLC d/b/a Balance of Nature, Case No. 25PH-CV-01551, filed in the Circuit Court of Phelps County, Missouri (the “Lawsuit”).

This proposed class action Settlement will resolve the Lawsuit against Evig, LLC d/b/a Balance of Nature (“Defendant”). It affects the following persons:

All Persons who purchased one or more Units of Balance of Nature Products in the United States between March 28, 2019, and [Date of Preliminary Approval].

The following are excluded from the Class: (a) all Persons who purchased or acquired the Product for resale; (b) all Persons who received a refund in an amount that equals or exceeds the amount paid for the Product; (c) Defendant, and its directors, officers, employees, principals, affiliated entities, legal representatives, successors, and assigns; (d) any Person who files a valid, timely Opt-Out request; (e) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); and (f) the Judge in this case, the mediator, the Honorable Wayne R. Andersen (Ret.), and any member of their immediate families, and any members of their chambers’ staffs.

The Lawsuit alleges that Defendant engaged in deceptive and misleading trade practices in the manufacture and sale of premium-priced dietary supplements labeled and branded as Balance of Nature Fruits capsules, Balance of Nature Veggies capsules, and Balance of Nature Fiber & Spice powder, any one of which is a “Product Line.” (collectively, the Balance of Nature “Products”), and in its advertising and marketing representations about the quality, accuracy of listed ingredients, and supposed proven health benefits of the

LONG FORM NOTICE (FOR SETTLEMENT WEBSITE)

Products.

Defendant denies any wrongdoing. It contends that the Products have always been marketed truthfully and labeled accurately.

To settle the case, Defendant has agreed to provide a cash Benefit to Settlement Class Members under two tiers:

Tier 1 Benefit – Proof of Purchase: Settlement Class Members who elect to fill out the Claim Form for a Tier 1 claim and who have valid Proof(s) of Purchase may recover up to a maximum of \$6.00 per Unit, limited to 5 Units per Household for a maximum benefit of \$30.00 per Household; or

Tier 2 Benefit – No Proof of Purchase: Settlement Class Members who elect to fill out the Claim Form for a Tier 2 claim and who do not have a valid Proof of Purchase may recover up to a maximum of \$4.00 per Unit per Household, limited to 2 Units, or \$8.00 per Household.

However, you could receive less than that, depending on certain factors, including how many Valid Claims are submitted.

“Unit” means a single bottle of any of the Products. By way of example, a Tier One Claim for 5 Units means that the Settlement Class Member is seeking \$30.00 (\$6.00 per Unit x 5 Units = \$30.00) before adjustments by the Settlement Administrator. If the Settlement Class Member made a single purchase of the Balance of Nature Whole Health System, which includes one bottle each of Fruits, Veggies, and Fiber & Spice, he or she has purchased 3 Units.

The total available Settlement Amount is \$9,950,000.

The lawyers who represent the Class in the lawsuit will ask the Court for up to \$2,575,000 to be paid by Defendant as the Fee Award for investigating the facts, litigating the case, and negotiating the Settlement. They will ask for \$5,000 for the Plaintiff who brought this lawsuit. That payment is called the “Class Representative Service Award.”

Your legal rights are affected whether you act or don’t act. Read this notice carefully. This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.supplementsettlement.com or contact the Settlement Administrator at _____.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

LONG FORM NOTICE (FOR SETTLEMENT WEBSITE)

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
Submit a Claim Form	The only way to receive payment under the Settlement for your purchases.	90 days after the Notice Date
Opt-Out	Get out of the lawsuit and the Settlement. This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against the Defendant. You will receive no payment from this Settlement.	[60 days after the Notice Date]
File Objection	Write to the Court about any aspect of the Settlement you don't like or you don't think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above.)	[60 days after the Notice Date]
Go to a Hearing	Speak in Court about the Settlement. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above.)	[Final Approval Hearing]
Do Nothing	You will not receive any payment; also, you will have no right to sue later for the claims released by the Settlement.	

These rights and options—and the deadlines to exercise them—are explained in this notice.

The Court in charge of this case still must decide whether to approve the Settlement. Benefit Checks will be sent to Settlement Class Members only if the Court approves the Settlement. If there are appeals, payments will not be made until the appeals are resolved and the Settlement becomes effective. Please be patient.

Fairness Hearing

On _____, at _____ [_____]m., the Court will hold a hearing to determine whether: (1) the proposed Settlement should be approved as fair, reasonable, and adequate and should receive final approval; (2) the Released Claims of the Settlement Class against the Released Parties should be dismissed with prejudice; (3) Class Counsel's Application for a Fee Award should be granted; and (4) the application for the Class Representative Service Awards payments should be granted. The hearing will be held in the Circuit Court of Phelps County, Missouri, Rolla, Missouri _____. The hearing will be held in the courtroom of the Honorable [____], which is located in Courtroom [____], [____] Floor. This hearing date may change without further notice to you. Consult the Settlement Website at www.supplementsettlement.com, or the Court docket in this case available through the Court's website (http://www._____.com), for updated information on the hearing date and time.

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Important Dates

Month Day Year	Claims Deadline
Month Day Year	Objection Deadline
Month Day Year	Opt-Out Deadline
Month Day Year	Fairness Hearing

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LONG FORM NOTICE (FOR SETTLEMENT WEBSITE)

1. **How Do I Know If I Am Affected by the Settlement?**

This case involves Balance of Nature Products purchased in the United States between March 28, 2019, and [Date of Preliminary Approval]. This proposed class action Settlement will resolve the Lawsuit against Evig, LLC d/b/a Balance of Nature (“Defendant”). It affects the following persons:

All Persons who purchased the Product in the United States between March 28, 2019, and [Date of Preliminary Approval].

The following are excluded from the Class: (a) all Persons who purchased or acquired the Product for resale; (b) all Persons who received a refund in an amount that equals or exceeds the amount paid for the Product; (c) Defendant, and its directors, officers, employees, principals, affiliated entities, legal representatives, successors, and assigns; (d) any Person who files a valid, timely Opt-Out request; (e) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); and (f) the Judge in this case, the mediator, the Honorable Wayne R. Andersen (Ret.), and any member of their immediate families, and any members of their chambers’ staffs.

For purposes of Settlement only, the Court has conditionally certified a Settlement Class that is defined as all Persons who purchased Balance of Nature Products between March 28, 2019, and [Date of Preliminary Approval] in the United States.

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue.

2. **What Is the Lawsuit About?**

A lawsuit was brought by Plaintiff against Defendant based on allegations that Defendant engaged in deceptive trade practices, breaches of warranties, fraud by silence, and unjust enrichment in the manufacture and sale of dietary supplements labeled and branded as “Balance of Nature Fruits,” “Balance of Nature Veggies,” and “Balance of Nature Fiber & Spice” (collectively, the “Products”), and in its advertising and marketing representations of the Products.

Defendant denies that there is any factual or legal basis for Plaintiff’s allegations. Defendant contends that its Product labeling is accurate, denies making any misrepresentations and, therefore, denies any liability. It also denies that Plaintiff or any other members of the Settlement Class have suffered any injury or are entitled to monetary or other relief. Defendant also denies that this case can be certified as a class action, except for purposes of Settlement. The Court has not determined whether Plaintiff or Defendant is correct.

3. **Why Is There A Lawsuit?**

While Defendant denies that there is any legal entitlement to a refund or any other

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monetary relief or injunctive relief, Plaintiff contends that Defendant caused consumers to purchase the Products when they would not otherwise have done so and/or Defendant caused consumers to pay more for the Products as a result of the advertising or labeling. The lawsuit seeks to recover money damages, on behalf of a class of all Purchasers in the United States other than those who are otherwise excluded under the Settlement Agreement.

4. Why Is This Case Being Settled?

Plaintiff filed her original lawsuit on September 4, 2025. Plaintiff's counsel have investigated the manufacturing, marketing, and labeling of the Products. Defendant has produced numerous pages of documents for review. The Parties, to avoid the costs, disruption, and distraction of further litigation and without admitting the truth of any allegations made in the Action, or any liability with respect thereto, have engaged in arms-length settlement negotiations that resulted in this Agreement. Those discussions were built on an earlier class action settlement agreement, now terminated, that resulted from a mediation under the supervision of retired United States District Judge Wayne Andersen. This Settlement provides greater relief to class members than the now terminated settlement agreement.

