

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

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Fred Wallin, *on behalf of himself and all* :  
*others similarly situated,* :  
 : Civil Action No.: 3:22-cv-05960-GC-DEA  
Plaintiff, :  
 :  
 :  
vs. :  
 :  
Naturelo Premium Supplements LLC, :  
 :  
Defendant. :  
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**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement,” “Settlement,” or “Settlement Agreement”) is entered into by and among (i) Fred Wallin (“Plaintiff”), (ii) a settlement class of similarly-situated persons (identified herein as the “Settlement Class”), and (iii) Naturelo Premium Supplements LLC (“Naturelo”). The parties to this Agreement are collectively referred to as the “Parties.” This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the Released Claims (as the term is defined below) arising from and related to the allegations asserted by Plaintiff in these proceedings (the “Action”), upon and subject to the terms and conditions of this Settlement Agreement, and subject to the final approval of the Court. This Agreement is entered into as of the date it is signed by the last of the Parties to sign it.

## I. RECITALS

A. **WHEREAS**, on April 27, 2022, Plaintiff filed a class action complaint against Defendant in the Superior Court of California, County of Los Angeles, titled *Wallin v. Naturelo Premium Supplements LLC*, 22STCV14128, alleging, for himself, a putative Nationwide Class and a putative California Sub-Class, claims for relief against Defendant for breach of express warranty, breach of express warranties pursuant to the Magnuson-Moss Warranty Act, fraudulent concealment, and violations of the FAL, the CLRA, and the UCL, arising from the allegedly unlawful sale and marketing of magnesium supplements. Defendant denies all of Plaintiff's allegations and maintains that its marketing, advertising, and labeling has been accurate at all times and compliant with the regulations that govern the labeling of dietary supplements under the Food, Drug, and Cosmetic Act (the "FDCA").

B. **WHEREAS**, on May 27, 2022, and pursuant to the Class Action Fairness Act, 28 U.S.C. §§ 1332(d), 1441, 1446, and 1453, Defendant removed the Action to the United States District for the Central District of California Western Division where such action was titled *Wallin v. Naturelo Premium Supplements LLC*, 22-cv-03657.

C. **WHEREAS**, on August 22, 2022, Defendant filed a Motion to Dismiss the Central District of California proceeding;

D. **WHEREAS**, on September 6, 2022, the Parties filed a stipulation of dismissal pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) dismissing the Central District of California proceeding without prejudice.

E. **WHEREAS**, on October 7, 2022, and pursuant to the Class Action Fairness Act, 28 U.S.C. §§ 1332(d), Plaintiff filed the operative complaint (the “Complaint”) in the Action against Defendant in the United States District Court for the District of New Jersey titled *Wallin v. Naturelo Premium Supplements LLC*, 22-cv-05960-GC-DEA, alleging, for himself, a putative Nationwide Class and a putative California Sub-Class, claims for relief against Defendant for violation of the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, *et seq.*, for Fraudulent Concealment, for Breach of Express Warranty pursuant to Cal. Com. Code. § 2313, for violation of Cal. Bus. & Prof. Code. § 17500, for violation of the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, for violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code. § 17200 and for Breach of Implied Warranty of Merchantability pursuant to Cal. Com. Code. § 2314.

F. **WHEREAS**, counsel for the Parties have extensively investigated the facts relating to the claims alleged and defenses raised and the underlying events in the Action in proceedings in California and here, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Action, and

have conducted a thorough assessment of the strengths and weaknesses of their respective claims and defenses;

G. **WHEREAS**, Naturelo vigorously denies all claims asserted against it in the Action, denies all allegations of wrongdoing and liability, and denies that Plaintiff and the putative class members are entitled to any relief from Naturelo;

H. **WHEREAS**, counsel for the Parties have engaged in extensive arm's-length negotiations concerning the settlement of the claims asserted in the Action, including a full-day mediation session before the Hon. Jose L. Linares, former United States District Court Judge for the District of New Jersey, and in multiple conferences involving the Parties and the mediator;

