

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

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FRED WALLIN, *on behalf of himself  
and all others similarly situated,*

Plaintiff,

v.

NATURELO PREMIUM  
SUPPLEMENTS LLC,

Defendant.

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Civil Action No.: 3:22-cv-05960

**~~[PROPOSED]~~ ORDER PRELIMINARILY APPROVING SETTLEMENT;  
CERTIFYING SETTLEMENT CLASS; APPROVING NOTICE; AND  
SETTING DATE FOR FINAL APPROVAL HEARING**

**WHEREAS**, Plaintiff Fred Wallin (“Plaintiff”) and Defendant Naturelo Premium Supplements LLC (“Naturelo”) have reached a proposed Settlement of the Action, which is set forth in the Settlement Agreement filed with the Court; and

**WHEREAS**, Plaintiff has applied to the Court for preliminary approval of the proposed Settlement, the terms and conditions of which are set forth in the Settlement Agreement; and

**WHEREAS**, the Court has fully considered the record of these proceedings, the Settlement Agreement and all exhibits thereto, the representations, arguments and recommendation of counsel for the Parties and the requirements of law; and

**WHEREAS**, it appears to the Court upon preliminary examination that the proposed Settlement is fair, reasonable and adequate, and that a hearing should be

held after notice to the Settlement Class of the proposed Settlement to finally determine whether the proposed Settlement is fair, reasonable and adequate and whether a Final Approval Order and Judgment should be entered in this Action.

THIS COURT FINDS AND ORDERS AS FOLLOWS:

1. The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement, unless otherwise defined herein and as may otherwise be ordered.

2. The Court preliminarily approves the Settlement Agreement as fair, reasonable and adequate to the Settlement Class, as falling within the range of possible final approval, having no obvious deficiencies, and as meriting notice of the Settlement to persons in the Settlement Class for their consideration and a hearing on the approval of the Settlement.

3. The Settlement Agreement was entered into by experienced counsel and only after extensive arm's-length negotiations involving mediation before the Hon. Jose L. Linares, former United States District Court Judge for the District of New Jersey and an experienced mediator.

4. For purposes of the Settlement only, the Court conditionally certifies the following Settlement Class:

All persons residing in the United States of America who purchased the Supplement, during the Class Period.

5. The Court preliminarily finds, for Settlement purposes only, that:
  - a. The above-described Settlement Class is so numerous that joinder of all members is impracticable;
  - b. There are questions of law or fact common to the Settlement Class;
  - c. The claims of the Settlement Class Representative is typical of the claims of the Settlement Class;
  - d. The Settlement Class Representative will fairly and adequately protect the interests of the Settlement Class;
  - e. The questions of fact or law common to the members of the Settlement Class predominate over the questions affecting only individual members; and
  - f. Certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of the controversy. The Court notes that, because the litigation is being settled, rather than litigated, it need not consider any manageability issues that would be presented by this litigation. *Amchem Prods. Inc. v. Windsor*, 117 S. Ct. 2231, 2240 (1997).

6. The Court finds that it has personal jurisdiction over all Class Members, including the absent Class Members.

7. The Named Plaintiff, Fred Wallin, shall be the Settlement Class Representative of the Settlement Class. This Court preliminarily finds that he will fairly and adequately represent and protect the interests of the absent Class Members.

8. The Court approves Lemberg Law, LLC as Class Counsel. This Court preliminarily finds that they are competent, capable of exercising all responsibilities

as Class Counsel and will fairly and adequately represent and protect the interests of the absent Class Members.

9. The Court approves Kroll Administrative to serve as the Settlement Administrator in this Action.

10. A Final Approval Hearing shall be held before this Court on *no earlier than June 24*, 2024<sup>\*</sup>, at [TIME], at the Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Trenton, New Jersey 08608, to address: (a) whether, for purposes of the Settlement only, the Court should finally certify the Settlement Class and whether the Settlement Class Representative and Class Counsel have adequately represented the Settlement Class; (b) whether the proposed Settlement should be finally approved as fair, reasonable and adequate and whether the Final Approval Order and Judgment should be entered; (c) whether the Released Claims of the Settlement Class in this Action should be dismissed on the merits and with prejudice; (d) whether Class Counsel's Attorney's Fees and Costs application and the Incentive Award for Named Plaintiff should be approved; (e) to hear any objections by members of the Settlement Class; and such other matters as the Court may deem necessary or appropriate. Papers in support of final approval of the Settlement, the Incentive Award to Named Plaintiff, and Class Counsel's Attorney's Fees and Costs application shall be filed with the Court according to the schedule set forth in Paragraph 19 below. The Final Approval

*\* Counsel are directed to contact the presiding mag. Judge no later than March 8, 2024 to schedule this hearing.*

Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Settlement Class. After the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Settlement Class Members with respect to the Released Claims being settled. The Court may finally approve the Settlement at or after the Final Approval Hearing with any modifications agreed to by Naturelo and the Class Representative and without further notice to the Settlement Class.

11. The Court approves, as to form and content, the use of a Claim Form, Email Notice, Long Form Notice, and Short Form/Postcard Notice substantially similar to the forms attached as Exhibits A, B, C and E to the Settlement Agreement, respectively. Written Notice will be provided to members of the Settlement Class by first-class U.S. mail and e-mail as well as other investigations deemed appropriate by the Settlement Administrator, updated by the Settlement Administrator in the normal course of business. Within 30 days of the date of entry of this Preliminary Approval Order, all Notices shall be mailed and posted on the case-designated website. Prior to the Final Approval Hearing, the Parties will submit to the Court a declaration of compliance with these notice provisions.