Counsel for both Plaintiff and Defendant have determined that there is significant risk in continuing the litigation. In particular, there may be substantial difficulties establishing: (1) that Defendant's packaging and/or labeling of the Products were false, misleading, or likely to deceive reasonable consumers; (2) that Defendant's representations about the Products were material to reasonable consumers; (3) that any price premium can be attributed to the representations, and/or (4) that damages or restitution should be awarded or, if so, that any such award should be more than nominal. In particular, it may be difficult to establish that different marketing and labeling would have changed the volume of sales or the pricing of the Products.

After considering the risks and costs of further litigation, the Parties have concluded that it is desirable that the Plaintiff's claims be settled and dismissed on the terms of the Settlement Agreement. Plaintiff and her counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Settlement Class Members.

5. What Can I Get In the Settlement?

Settlement Class Members may elect either a Tier 1 or Tier 2 Benefit for Products purchased between March 28, 2019, and [Date of Preliminary Approval], regardless of the price the Settlement Class Member paid, subject to further adjustments or reductions.

The Total Settlement Amount is **\$9,950,000**, from which all Tier 1 or Tier 2 Benefits, attorney's fees, and the Class Representative Service Award will be paid. Depending on the number of Valid Claims and Administrative Expenses, the Benefit payable to each Claimant could be less. Any unclaimed amount of the Settlement remains with the Defendant.

Tier 1 Benefit – Proof of Purchase: Settlement Class Members who timely submit

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a Valid Claim Form for a Tier 1 claim and who have valid Proof(s) of Purchase may recover up to a maximum of \$6.00 per Unit, limited to 5 Units per Household for a maximum benefit of \$30.00 per Household; or

Tier 2 Benefit – No Proof of Purchase: Settlement Class Members who timely submit a Valid Claim Form for a Tier 2 claim and who do not have a valid Proof of Purchase may recover up to a maximum of \$4.00 per Unit per Household, limited to 2 Units, or \$8.00 per Household.

All Claims submitted from the same Household shall be treated as a single Claim including for the purposes of meeting the Proof of Purchase requirements.

The Settlement Administrator may make further adjustments to the Benefit depending upon the specific number of Valid Claims and information provided during the Claim process.

Claims will be paid only if deemed valid and only after the Court approves the Settlement.

6. **How Do I Make A Claim?**

To make a Claim, you must fill out the Claim Form available on this Settlement Website, www.supplementsettlement.com. You can submit the Claim Form online, or you can print it and mail it to the Settlement Administrator at: _____. Claim Forms must be submitted online or postmarked by 11:59 p.m. Central Time on [90 days after the Notice Date.]

For purposes of Claims by Class Members, the term “Proof of Purchase” means a receipt, order confirmation, account order history (relevant portion), or other digital or tangible documentation from Defendant, amazon.com or walmart.com, which reasonably establishes the fact and approximate date of purchase of the Product during the Class Period in the United States.

Benefit Checks or electronic payments will be issued only if the Court gives final approval to the proposed Settlement and after the final approval is no longer subject to appeal. Please be patient as this may take months or even years in the event of an appeal.

7. **When Do I Get My Benefits?**

Filing a Claim does not provide a guaranteed benefit. A Final Approval Hearing is scheduled for _____, 2026. If the Court approves the Settlement and there are no appeals, then Benefit Checks will be distributed approximately 45 days after the Settlement is no longer subject to appeal or review, unless otherwise ordered by the Court. If the Court does not approve the Settlement, or if the Settlement is overturned on appeal, no Benefit Checks will be issued.

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8. Who Represents Me?

The Court has appointed Plaintiff's counsel, David L. Steelman of Steelman & Gaunt, Stuart L. Cochran of Condon Tobin Sladek Thornton Nerenberg PLLC; Britton D. Monts of the Monts Law Firm; and Mathew H. Armstrong of Armstrong Law Firm LLC to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged by these lawyers. If you want to be represented in this case by your own lawyer, you may hire one at your expense.

9. What Do Plaintiff and Class Counsel Get?

To date, Class Counsel has not been compensated for any of their work on this case. As part of the Settlement, Class Counsel may apply to the Court to award them up to \$2,575,000 from Defendant to pay their Fee Award.

In addition, the named Class Representative in this case may apply to the Court for a Class Representative Service Award up to \$5,000 for Plaintiff. This payment is designed to compensate the named Class Representative for the time, effort, and risks she undertook in pursuing this litigation.

Class Counsel shall file its Application for a Fee Award and Class Service Award no later than thirty (30) days prior to the Objection Deadline. A copy of that Application will be available on the Settlement Website. The Court will determine the amount of Attorneys' Fees and Expenses as well as the amount of any Class Representative Service Award to Plaintiff.

10. What Happens If I Do Not Opt-Out from The Settlement?

If you are a Class Member and you do not Opt-Out from the Settlement, you will be legally bound by all orders and judgments of the Court, and you will also be legally bound to the Releases of the Claims in the Settlement. This means that in exchange for being a Settlement Class Member and being eligible for the cash Benefits of the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Evig, LLC d/b/a Balance of Nature and/or any of the Released Parties that involves the same legal Claims as those resolved through this Settlement. If you do not Opt-Out, you will be bound by the Settlement even if you do not timely submit a valid Claim.

You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the class.

Staying in the class also means that you agree to the following terms of the Settlement that describe exactly the legal Claims that you give up:

- a) Upon the Effective Date and without any further action by the Court or by any Party to this Agreement, Plaintiff, all Settlement Class Members, Class Counsel, and any Person claiming by or through him/her/it, including any Person claiming to be his/her/its spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assigns,

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representative of any kind, shareholder, partner, director, employee or affiliate, for good and sufficient consideration, the receipt and adequacy of which is acknowledged, shall be deemed to, and shall, in fact, have remised, released and forever discharged any and all Released Claims, which they, or any of them, had or has or may in the future have or claim to have against any of the Released Parties.

- b) Plaintiff and the Settlement Class Members fully release and forever discharge the Released Parties from the following:

any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, that actually were, or could have been, asserted in the Litigation, whether based upon any violation of any state or federal statute or common law or regulation or otherwise, or arise directly or indirectly out of, or in any way relate to: (i) the allegations, claims, or contentions that were, or could have been, asserted in the Litigation, including but not limited to allegations, claims, or contentions related in any way to the advertising, labeling (including but not limited to packaging), marketing, claims, or representations of any type whatsoever regarding the Products.

- c) Plaintiff, Settlement Class Members, and Defendant expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiff, Settlement Class Members, and Defendant 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 Defendant with the knowledge of the possibility of such unknown claims, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiff, Settlement Class Members, and Defendant expressly waive all provisions, rights and benefits of laws such as California Civil Code Section 1542, which 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.”

- d) Plaintiff, Settlement Class Members, and Defendants hereby incorporate any equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law.
- e) Each and every term of the Released Claims shall be binding upon, and inure to the benefit of Plaintiff, Settlement Class Members and the Released Parties, and any of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, owners, successors, predecessors-in-interest, and assigns, which persons are intended to be beneficiaries of this Section.

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- f) All personal injury claims are expressly excluded from the Released Claims.
- g) The Final Approval Order shall further provide for and effect the release of all actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorney's fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, that Plaintiff and the Settlement Class Members now have or may have against the Released Parties by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of the Action or the claims and defenses asserted in the Action.
- h) "Released Parties" means Defendant Evig LLC d/b/a Balance of Nature and each of their past, present, future parent companies, related companies, successors in interest to the Balance of Nature brand or the Products, direct and indirect subsidiaries, and affiliates, including all former, present, future officers, directors, managers, members, employees, owners, shareholders, consultants, insurers, agents, representatives, successors, attorneys, and assigns of any of the foregoing. For the avoidance of doubt, Released Parties shall include all persons or entities in the stream of commerce for the development, manufacturing, labeling, marketing, advertising, sale, and/or distribution of the Products, and shall also include Douglas Lex Howard and Dr. Douglas S. Howard.