I. **WHEREAS**, Naturelo, without admitting or conceding any wrongdoing or liability, has concluded that it is desirable and beneficial to fully and finally settle and terminate the Action in the manner and upon the terms and conditions set forth in this Settlement Agreement, subject to Court approval;

J. **WHEREAS**, Plaintiff, and his counsel, on behalf of the Settlement Class (as defined below), after receiving information and conducting discovery have concluded based upon their investigation, and taking into account the contested issues involved, the legal principles at issue, the expense and time necessary to prosecute the Action through trial, the risks and costs associated with further prosecution of the Action, the uncertainties of complex litigation, and the substantial

benefits to be received pursuant to this Settlement Agreement, that a settlement with Naturelo on the terms set forth is fair reasonable, and adequate, and in the best interest of the Plaintiff and the Settlement Class;

K. **WHEREAS**, the Parties and their counsel agreed to settle this Action on the terms set forth herein and to have judgment entered pursuant to this Settlement Agreement without trial or adjudication of any issue of fact or law excepting approval of this Settlement Agreement;

L. **WHEREAS**, This Settlement Agreement reflects a compromise between the Parties and in no event shall be construed as or deemed an admission or concession by any Party of the truth of any allegation or the validity of any purported claim or defense asserted in any of the pleadings in the Action, or of any fault on the part of the Defendant, and all such allegations are expressly denied. Nothing in this Settlement Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

M. **WHEREAS**, Plaintiff's Motion for Preliminary Approval will include a request for the Court to certify the Settlement Class, comports with the definition agreed-upon by the Parties and mirroring the definition set forth in Section II(32) below. This Settlement is expressly conditioned upon and subject to preliminary and final approval by the Court, as set forth herein. Absent such approvals, this

Agreement and underlying Settlement shall be null, void, and of no further force or effect and the Parties shall be returned to their status quo ante;

N. **WHEREAS**, Naturelo has agreed to fund a settlement fund of one million five hundred thousand dollars (\$1,500,000.00 USD) to fund the settlement (the “Settlement Fund”), which shall be used to pay Settlement Class Members who submit Valid Claim Forms as further defined herein, to pay Plaintiff’s counsel a Fee Award as awarded by the Court, to pay an Incentive Award to the Named Plaintiff as awarded by the Court, and to pay all reasonable Settlement Administration Costs incurred in administering the settlement; and

O. **NOW THEREFORE**, it is hereby agreed that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to the terms and conditions set forth herein and the approval of the Court, the Action shall be fully and finally settled and dismissed with prejudice on a class-wide basis.

## **II. DEFINITIONS**

Unless defined elsewhere in this Settlement Agreement, as used herein and in the documents attached hereto as exhibits, the terms set forth below shall have the meanings set forth below. The singular includes the plural and vice versa.

1. “Claims Deadline” means sixty (60) days following commencement of the Notice Plan.

2. “Claim Form” means the document(s) substantially in the form attached hereto as Exhibit A.

3. “Class Counsel” or “Settlement Class Counsel” means Lemberg Law LLC.

4. “Class Period” means the period from September 1, 2018, through the date of the Preliminary Approval Order.

5. “Counsel for Naturelo” or “Naturelo’s Counsel” means Kelley Drye & Warren LLP.

6. “Court” means the United States District Court for the District of New Jersey.

7. “*Cy Pres* Recipient” means the organization that the Parties agree to, and that the Court finds appropriate, to potentially receive funds from uncashed Settlement Checks.

8. “Defendant” or “Naturelo” means Naturelo Premium Supplements LLC.

9. “Effective Date” means one (1) business day after the Final Approval Order and Judgment becomes final. For this Agreement’s purposes, the Final Approval Order and Judgment becomes final at the later of the following occurrences: (a) the time for an appeal has expired without an appeal having been timely filed; (b) an appeal was filed and the appellate court has affirmed Final

Approval Order and Judgment without any material change, and its mandate has issued; or (c) an appeal was filed and, on remand, the Court enters a further order or orders approving the settlement on the terms set forth herein, and either no further appeal is taken from any such order or any such appeal results in affirmance.

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

11. “Fee Award” means any award of reasonable attorneys’ fees and reimbursement of costs and expenses to be awarded by the Court to Class Counsel.