12. The Notice, as directed in this Order, constitutes the best notice practicable under the circumstances of this case and is reasonably calculated to

apprise the members of the Settlement Class of the pendency of this Action and of their right to object to the Settlement or exclude themselves from the Settlement Class. The Court further finds that the Notice program is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive such notice and that it meets the requirements of due process and of Federal Rule of Civil Procedure 23. As set forth in Paragraph 19 below, the notice mailing deadline is 30 days from the entry of this Preliminary Approval Order.

13. 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 submit to the Settlement Administrator, pursuant to the instructions and requirements set forth in the Notice, a timely and valid written request for exclusion postmarked no later than 60 days after the notice mailing deadline.

14. Each Request for Exclusion, or "Opt-Out", must be personally signed by the individual Class Member; any so-called "mass" or "class" opt-outs shall not be allowed. Further, to be valid and treated as a successful exclusion or "Opt-Out" the request must include: (a) the name of the Action; (b) the Requester's full name, address, telephone number, and personal and original signature, or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a valid power of attorney, to act on behalf of the Requester; and

(c) state unequivocally that the Requester desires to be excluded from the Settlement Class.

15. No person shall purport to exercise any exclusion rights for any other person, or purport to exclude any other Class Member as a group, aggregate or class involving more than one Class Member, or as an agent or representative. Any such purported exclusion shall be void and the Person that is the subject of the purported opt-out shall be treated as a member of the Settlement Class and be bound by the Settlement.

16. Any member of the Settlement Class who elects to be excluded shall have no rights under the Settlement Agreement, not be entitled to receive any of the benefits of the Settlement, shall not be entitled to object to the Settlement or appear at the Final Approval Hearing, and shall not be bound by the Settlement Agreement or any final judgment.

17. Any Settlement Class Member who does not submit a valid and timely request for exclusion may object to the proposed Settlement. Any such 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. Any such Settlement Class Member must file a written Objection providing notice of intention to appear with the Clerk of the United States District Court for the District of New Jersey and mail copies thereof to the

Settlement Administrator delivered or postmarked no later than 60 days after the notice mailing deadline. Each Objection must (i) set forth the Settlement Class Member's full name, current address, and telephone number; (ii) contain the Settlement Class Member's original signature or the signature of counsel for the Settlement Class Member; (iii) state that the Settlement Class Member objects to the Settlement, in whole or in part; (iv) set forth the complete legal and factual bases for the Objection; (v) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; and (vi) state whether the objecting Settlement Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel and whether the objecting Settlement Class Member plans on offering testimony at the Final Approval Hearing. Any Class Member that fails to object in the manner set forth herein shall be foreclosed from making such objection or opposition, by appeal, collateral attack, or otherwise and shall be bound by all of the terms of this Settlement upon Final Approval and by all proceedings, orders and judgments, including but not limited to the Release in the Action.

18. Pending final determination of whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class, and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any Released Claim against any of the



Released Parties in any action, arbitration or proceeding in any court, arbitration forum or tribunal.

19. Further settlement proceedings in this matter shall proceed according to the following schedule:

<u>EVENT</u>	<u>SCHEDULED DATE</u>
Notice mailing deadline	30 days after entry of Preliminary Approval Order
Attorney's Fees and Costs application due by	30 days following the Notice mailing deadline
Incentive Award application due by	30 days following the Notice mailing deadline
Last day for Settlement Class Members to opt-out of Settlement	60 days following the Notice mailing deadline
Last day for Settlement Class Members to Object to the Settlement	60 days following the Notice mailing deadline
Last day to submit a Claim Form	60 days following the Notice mailing deadline
Briefs in support of Final Approval due by	14 days prior to the Final Approval Hearing
Settlement Administrator to file declaration regarding notice requirements of Class Action Fairness Act, 28 U.S.C. § 1715	14 days prior to the Final Approval Hearing
Final Approval Hearing	On the date set in paragraph 10, but no earlier than 120 days after the <del>Notice mailing deadline</del> <i>Preliminary approval order enters.</i>

20. Service of all papers on counsel for the parties shall be made as follows: for Settlement Class Counsel to Stephen F. Taylor, Lemberg Law, LLC, 43 Danbury Road, Wilton, CT 06897; for Defendant to Glenn T. Graham, Kelley Drye & Warren LLP, One Jefferson Road 2nd Floor, Parsippany, NJ 07054. If the Settlement fails to become effective, is terminated, or is not consummated for any reason, the Settlement Agreement, including any amendments thereof, except as expressly provided in the Settlement Agreement, and this Order and all orders entered in connection therewith shall be null and void, of no further force or effect, and without prejudice to any Party, and may not be introduced as evidence or used in any actions or proceedings by any person or entity against the Parties, and the Parties shall be deemed to have reverted to their respective litigation positions immediately prior to the execution of the Settlement Agreement.

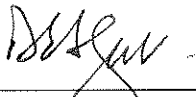
21. The Court may, for good cause, extend the deadlines set forth in this Order without further individual notice to the Settlement Class.

22. All discovery and other litigation activity in this Action is hereby stayed pending final approval of the Settlement.

23. The Settlement shall not constitute an admission, concession, or indication of the validity of any claims or defenses in the Action, or of any wrongdoing, liability, or violation by Naturelo, which vigorously denies all of the claims and allegations raised in the Action.

**IT IS SO ORDERED.**

Dated: Feb. 28, 2024

By:   
United States Judge