11. **How Do I Opt-Out from The Settlement?**

You can Opt-Out from the Settlement Class if you wish to retain the right to sue Defendant separately for the Released Claims. If you Opt-Out, you cannot file a Claim or Objection to the Settlement.

To Opt-Out, you must complete the online exclusion form on the Settlement Website, download it, and submit it to the Settlement Administrator online at www.supplementsettlement.com or by first class mail or submit by first class mail to the Settlement Administrator a valid request to exclude themselves that contains the same information required by the online exclusion form. Opt-Out requests mailed by first class mail must be Postmarked to the Settlement Administrator by the Opt-Out Deadline or they shall not be valid. Class Members who elect to Opt-Out from this Settlement shall not be permitted to object to this Settlement or to intervene. Class Members shall be encouraged, but not required, to provide their email addresses in their requests for exclusion. The Opt-Out request must be submitted online by no later than 11:59 p.m. 60 days after the Notice Date or, if mailed, must be postmarked to the Claim Administrator no later than 60 days after the Notice Date. If mailed, the Opt-Out request must be signed by you, contain your full name, address, and phone number(s), and the following statement: "I/We request to Opt-Out from the settlement in the Balance of Nature Action."

LONG FORM NOTICE (FOR SETTLEMENT WEBSITE)

12. How Do I Object to The Settlement?

You can ask the Court to deny approval of the Settlement by timely filing an Objection with the Court. You can't ask the Court to order a larger Settlement; the Court can only approve or disallow the Settlement. If the Court denies approval to the entire Settlement, no Benefit Checks will be sent out, and the lawsuit will continue.

You can also ask the Court to disapprove the requested payments to Plaintiff and to their attorneys. If those payments are disapproved, no additional money will be paid to the Settlement Class. Instead, the funds earmarked for Plaintiff and their attorneys will be retained by Defendant.

You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. If you want to raise an objection to the Settlement at the Final Approval Hearing, you must submit that objection in writing, by the Objection Deadline.

If you want to raise an Objection to the Settlement at the Final Approval Hearing, you must submit that Objection in writing, by the Objection Deadline set forth above. Any Objection must include: (a) a reference at the beginning to this case, *Vernita Morris v. Evig LLC d/b/a Balance of Nature*, Case No. 25PH-CV-01551 filed in the Circuit Court of Phelps County, Missouri; (b) the name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel; (c) a written statement of all grounds for the Objection, accompanied by any legal support for such Objection; (d) whether he/she intends to appear at the Final Approval Hearing, either with or without counsel; (e) whether he/she intends to present evidence at the Final Approval Hearing and a disclosure of the evidence to be presented sufficient to put the Parties on notice of the same, including identity of any witnesses or documents to be used, either with or without counsel; (f) a statement of his/her membership in the Settlement Class, including all information required by the Claim Form; and (g) a detailed list of any other objections submitted by the Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five years. If the Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five years, he/she shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement.

Any Class Member who fails to timely file and serve a written Objection containing all of the information listed in the items (a) through (g) of the previous paragraph, including notice of his/her intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.

Any Class Member who submits a timely written Objection shall consent to deposition at the request of Class Counsel or Defendant's counsel, to occur at least ten days prior to the Final Approval Hearing. Any objector who fails to make him or herself

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reasonably available for a timely deposition or fails to appear at a deposition shall be deemed to have withdrawn his or her objection.

If any Objection is received by the Settlement Administrator, the Settlement Administrator shall forward the Objection and all supporting documentation to counsel for the Parties. At least fourteen days prior to the Final Approval Hearing, Plaintiff's Class Counsel shall submit all such Objections and supporting documentation with the Court. The failure of the Class Member to comply with the filing requirements of this Section 6.4 shall be grounds for striking and/or overruling the Objection, even if the Objection is submitted to the Settlement Administrator.

A 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 Class Member shall not be entitled to an extension to the Claim Filing Deadline merely because the Class Member has also submitted an objection.

By filing an Objection, you consent to the jurisdiction of the Court, including to any order of the Court to produce documents or provide testimony prior to the Final Approval Hearing.

If you file an Objection to the Settlement but still want to submit a Claim in the event the Court approves the Settlement, you must still timely submit a Claim Form according to the instructions described above.

You **must** also send a copy of your Objection to the Settlement Administrator, Class Counsel, and Defendant's counsel:

Counsel for Class:

Stuart L Cochran
CONDON TOBIN SLADEK
THORNTON NERENBERG PLLC
8080 Park Lane, Ste 700
Dallas, Texas 75231
Email: scochran@condontobin.com

Counsel for Defendant:

Daniel J. Hay
Sidley Austin LLP
1501 K Street, N.W.
Washington, D.C. 20005
Email: dhay@sidley.com

13. When Will The Court Decide If the Settlement Is Approved?

The Court will hold a hearing on _____ to consider whether to approve the Settlement. The hearing will be held in the Circuit Court of Phelps County, Missouri, _____, Missouri _____. The hearing will be held in the courtroom of the Honorable [___], which is located in Courtroom [___], [___] Floor. The hearing is open to the public. This hearing date may change without further notice to you. Consult the Settlement Website at www.supplementsettlement.com or the Court docket in this case

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available through the Court's website (http://www._____.com), for updated information on the hearing date and time.

14. How Do I Get More Information?

You can inspect many of the court documents connected with this case on the Settlement Website. Other papers filed in this lawsuit are available by accessing the Court docket in this case available through the Court's website (www._____).

You can contact the Settlement Administrator at _____.

You can also obtain additional information by contacting Class Counsel:

Stuart L. Cochran
Condon Tobin Sladek Sparks Nerenberg PLLC
8080 Park Lane, Suite 700
Dallas, Texas 75231
Telephone: (214) 265-3800
scochran@condontobin.com

Matthew H. Armstrong
ARMSTRONG LAW FIRM LLC
8816 Manchester Road. No. 109
St. Louis, Missouri 63144
Telephone: (314) 258-0212
matt@mattarmstronglaw.com

Britton D. Monts
The Monts Firm
4450 Arapahoe Ave., Ste. 100
Boulder, Colorado 80303
Telephone: (512) 474-6092
bmonts@themonstsfirm.com

EXHIBIT B-2

(Email Notice)

Email Notice Exhibit B-2

If you purchased Balance of Nature Products in the United States between March 28, 2019 and [Date of Preliminary Approval], this class action lawsuit may affect your rights.

The lawsuit: The lawsuit, *Vernita Morris, individually and on behalf of all others similarly situated, v. Evig LLC d/b/a Balance of Nature*, Case No. 25PH-CV-01551, filed in the Circuit Court of Phelps County, Missouri, alleges generally that Defendant engaged in deceptive and misleading trade practices in the manufacture and sale of dietary supplements labeled and branded as Balance of Nature Fruits capsules, Balance of Nature Veggies capsules, and Balance of Nature Fiber & Spice powder (collectively, the “Products”), any one of which is a “Product Line.” Defendant denies any wrongdoing and contends that the Products have always been marketed and labeled truthfully and accurately.

Who is included? The Court has ruled that the lawsuit can proceed as a “class action” for settlement purposes on behalf of a “Class” as defined below. You are potentially a member of the Settlement Class if you purchased one or more Units of Balance of Nature Products in the United States between March 28, 2019, and [Date of Preliminary Approval]. The following are excluded from the Class: (a) all Persons who purchased or acquired the Product for resale; (b) all Persons who received a refund in an amount that equals or exceeds the amount paid for the Product; (c) Defendant, and its directors, officers, employees, principals, affiliated entities, legal representatives, successors, and assigns; (d) any Person who files a valid, timely Opt-Out request; (e) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); and (f) the Judge in this case, the Honorable Wayne R. Andersen (Ret.), and any member of their immediate families, and any members of their chambers’ staffs.