12. “Final Approval Hearing” means the hearing at which the Court will be asked to grant final approval to this Settlement Agreement in all material respects as fair, reasonable, and adequate, consider any timely objections to this Settlement Agreement, authorize the entry of a final judgment, and determine the amounts of the Fee Award and Incentive Award.

13. “Final Approval Order and Judgment” means the order in which the Court certifies the Settlement Class, grants final approval of this Settlement Agreement, authorizes the entry of a final judgment, and dismisses the Action with prejudice.

14. “Funding Date” means the date, which shall be no later than thirty (30) days after the Effective Date, on which Naturelo shall deposit the balance of the Settlement Fund.



15. “Household” means all Persons residing at the same physical address.

16. “Incentive Award” means the payment to be made to the Named Plaintiff as set forth in this Settlement Agreement, subject to the approval of the Court in recognition for the Named Plaintiff’s service in prosecuting the Action.

17. “Long Form Notice” means the long form notice to be made available on the Settlement Website, describing the terms of this Settlement Agreement and containing information on how to file a claim, opt out of the Settlement Class, or object, substantially in the form of Exhibit C hereto.

18. “Notice” means the notice of this proposed Settlement Agreement and Final Approval Hearing, which is consistent with the requirements of Due Process, and which is to be provided substantially in the manner set forth in this Agreement and the exhibits thereto, including Long Form Notice, Short Form/Postcard Notice, E-Mail Notice and the Settlement Website.

19. “Notice Plan” means and refers to the plan to disseminate Notice of the Settlement Agreement to the Settlement Class that comports with due process.

20. “Objection Deadline” means the date by which any Persons who fall within the definition of “Settlement Class” must submit any objections to the Settlement Agreement and shall be set for a date sixty (60) days following commencement of the Notice Plan.

21. “Opt-Out Deadline” means the date by which any Persons who fall within the definition of “Settlement Class” must submit any requests to exclude themselves from or Opt-Out of the Settlement Agreement and shall be set for a date sixty (60) days following commencement of the Notice Plan.

22. “Parties” means the Plaintiff and Naturelo.

23. “Person” means, without limitation, any individual, and any entity including without limitation, a corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, and any other business or legal entity and their respective predecessors, successors, representatives, and assigns.

24. “Plaintiff,” “Named Plaintiff,” or “Class Representative” means Fred Wallin.

25. “Preliminary Approval Order” means the Court’s Order entered in connection with the hearing at which the Court, *inter alia*, preliminarily certifies the Settlement Class, grants its preliminary approval to this Settlement Agreement, authorizes the dissemination of Notice to the Settlement Class, and schedules the Final Approval Hearing. The Preliminary Approval Order shall be substantially consistent with Exhibit D to this Agreement.

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

27. “Release,” or “Releases” means the releases set forth in Section V of this Settlement Agreement.

28. “Settlement Administration Costs” means the expenses incurred by the Settlement Administrator in providing Notice pursuant to the Notice Plan approved by the Court, processing claims, and mailing checks for Settlement Class Members. Settlement Administration Costs shall be paid from the Settlement Fund.

29. “Settlement Administrator” means the firm approved by the Court to issue Notice to the Settlement Class Members and to administer the settlement.

30. “Settlement Agreement,” “Settlement,” or “Settlement Agreement and Release” or “Agreement” means this settlement agreement and release, including the attached exhibits.

31. “Settlement Check” means the negotiable checks to be sent to those Settlement Class Members who submit Valid Claim Forms.

32. “Settlement Class” is specifically defined as “All persons residing in the United States of America who purchased the Supplement, during the Class Period.”

33. “Settlement Class Member” or “Class Member” means a Person who falls within the definition of the Settlement Class and who has not submitted a Successful Opt-Out.