What will I receive? Those who do not opt-out of the Class and submit timely Valid Claims with Proof of Purchase may recover up to \$6.00 per Unit, up to 5 Units, or a maximum payment of \$30.00 per Household for purchases within the Class Period. Those without Proof of Purchase who submit timely Valid Claims may recover up to \$4.00 per Unit, up to 2 Units, or a maximum payment of \$8.00 per eligible Household for purchases within the Class Period. However, you could receive less than that, depending on certain factors, including how many Valid Claims are submitted.

How do I get a payment, object, or opt-out? You must submit your Claim by filling out the Claim form on the Settlement Website below or by printing and mailing it to the Settlement Administrator at _____. The deadline for filing a claim is _____. Opt-outs and objections may be made online or via first-class mail. _____. Objections and requests for exclusion must be submitted to the Settlement Administrator by 11:59 on [60 days after the Notice Date].

Additional orders of the Court and relevant deadlines will be posted on the Settlement Website, which provides key dates to exclude yourself from the settlement or object to it, and how to file a timely claim for payment. This is only a summary. For more information, call or visit the website below where the Settlement Agreement and a Long Form Class Notice, among other documents, are attached.

www.supplementsettlement.com

1-XXX-XXX-XXXX

EXHIBIT B-3

(Postcard Notice)

Postcard Notice Exhibit B-3

If you purchased Balance of Nature Products in the United States between March 28, 2019 and [Date of Preliminary Approval], this class action lawsuit may affect your rights.

The lawsuit: The lawsuit, *Vernita Morris, individually and on behalf of all others similarly situated, v. Evig LLC d/b/a Balance of Nature*, Case No. 25PH-CV-01551, filed in the Circuit Court of Phelps County, Missouri, alleges generally that Defendant engaged in deceptive and misleading trade practices in the manufacture and sale of dietary supplements labeled and branded as Balance of Nature Fruits capsules, Balance of Nature Veggies capsules, and Balance of Nature Fiber & Spice powder (collectively, the “Products”), any one of which is a “Product Line.” Defendant denies any wrongdoing and contends that the Products have always been marketed and labeled truthfully and accurately.

Who is included? The Court has ruled that the lawsuit can proceed as a “class action” for settlement purposes on behalf of a “Class” as defined below. You are potentially a member of the Settlement Class if you purchased one or more Units of Balance of Nature Products in the United States between March 28, 2019, and [Date of Preliminary Approval]. The following are excluded from the Class: (a) all Persons who purchased or acquired the Product for resale; (b) all Persons who received a refund in an amount that equals or exceeds the amount paid for the Product; (c) Defendant, and its directors, officers, employees, principals, affiliated entities, legal representatives, successors, and assigns; (d) any Person who files a valid, timely Opt-Out request; (e) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); and (f) the Judge in this case, the Honorable Wayne R. Andersen (Ret.), and any member of their immediate families, and any members of their chambers’ staffs.

What will I receive? Those who do not opt-out of the Class and submit timely Valid Claims with Proof of Purchase may recover up to \$6.00 per Unit, up to 5 Units, or a maximum payment of \$30.00 per Household for purchases within the Class Period. Those without Proof of Purchase who submit timely Valid Claims may recover up to \$4.00 per Unit, up to 2 Units, or a maximum payment of \$8.00 per eligible Household for purchases within the Class Period. However, you could receive less than that, depending on certain factors, including how many Valid Claims are submitted.

How do I get a payment, object, or opt-out? You must submit your Claim by filling out the Claim form on the Settlement Website below or by printing and mailing it to the Settlement Administrator at _____. The deadline for filing a claim is _____. Opt-outs and objections may be made online or via first-class mail. _____. Objections and requests for exclusion must be submitted to the Settlement Administrator by 11:59 on [60 days after the Notice Date].

Additional orders of the Court and relevant deadlines will be posted on the Settlement Website, which provides key dates to exclude yourself from the settlement or object to it, and how to file a timely claim for payment. This is only a summary. For more information, call or visit the website below where the Settlement Agreement and a Long Form Class Notice, among other documents, are attached.

www.supplementsettlement.com

1-XXX-XXX-XXXX

EXHIBIT C

(List of Products)

EXHIBIT C
List of Products Covered by Settlement Agreement

The Products covered by this Settlement Agreement are all Balance of Nature nutritional supplements offered for sale during the Class Period, including Balance of Nature Fruits capsules (“Fruits”), Balance of Nature Veggies capsules (“Veggies”), and Balance of Nature Fiber & Spice powder (“Fiber & Spice”), any one of which is a “Product Line.”

EXHIBIT D

(Proposed Preliminary Approval Order)

**IN THE CIRCUIT COURT FOR PHELPS COUNTY
STATE OF MISSOURI**

VERNITA MORRIS,)	
individually and on behalf of)	
all others similarly situated,)	
)	
Plaintiff,)	No. 2422-00555
)	
v.)	
)	<u>JURY TRIAL DEMAND</u>
EVIG, LLC d/b/a Balance of Nature,)	
)	
Defendant.)	

**[PROPOSED] ORDER GRANTING PLAINTIFF’S UNCONTESTED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff Vernita Morris, individually and on behalf of all others similarly situated (“Plaintiff” or “Class Representative”), has moved the Court for preliminary approval of a proposed class action settlement with Defendant Evig, LLC d/b/a Balance of Nature (“Defendant”), the terms and conditions of which are set forth in the Settlement Agreement filed with the Court on _____ (“Settlement Agreement”).

This case is based on allegations that Defendant engaged in deceptive trade practices, breaches of warranties, fraud by silence, and unjust enrichment in the manufacture and sale of Balance of Nature nutritional supplements, including Balance of Nature Fruits capsules, Balance of Nature Veggies capsules, and Balance of Nature Fiber & Spice powder (collectively, the “Products,” and each a “Product”), and in its advertising and marketing representations of the Products. The alleged misrepresentations include allegedly false statements about the quality of the Products and their ingredients and the standards under which they are manufactured, and statements that the Products can prevent, treat, cure, or mitigate the symptoms of serious disease conditions such as diabetes, arthritis, influenza, chronic fatigue, fibromyalgia, heart disease, and

cancer.

Plaintiff seeks to recover the difference between the actual value of the Products and the value of the Products if they had been as represented, on behalf of a class of all purchasers in the United States who purchased the Products between March 28, 2019, and [Date of Preliminary Approval Order], except for re-sellers, those who previously received full refunds of their purchases of the Products, and other exclusions listed in the Settlement Agreement.

Defendant denies that there is any factual or legal basis for Plaintiff's allegations. Defendant contends that the labeling of the Products was truthful and non-misleading, and that purchasers did not pay a "premium" for the Products as the result of any misrepresentations. Defendant, therefore, denies any liability. It also denies that Plaintiff or any other members of the Settlement Class have suffered injury or are entitled to monetary or other relief. Defendant further denies that this case should be certified as a class action, except for purposes of settlement. In that regard, Defendant specifically and without limitation denies that there are questions of fact or law common to the class, that the Class Representative is typical of consumers in the United States, that common issues predominate over individual issues, and that a class action is an appropriate method for fairly and efficiently adjudicating the controversy; however, in the interest of settling, Defendant does not oppose Plaintiff's request to certify the Settlement Class.

The Parties, to avoid the costs, disruption, and distraction of further litigation and without admitting the truth of any allegations made in the Action, or any liability with respect thereto, have engaged in arms-length settlement negotiations that resulted in this Agreement. Those discussions were built on an earlier class action settlement agreement, now terminated, that resulted from a mediation under the supervision of retired United States District Judge Wayne Andersen in the case *Billie Powell, individually and on behalf of all others similarly situated, v. Evig LLC d/b/a*

Balance of Nature, Case No. 2422-00555, in the Circuit Court for the City of St. Louis, MO (the “Powell Case”). This Agreement provides greater relief to class members than the now terminated settlement agreement in the Powell Case.