34. “Settlement Fund” means the total aggregate common fund that Naturelo will be obligated to pay by operation of this Settlement Agreement if it receives final approval from the Court and the Final Approval Order and Judgment becomes final. The Settlement Fund equals one million five hundred thousand dollars (\$1,500,000.00 USD) and constitutes Naturelo’s maximum and exclusive payment obligation under this Settlement Agreement to settle the Action in full. The Settlement Fund amount of one million five hundred thousand dollars (\$1,500,000.00 USD) represents the total extent of Naturelo’s monetary obligations under this Agreement. In no event shall Naturelo have to pay more than \$1,500,000.00. The Settlement Fund is a non-reversionary fund; all portions of the fund will be used to pay Valid Claims, any Attorney’s Fees and Costs, any Incentive Award, Administrative Costs and any *cy pres* distribution and no part of the fund will revert to Naturelo. The Settlement Fund shall be maintained in an interest-bearing account if possible at a bank chosen by the Settlement Administrator (the

“Settlement Fund Bank Account”). Any costs associated with opening and/or maintaining the bank account to hold the Settlement Fund shall be deducted from the Settlement Fund. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings.

35. “Settlement Website” means the website to be created by the Settlement Administrator containing full details and information about the Settlement, including this Agreement, the Preliminary Approval Order, and the Long Form Notice, and providing Settlement Class Members means to submit claims online.

36. “Short Form/Postcard Notice” means written notice of the settlement in the form attached hereto as Exhibit E, to be sent in a postcard format, summarizing the terms of the settlement and advising Persons who fall within the definition of the Settlement Class of their options in submitting a claim, excluding themselves, and objecting to the settlement.

37. “Successful Opt-Out” means a properly completed and timely opt out request, but shall not include (a) any requests that are not treated as requests for exclusion, and (b) any requests that are invalid, untimely, or are otherwise void pursuant to the provisions of this Agreement.

38. “Supplement” means the dietary supplements offered for sale by Naturelo, contained within packaging substantially similar to the packaging alleged

at paragraph 16 (pp. 6-7) of the Complaint, as “Magnesium Glycinate Chelate” with “200 MG per capsule.”

39. “Valid Claim Form” shall mean a Claim Form that:

a. is filled out truthfully and completely by a Settlement Class Member or a person authorized by law to act on behalf of a Settlement Class Member in accordance with the directions and requirements for submitting a Claim Form;

b. is executed and certified by the Settlement Class Member for whom the Claim Form is being submitted (or by his, her, or their legal representative), physically or electronically, with the required affirmation;

c. which includes, if necessary, proof of purchase of the Supplement;

d. is timely, as judged by the fact that it is postmarked (if mailed to the Settlement Administrator) or time-stamped (if submitted to the Settlement Administrator via the Settlement Website) by the Claims Deadline;

e. is not deemed fraudulent by the Settlement Administrator; and

f. is not successfully challenged.

40. All references to days shall be interpreted to mean calendar days, unless otherwise noted. When a deadline or date falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next business day that is not a weekend or legal Court holiday.

41. All references to “his,” “her,” and similar terms are intended to be gender-neutral and apply equally to Persons who are businesses, organizations, or other non-natural Persons.

42. Other terms are defined in the text of this Settlement Agreement and shall have the meaning given to those terms in the text. It shall be the intent of the Parties in connection with all documents related to the Settlement that defined terms as used in other documents shall have the meaning given to them in this Settlement Agreement, unless otherwise specified.

### **III. SETTLEMENT CONSIDERATION AND CLAIMS PROCEDURE**

In consideration of a full, complete, and final settlement of the Action, dismissal of the Action with prejudice, and the Releases set forth in Section V below, and subject to the Court’s preliminary and final approval, the Parties agree to the following relief:

#### **1. Relief to Settlement Class Members.**

a. No later than the Funding Date, Naturelo shall pay to the Settlement Administrator for deposit into the Settlement Bank Account one million five hundred thousand dollars (\$1,500,000.00 USD) less any amounts already paid to the Settlement Administrator. Naturelo shall not be responsible for any payments or obligations other than those specified in this Agreement. Under no circumstances will Naturelo be obligated to pay any amounts outside of the Settlement Fund. Under

no circumstances will any portion of the Settlement Fund revert to Naturelo except under the circumstances set forth in this paragraph. In the event that this Settlement Agreement is not finally approved or otherwise terminates, any advances paid to the Settlement Administrator by Naturelo that have not been spent, and are not required for amounts that are due and payable for reasonable and identified notice and administration costs already incurred, shall, within ten (10) business days, be returned by the Settlement Administrator to Naturelo in the manner that Naturelo directs.