Prior to mediation in the Powell Case, Defendant produced to Plaintiff’s counsel numerous documents related to the issues in the case, including sales data for the purpose of evaluating the putative class’s damages, as well as thousands of pages of materials relating to the accuracy of the labeling claims, and information exchanged with the U.S. Department of Justice. Those documents were available to counsel in negotiating this Agreement. A formal mediation followed that took place in Chicago, Illinois, with Judge Andersen on September 25, 2024. Those negotiations were rigorous, time-consuming, challenging, and far from certain.

The settlement agreement in the Powell Case was terminated after more than seven months. The Parties re-opened negotiations that resulted in the proposed settlement before this Court, which provides substantially greater benefits to the settlement class than the settlement agreement in the Powell Case. Also, Plaintiff’s counsel has agreed to reduce the maximum attorneys’ fee they are allowed to request for their work in the case and their expenses.

The Class Representative has moved the Court for preliminary approval of a proposed class action settlement with Defendant, the terms, and conditions of which are set forth in the Settlement Agreement filed with the Court. As noted, the Settlement was negotiated over several months with the assistance of Judge Andersen and then again over the course of months in 2025.

The terms of the Settlement are summarized in the proposed Settlement Notices to Settlement Class Members, which are attached as Exhibits B1 (Long Form Notice for Settlement Website), B2 (Email Notice), and B3 (Postcard Notice) to the Settlement Agreement. In brief, Defendant has agreed that each member of the Settlement Class may submit a claim for a partial

refund of the purchase price of Balance of Nature Products they purchased during the Class Period. Those with valid Proof of Purchase may recover up to \$6.00 per Bottle, up to 5 Bottles, with a maximum payment of \$30.00 per Household for purchases dated within the Class Period. Proof of Purchase, as defined in the Settlement Agreement, can be provided through a receipt, order confirmation, or other documentation from Defendant or an authorized third-party retailer which reasonably establishes the fact and date of purchase of the Product during the Class Period in the United States.

The Total Settlement Amount is \$9,950,000. After the payment of any Fee Award, the remainder is set aside for the payment of Valid Claims and Administrative Expenses (the “Total Claim and Administration Amount). If the Total Claim and Administration Amount (the latter of which shall not exceed \$175,000), exceeds that remainder, the amount payable to each Claimant shall be proportionately reduced, such that Defendant’s maximum liability for Valid Claims and Administrative Expenses will not exceed the Total Claim and Administration Amount in the aggregate.

As part of the Settlement, Plaintiff’s attorneys may apply to this Court to award them up to two-million-five-hundred-seventy-five thousand dollars and zero cents (\$2,575,000.00) from Defendant to pay their attorneys’ fees, costs (including court costs), expenses, and disbursements incurred by them and their experts, staff, and consultants in connection with this action. Plaintiff’s attorneys may also apply to this Court for a payment from Defendant to the Class Representative as a service award of up to \$5,000. Such amounts must be approved by the Court, and the Court will defer any ruling on the appropriateness of fees and service awards until the Final Approval Hearing. Defendant has taken no position with respect to the requested attorneys’ fees. The Fee and Expense Award shall be paid from the Total Settlement Amount.

Having considered all matters submitted to it at the hearing on the motion and otherwise, including the complete record of this action, and good cause appearing therefore, the Court grants preliminary approval and hereby finds and concludes as follows:

1. The capitalized terms used in this Order shall have the same meaning as defined in the Settlement Agreement except as otherwise expressly provided.

2. The Court preliminarily approves the Settlement Agreement as within the range of possible final approval and as meriting submission to the Settlement Class for its consideration. The Agreement was reached through extensive arm's length negotiations and involved a well-respected and experienced mediator. Additionally, before entering into the Agreement, Defendant produced significant document productions, which would have been provided as discovery in this Action, including documents relating to the marketing of the products, a consent decree entered into between Defendant and the U.S. Department of Justice, communications with the Department of Justice regarding that consent decree, documentation that the Food & Drug Administration determined that Defendant "appear[ed]" to be in compliance with the Decree, the Federal Food, Drug, and Cosmetic Act ("the Act"), and its implementing regulations" on November 21, 2023, scientific studies explaining the benefits of the Products, and detailed sales and pricing data. Thus, Plaintiff and her counsel had sufficient information to evaluate the strengths and weaknesses of the case and to conduct informed settlement discussions.

3. For purposes of the settlement only, the Court provisionally certifies the Settlement Class, which consists of all Persons who purchased Balance of Nature Fruits capsules, Balance of Nature Veggies capsules, and Balance of Nature Fiber & Spice powder (the "Products") in the United States between March 28, 2019, and the date of this Order. Specifically excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Product for resale; (b) all

Persons who received a refund in an amount that equals or exceeds the amount paid for the Product; (c) Evig LLC and its directors, officers, employees, principals, affiliated entities, legal representatives, successors and assigns; (d) any Person who files a valid, timely Opt-Out request; (e) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); and (f) the Judge in this case, the mediator, the Honorable Wayne R. Andersen (Ret.), any members of their immediate families, and any members of their chambers' staffs.

4. The Court preliminarily finds and concludes, solely for purposes of considering this Settlement, that the requirements of Missouri Rule 52.08 are conditionally satisfied for certification of the Settlement Class for unjust enrichment and under the consumer protection laws of the fifty states and the District of Columbia (collectively, "states"). Solely for the purpose of considering this nationwide Settlement, the Court finds Plaintiff has met the requirements of Rule 52.08 for the reasons set forth in Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement, as well as for the reasons that follow.

- a. The Settlement Class Members are too numerous to be joined in a single action;
- b. There are questions of fact or law common to the Settlement Class, and the common questions predominate over any questions affecting only individual members¹;
- c. The claims of the Class Representative are typical of the claims of the Settlement Class Members; and

¹ While the Court will consider differences in state laws as part of the predominance inquiry, this Court need not inquire "whether the case, if tried, would present intractable management problems, for the proposal is that there be no trial." *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620 (1997) (internal citations omitted). In that regard, Plaintiff has submitted extensive briefing and setting forth why the common issues predominate and why the differences are immaterial to this Action. See Mot. for Preliminary Approval of Class Action Settlement. Defendant is not opposed to certification for settlement purposes only and specifically and explicitly reserves the right to contest the issue of predominance (and all other issues under Rule 52.08 and otherwise) should the settlement be overturned in any respect.

- d. A Settlement Class is an appropriate method for fairly and efficiently adjudicating the controversy and is superior to alternative means of resolving the claims and disputes at issue in this litigation.

5. The Court further notes that Plaintiff's Complaint sets forth causes of action for a nationwide class between March 28, 2019 and the present; that Defendant does not oppose Plaintiff's request to certify a nationwide Settlement Class for the purpose of this Settlement; and that, in the event final approval of the Settlement Agreement is denied, or a mandate is issued reversing an award of final approval, or the Settlement Agreement is otherwise terminated, certification of the Settlement Class will be void; and that, in such event, Defendant does not waive, and instead expressly reserves, all rights to defend this Action and shall not be precluded from challenging class certification in further proceedings in the Action or in any other action.

6. The Court conditionally designates David Steelman of Steelman Gaunt and Crowley, Stuart Cochran of Condon Tobin Sladek Thornton Nerenberg PLLC, Matt Armstrong of Armstrong Law LLC, and Britton Monts of the Monts Firm as Class Counsel, and Vernita Morris as the Class Representative for purposes of this Settlement. The Court preliminarily finds that the Class Representative and Class Counsel fairly and adequately represent and protect the interests of the absent Settlement Class Members. The Court designates, and approves, Angeion Group to serve as the Settlement Administrator.

7. Because the Settlement Agreement is within the range of reasonableness and possible final approval, notice shall be provided to the Settlement Class as described in Section IV of the Settlement Agreement.

- a. The Notice Plan consists of three parts: (1) a Settlement Website; (2) Notice to Class Members using the email addresses they provided to Defendant and/or a

third-party marketplace when they ordered the Products²; and (3) first class mail Postcard Notice for those Class Members without valid email addresses and for whom the Settlement Administrator has a valid postal address.

- b. Prior to the Notice Date, the Settlement Administrator will establish the Settlement Website, which shall contain the Settlement 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 Settlement Administrator and addresses and telephone numbers for Plaintiff's counsel; the Settlement Agreement; the signed Preliminary Approval Order and publicly filed motion papers and accompanying papers; a downloadable and online version of the Claim Form; and a downloadable and online version of the Opt-Out form by which Settlement Class Members may exclude themselves from the Settlement Class. The Settlement 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 payments to the Class Representative, the motion for final approval, and any orders with respect to such applications and motions.
- c. In addition to the Settlement Website, direct notice shall be provided to Settlement Class Members using email addresses. If an email address for a Class Member is not provided or if the Email Notice is returned to sender, a Postcard Notice will be

² During the Class Period, Defendant only sold the Products on its online website and as a third-party seller on the Amazon.com and Walmart.com Internet platforms. It did not sell the Products in retail stores during that time. Because each Class member was required to provide an email address and a shipping address to Defendant, Amazon, or Walmart to order the Products, the Court finds publication notice is unnecessary because the best notice practicable under the circumstances is Email Notice and for those Class Members without valid email addresses, first class Postcard Notice.

sent via First Class mail. The Parties and the Claims Administrator shall use their best efforts to ensure direct notice is provided to customers from amazon.com and walmart.com as well. The Settlement Administrator shall commence sending the Email Notice and, where necessary, the Postcard Notice within 30 days after the Court grants preliminary approval of the proposed settlement, to be completed no later than 45 days after the Court grants preliminary approval.

- d. Class members who do not exclude themselves from the settlement shall have 90 days after the date of Notice to file claims. The Settlement Administrator shall receive and process the Claim Forms and use its best efforts to pay all valid claims within 45 days after the Effective Date except that, in the event of an appeal from final approval that challenges only the award of Attorneys' Fees and Expenses and/or the Class Representative Service Award and does not challenge any other aspect of the Settlement and does not raise an argument, theory, or issue that could result in the reversal of final approval or modification of other terms of the Settlement, then all Valid Claims shall be paid within sixty days after entry of the Final Approval Order, unless otherwise ordered by the Court.

8. The Court further finds the Notice Plan is reasonably calculated to provide notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class, the terms of the Settlement Agreement, and the Final Approval hearing, is the best notice practicable under the circumstances, and complies fully with the requirements of due process, Missouri Rule 52.08, and any other applicable law. The Parties and the Settlement Administrator shall comply with the Notice Plan as set forth in the Settlement Agreement.

- 9. A Final Approval Hearing shall be held before this Court at _____ [].m. on

_____, 2025, in the Circuit Court of Phelps County State of Missouri, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate, and whether the Final Approval Order should be entered, and (b) whether Class Counsel's application for attorneys' fees, costs, and a payment to the Class Representatives should be approved.

10. The Court approves, as to form and content, the Claim Form and Notices that are substantially similar to the forms attached as Exhibits A, B1, B-2, and B-3 to the Settlement Agreement. The Claim Form and all the Notices are written in plain English and are easy to comprehend. The Parties shall have discretion to jointly make non-material minor revisions to the Claim Form and Notices before publishing. Responsibility for settlement administration, including, but not limited to, notice and related procedures, shall be performed by the Settlement Administrator, subject to the oversight of the Parties and this Court as described in the Settlement Agreement.

11. Any member of the Settlement Class who desires to be excluded from the Settlement Class, and therefore not be bound by the terms of the Settlement Agreement, must complete the online exclusion form on the Settlement Website, download it, and submit it to the Settlement Administrator online at www.supplementsettlement.com or by first class mail or submit by first class mail to the Settlement Administrator a valid request to exclude themselves that contains the same information required by the online exclusion form. Opt-Out requests mailed by first class mail must be Postmarked to the Settlement Administrator by the Opt-Out Deadline or they shall not be valid. Class Members who elect to Opt-Out from this Settlement shall not be permitted to object to this Settlement or to intervene. Class Members shall be encouraged, but not required, to provide their email addresses in their requests for exclusion. The Opt-Out request must be submitted online by no later than 11:59 p.m. 60 days after the Notice Date or, if mailed, must

be postmarked to the Settlement Administrator no later than 60 days after the Notice Date. If mailed, the Opt-Out request must be signed by the Class Member, contain their full name, address, and phone number(s), and the following statement: “I/We request to Opt-Out from the settlement in the Balance of Nature Action.” No one shall be permitted to exercise any exclusion rights on behalf of any other Person, whether as an agent or representative of another or otherwise, except upon proof of a legal power of attorney, conservatorship, trusteeship, or other legal authorization and no one may exclude other Persons within the Settlement Class as a group, class, or in the aggregate.

12. Any member of the Settlement Class who desires to object to the proposed Settlement must submit that Objection in writing, by the Objection Deadline set forth above. Any Objection must include: (a) a reference at the beginning to this case, *Morris v. Evig LLC d/b/a Balance of Nature*, filed in the Circuit Court of Phelps County, State of Missouri; (b) the name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel; (c) a written statement of all grounds for the Objection, accompanied by any legal support for such Objection; (d) whether he/she intends to appear at the Final Approval Hearing, either with or without counsel; (e) whether he/she intends to present evidence at the Final Approval Hearing and a disclosure of the evidence to be presented sufficient to put the Parties on notice of the same, including identity of any witnesses or documents to be used, either with or without counsel; (f) a statement of his/her membership in the Settlement Class, including all information required by the Claim Form; and (g) a detailed list of any other objections submitted by the Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five years. If the Class Member or his/her counsel has not objected to any other class action settlement in any court in the United

States in the previous five years, he/she shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement.

13. Any Class Member who fails to timely file and serve a written Objection containing substantially all of the information listed in the items (a) through (g) of the previous paragraph, including notice of his/her intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.

14. Any Class Member who submits a timely written Objection may be subject to a deposition at the request of Class Counsel or Defendant's counsel, to occur at least ten days prior to the Final Approval Hearing. Any objector who fails to make him or herself reasonably available for a timely deposition or fails to appear at a deposition may be deemed to have withdrawn his or her objection.

15. At least five days prior to the Final Approval Hearing, the Settlement Administrator shall prepare a list of the names of the persons who, pursuant to the Settlement notice, have Opted-Out from the Settlement Class in a valid and timely manner, and Class Counsel shall file that list with the Court.

16. If a 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. The Court retains jurisdiction to resolve any disputed exclusion requests.

17. Any member of the Settlement Class wishing to make a claim must submit a Claim Form to the Settlement Administrator, pursuant to the instructions set forth in the Settlement Notice. The request must be submitted online by no later than 90 days after the Notice date or, if

mailed, it must be postmarked to the Settlement Administrator by no later than 90 days after the Notice date.

18. Any member of the Settlement Class who elects to be excluded shall not receive any benefits of the Settlement, shall not be bound by the terms of the Settlement Agreement, and shall have no standing to object to the Settlement or intervene in the Action. If the Settlement is granted final approval, all Settlement Class Members who do not timely submit a valid request for exclusion will be bound by the Final Approval Order and final judgment and enjoined from bringing or prosecuting any action relating to the released claims, including claims related to the sell-through of existing stock, as defined in the Settlement Agreement.

19. Any Settlement Class Member who does not submit a valid and timely request for exclusion may submit an objection to the Settlement Agreement. The written objection must be electronically filed with the Settlement Administrator or postmarked within 60 days after the Notice date, or it will be rejected.

20. Any Settlement Class Member shall have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at the Settlement Class Member's own expense. However, if the Settlement Class Member wishes to object to the Settlement at the Final Approval Hearing (either personally or through counsel), the Settlement Class Member must submit a written objection as set forth in paragraph 6.4 of the Settlement Agreement.

21. Immediately upon receipt of any objection received electronically or postmarked by the appropriate date, the Settlement Administrator shall forward the objection and all supporting documentation to counsel for the Parties. No later than [14 days prior to the Final Approval Hearing], Plaintiff's counsel shall file all such objections and supporting documentation with the

Court.

22. No later than 30 days prior to the Objection Deadline, Class Counsel will submit to the Court the Application seeking a Fee and Expense Award and Class Representative Service Award. The motion for final approval and any responses to timely objections will be filed no later than 7 days prior to Final Approval Hearing. Those motions and all supporting documentation shall be simultaneously posted to the Settlement Website.

23. In the event that the proposed Settlement is not finally approved by the Court, or in the event that the Settlement Agreement becomes null and void pursuant to its terms, this Preliminary Approval Order and all orders entered in connection herewith (including any order amending the petition) shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this Action or in any other case or controversy; in such event the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

24. This Order shall not be construed as an admission or concession by Defendant of the truth of any allegations made by Plaintiff or of liability or fault of any kind.

25. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class Members, be continued by Order of the Court.

IT IS SO ORDERED this ____ day of _____ 2025.

CIRCUIT JUDGE
PHELPS COUNTY, MISSOURI

EXHIBIT E

(Final Approval Order)

**CIRCUIT COURT OF PHELPS COUNTY
STATE OF MISSOURI**

*Vernita Morris, individually and on behalf of
all others similarly situated,*

Plaintiff,

v.

EVIG, LLC d/b/a Balance of Nature,

Defendant.

No. 25PH-CV-01551

**[PROPOSED] FINAL APPROVAL OF THE SETTLEMENT AGREEMENT,
FINAL JUDGMENT, AND ORDER OF DISMISSAL WITH PREJUDICE**

WHEREAS, on _____ Plaintiff Vernita Morris (“Plaintiff” or “Class Representative”) moved the Court for approval of a proposed class action settlement with Defendant Evig, LLC d/b/a Balance of Nature (“Defendant”), the terms and conditions of which are set forth in the Settlement Agreement filed with the Court on _____, and on _____, this Court entered a Preliminary Approval Order that:

1. Conditionally certified, for settlement purposes only, pursuant to Mo. R. Civ. P. 52.08, a class consisting of all Persons who purchased the Products in the United States during the Class Period with several categories of persons expressly excluded.

2. Appointed the lawyers and law firms of David L. Steelman of Steelman Gaunt Crowley, Stuart L. Cochran of Condon Tobin Sladek Thornton Nerenberg PLLC; Britton D. Monts of the Monts Law Firm; and Mathew H. Armstrong of Armstrong Law Firm LLC as counsel to the Settlement Class.

3. Preliminarily approved the Settlement, pursuant to Mo. R. Civ. P. 52.08(b)(3).

4. Set a hearing to take place on _____ at _____ a.m., before this Court (the “Final Approval Hearing”), upon notice to members of the Settlement Class, to determine whether:

- a. the requirements for certification of the Settlement Class have been met;
 - b. the proposed settlement of the Action in accordance with the terms set forth in the Settlement Agreement, including as part of the Settlement the payment of Plaintiff's/Class Counsel's attorneys' fees and reimbursement of Plaintiff's/Class Counsel's expenses as well as any incentive awards to the Representative Plaintiffs, should be approved as fair, reasonable and adequate; and the Judgment approving the Settlement and dismissing the Lawsuit on the merits and with prejudice against Plaintiff and Settlement Class Members should be entered;
 - c. approved the Class Notice Plan and Settlement Notices and found that the distribution of the Notice substantially in the manner and form set forth in Paragraph IV of the Settlement Agreement met the requirements of Mo. R. Civ. P. 52.08(b)(3) and due process, and was the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto;
5. Approved the Claim Form and set the Claim Filing Deadline;
6. Designated Angeion Group as the Settlement Administrator and instructed it to perform the following functions, as set forth in the Settlement Agreement:
- a. process Opt-Out Requests from the Settlement in accordance with Section VI of the Settlement Agreement;
 - b. process Objections to the Settlement in accordance with Section VI of the Settlement Agreement;
 - c. process Claim Forms in accordance with Section III of the Settlement Agreement;
 - d. before disseminating the Class Notice, establish the Settlement Website,

which Settlement Class Members can visit to read and obtain additional information regarding the Settlement, including submission of claims; and

7. Prescribed the method and period of time for providing notice to members of the Settlement Class of the certification of the Settlement Class; the Settlement; Plaintiff's and Class Counsel's application for an award of attorneys' fees and reimbursement of expenses; and the Final Approval Hearing;

8. Found that such notice to the members of the Settlement Class as described in the Settlement Agreement:

a. is the best notice practicable to members of the Settlement Class;

b. is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, conditional certification of the Settlement Class, the proposed Settlement, and the rights of members of the Settlement Class to object to the Settlement; to request exclusion from the Settlement Class; and the application of Plaintiffs' counsel for an award of attorneys' fees and reimbursement of expenses;

c. is reasonable and constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice; and

d. meets all applicable requirements of law including, but not limited to, Mo. R. Civ. P. 52.08(b)(3);

9. Prescribed the method and period of time during which members of the Settlement Class may file requests to Opt-Out of the Settlement Class;

10. Provided that, whether or not the Effective Date occurs, any member of the Settlement Class who does not properly and timely request to Opt-Out of the Settlement Class

shall be bound by any and all judgments and settlements entered or approved by this Court, whether favorable or unfavorable to the Settlement Class; and

11. Prescribed the method and periods of time during which members of the Settlement Class may serve written Objections to the Settlement and/or the application for an award of attorneys' fees and/or reimbursement of expenses by Class Counsel; and

WHEREAS, this Court has not received notice that any class member intends to appear in person or be heard at the Final Approval Hearing scheduled for _____ and this Court finds that the papers are detailed and sufficient to rule on Plaintiff's motion for final approval; and

WHEREAS, this Court, having heard from Class Counsel on behalf of the Settlement Class, and from Defendant's counsel, and having reviewed all other arguments and submissions presented by all interested persons and entities with respect to the Settlement, the application of Plaintiff's counsel for an award of attorneys' fees and reimbursement of expenses and a class representative service award; and

WHEREAS, all capitalized terms used herein have the meanings set forth and defined in the Settlement Agreement, it is hereby

ORDERED, ADJUDGED, DECREED, AND FOUND THAT:

1. The Court has jurisdiction over this case and over all claims raised therein and all Parties thereto.

2. This case arises out of Plaintiff's allegations that Defendant labeled, marketed, advertised, and sold Balance of Nature supplements during the Class Period, which include Balance of Nature Fruits capsules, Balance of Nature Veggies capsules, and Balance of Nature Fiber & Spice powder, (the "Products") in false and misleading ways. Defendant denies Plaintiff's allegations that the Products' labeling, marketing, or advertising were false and misleading or that

consumers suffered any harm or injury as a result.

3. After extensive arms-length settlement negotiations conducted in good faith between the Parties, they agreed to settle this case.

4. The Settlement Agreement provides substantial and meaningful relief to the Settlement Class, including monetary benefits to the Settlement Class.

5. The Settlement Agreement provides for a \$9,950,000 claims-made settlement under which Settlement Class Members, including those with and without proof of their purchases, can make claims to receive monetary benefits for purchasing the Products during the Class Period, permitting those who filed a timely claim to receive up to \$6.00 per Unit, limited to 5 Units per Household for a maximum benefit of \$30.00 per Household with Proof of Purchase and up to \$4.00 per Unit per Household, limited to 2 Units, for a maximum benefit of \$8.00 per Household without Proof of Purchase.

6. The Settlement Agreement establishes a Claims Period which began when Settlement Notice goes out and extended for a period of 90 days thereafter.

7. The Settlement Class as defined in the Settlement Agreement is unconditionally certified pursuant to Mo. R. Civ. P. 52.08(b)(3). The prerequisites for a class action under Rule 52.08(b)(3) have been satisfied in that: (a) the members of the Settlement Class are so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) Plaintiff's claims are typical of the claims of the Settlement Class she seeks to represent; (d) Plaintiff has and will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (f) a class action is superior to all other available methods for the fair and efficient adjudication of

this controversy. The Court further finds that despite any differences among the laws of the various states, common issues of fact and law predominate, making certification of a nationwide settlement class appropriate. The Court understands that Defendant objects to certification for litigation purposes.

8. Plaintiff Vernita Morris is appointed as Class Representative of the Settlement Class.

9. The Court confirms the following as Class Counsel: the lawyers and law firms of David L. Steelman of Steelman Gaunt Crowley, Stuart L. Cochran of Condon Tobin Sladek Thornton Nerenberg PLLC; Britton D. Monts of the Monts Law Firm; and Mathew H. Armstrong of Armstrong Law Firm LLC.

10. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies the following class: all Persons who purchased the Products in the United States between March 28, 2019 and [Date of Preliminary Approval].

11. Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Product for resale; (b) all Persons who received a refund in an amount that equals or exceeds the amount paid for the Product; (c) Evig LLC and its directors, officers, employees, principals, affiliated entities, legal representatives, successors and assigns; (d) any Person who files a valid, timely Opt-Out request; (e) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); and (f) the Judge in this case and the Honorable Wayne R. Andersen (Ret.), any members of their immediate families, and any members of their chambers' staffs.

12. Full opportunity has been given to the Settlement Class Members to exclude themselves from the Settlement, object to the terms of the Settlement or to Class Counsel's request

for attorneys' fees, costs, and expenses and for payments to the Class Representatives, and otherwise participate in the Final Approval Hearing held on _____.

13. The Settlement, as set forth in the Settlement Agreement, is in all respects fair, reasonable, and adequate, is in the best interests of the Settlement Class Members and is approved in all respects in accordance with Rules 52.08(b)(2) and (b)(3).

14. The Settlement was negotiated at arm's-length by experienced counsel who were fully informed of the facts and circumstances of the action and of the strengths and weaknesses of their respective positions. The Settlement was reached after extensive negotiations and a formal mediation. Class Counsel and Defendant's Counsel are therefore well positioned to evaluate the benefits of the Settlement, taking into account the expense, risk, and uncertainty of protracted litigation over numerous questions of fact and law.

15. Notice to the Settlement Class Members required by Mo. R. Civ. P. 52.08(b)(3) has been provided as directed by this Court in the Preliminary Approval Order and such notice having constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the members of the Settlement Class, and satisfied the requirements of the Missouri Rules of Civil Procedure, and all other applicable laws.

16. Plaintiff and Defendant are directed to promptly consummate the Settlement in accordance with the Settlement Agreement and all its terms.

17. The Settlement shall not be deemed to constitute an admission or finding of liability or wrongdoing on the part of the Defendant, or Plaintiff, Settlement Class Members, or Released Parties.

18. All Valid Claims shall be paid according to the terms of and by the deadlines set forth in the Settlement Agreement.

19. By operation of this Final Approval Order and Judgment, Plaintiff, all Settlement Class Members, Class Counsel, and any Person claiming by, through or on behalf of the foregoing, including any Person claiming to be the foregoing's spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assigns, representative of any kind, shareholder, partner, director, employee or affiliate release the following persons: Defendant Evig LLC d/b/a Balance of Nature and each of their past, present, future parent companies, related companies, successors in interest to the Balance of Nature brand or the Products, direct and indirect subsidiaries, and affiliates, including all former, present, future officers, directors, managers, members, employees, owners, shareholders, consultants, insurers, agents, representatives, successors, attorneys, and assigns of any of the foregoing (the "Released Parties"). For the avoidance of doubt, Released Parties shall include all persons or entities in the stream of commerce for the development, manufacturing, labeling, marketing, advertising, sale, and/or distribution of the Products, and shall also include Douglas Lex Howard and Dr. Douglas S. Howard. Released Claims means the following: any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, that actually were, or could have been, asserted in the Litigation, whether based upon any violation of any state or federal statute or common law or regulation or otherwise, or arise directly or indirectly out of, or in any way relate to: (i) the allegations, claims, or contentions that were, or could have been, asserted in the Litigation, including but not limited to allegations, claims, or contentions related in any way to the advertising, labeling (including but not limited to packaging), marketing, claims, or representations of any type whatsoever regarding the Products . Any personal injury claims of Class Members are expressly excluded from the Released Claims.

20. Nothing herein shall bar any action or claim to enforce the terms of the Settlement Agreement.

21. A Service Award is hereby awarded to Class Representative Vernita Morris in the amount of \$5,000 as compensation for her efforts in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class.

22. Class Counsel are hereby awarded (i) attorneys' fees and (ii) reimbursement of their reasonable expenses in the amount of \$ _____. Such amounts are to be paid by Defendant to Class Counsel within 30 days after the Effective Date. Class Counsel shall provide to Defendant in a timely manner all information necessary to enable Defendant to make the payment in the time required.

23. The award of attorneys' fees to Class Counsel shall be allocated among Class Counsel in a fashion that, in the opinion of Class Counsel, fairly compensates them for their respective contributions in the prosecution of the Action. Defendant takes no position on and has no responsibility for the allocation of any attorneys' fees awarded to Class Counsel by the Court other than as described in the Settlement Agreement. In making its award of attorneys' fees and reimbursement of expenses, in the amounts described in paragraph 22, above, the Court has considered the evidence submitted by Class Counsel and the Claim Administrator, the argument of counsel at the hearing on the motion, and finds as follows:

- a. The Settlement has provided significant relief to the Settlement Class.
- b. The Class Notice was published to at least _____% of the putative Settlement Class members and Class Notice plan approved and implemented provided the best practicable notice under the circumstances.
- c. Class Counsel have conducted the litigation and achieved the Settlement

with skill, perseverance, and diligent advocacy on behalf of Plaintiffs and the Settlement Class as a whole.

d. The Action involves complex factual and legal issues and, in the absence of Settlement, would involve further lengthy proceedings and uncertain resolution of such issues.

e. Had the Settlement not been achieved, there would remain a significant risk that the Settlement Class may have recovered less or nothing from the Defendant, and that any recovery would have been significantly delayed which would have resulted in the continued exposure of Settlement Class members to the challenged labels.

f. The amount of attorneys' fees and reimbursable expenses awarded to Class Counsel is fair and reasonable given that the total value of the settlement to the Settlement Class is \$9,950,000 and given that the value of attorney time expended in this. Given the skills required to prosecute this case, the experience, reputation, and ability of Class Counsel, the fact that the fees were always contingent, and that the fee is not disproportionately excessive in light of the benefits conferred on the Members of the Settlement Class, the Court finds that the fee is appropriate, fair, and reasonable. Moreover, the amount awarded is within the norms in class action cases in the state of Missouri.

24. The Defendant and the Released Parties shall not be liable for any additional fees or expenses for Class Counsel or counsel of any Plaintiff or Settlement Class Member in connection with the Action, beyond those expressly provided in the Settlement Agreement.

25. By reason of the Settlement, and approval hereof, there is no just reason for delay and this final Order and Judgment shall be deemed a final judgment pursuant to Rule 74 of the Missouri Rules of Civil Procedure.

26. Jurisdiction is reserved, without affecting the finality of this Final Approval Order and Judgment, over:

- a. effectuating the Settlement and the terms of the Settlement Agreement, including the payment of Plaintiffs' counsel's attorneys' fees and reimbursement of expenses, including any interest accrued thereon;
- b. supervising all aspects of the administration of the Settlement;
- c. enforcing and administering the Settlement Agreement and the Settlement including any releases executed in connection therewith, and the provisions of this Final Approval Order and Judgment;
- d. adjudicating any disputes that arise under the Settlement Agreement; and
- e. any other matters related or ancillary to the foregoing.

27. Without further order of the Court, the Parties may agree to reasonable extension of the time to carry out any provisions of the Settlement Agreement.

28. The Action is hereby dismissed, with prejudice, on the merits, by Plaintiff and all Settlement Class Members, on the terms and conditions set forth in the Settlement Agreement, against Defendant. This Order shall constitute a final judgment binding the Parties with respect to this case.

SO ORDERED, ADJUDGED AND DECREED.

Dated: _____

CIRCUIT JUDGE
PHELPS COUNTY, MISSOURI