b. In order to facilitate the notice and claims administration process, the Parties shall provide the Settlement Class Administrator with the known name, address and email address of Settlement Class Members available to the Parties. Any information provided to the Settlement Class Administrator shall be provided solely for the purpose of providing Notice to the Settlement Class and informing Settlement Class Members about their rights further to this Settlement, shall be kept in strict confidence, shall not be disclosed to any third party other than the Parties to this Agreement and their counsel if necessary to effectuate the terms of the Agreement or the administration process, shall be used for no other cases, and shall be used for no other purpose.



c. Subject to the terms and conditions of this Agreement, Settlement Class Members shall qualify for payment from the Settlement Fund if they submit a Valid Claim Form before the Claims Deadline.

d. Each Settlement Class Member who submits a timely and Valid Claim Form shall receive a pro-rata share of the Settlement Fund based on whether or not there is Proof of Purchase and the number of Supplements purchased after payment of Settlement Administration Costs, the Fee Award, and the Incentive Award according to the following formula:

1. **Without Proof of Purchase:** Settlement Class Members that submit a Valid Claim Form without a Proof of Purchase will be entitled to one Award Unit, capped at \$24.95, per Household (hereafter “Without Proof of Purchase” claims).
2. **With Proof of Purchase:** Settlement Class Members that submit a Valid Claim Form with Proof of Purchase, and/or Naturelo otherwise possesses proof of the Settlement Class Member’s purchase, will be entitled to one Award Unit, capped at \$24.95 per unit, for each Supplement purchased. These claims will be referred to herein as “Proof of Purchase Claims.”
3. Each Award Unit will have an equal monetary value not to exceed \$24.95. The Award Units will be determined by dividing

the Net Settlement Fund (calculated and defined as the total Settlement Fund less Settlement Administration Costs, the Fee Award and Incentive Award) by the total of valid Without Proof of Purchase Claims plus the total of Supplements purchased by the Valid Proof of Purchase Claims.

e. Claim Forms shall be returned or submitted to the Settlement Administrator via U.S. Mail or via submission through the Settlement Website, by the Claims Deadline or be forever barred.

f. If a Settlement Class Member who is an individual and is entitled to receive \$600 or more fails to deliver a signed and completed Form W-9 to the Settlement Administrator by the Final Approval Hearing, the Settlement Class Member's payment will be subject to appropriate treatment as required by then-existing rules and regulations of the Internal Revenue Service. Any Settlement Class Member who does not submit a Valid Claim Form by the Claims Deadline, as shown by postmark or other identifiable date of transmission, shall receive no monetary payment from the Settlement Fund. All Settlement Class Members will be informed that checks containing payments must be cashed within ninety (90) days of issuance or else the check will be void and they will have no further right or entitlement to any payment under the terms of this settlement.

g. Notwithstanding any judgment, principle, common law rule or statute, there shall be no interest accrued, owing, or paid by Naturelo on Valid Claim Forms, Settlement Checks, the Settlement Fund, or on any other benefit available (or potentially available) under this Agreement.

h. To the extent that any Settlement Checks remain uncashed after the void date, if it is administratively feasible, the Settlement Administrator shall distribute the funds associated with those checks to Settlement Class Members who cashed their check from the first distribution on the same *pro rata* basis as set forth in Section III(1)(d) *supra*. If a second distribution is not administratively feasible, or if any amounts remain in the Settlement Fund after the second distribution, the Class Administrator will pay any such funds to the *Cy Pres* Recipient(s) approved by the Court.

**2. Class Notice and Administration of Claims**

a. Within thirty (30) days of entry of the Preliminary Approval Order, Notice will issue.

b. The Parties shall provide the Settlement Administrator with the names and addresses and/or email addresses of Settlement Class members to the extent they are available. The Settlement Administrator shall, by using the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“Postal Service”), obtain updated mailing addresses, if available.

c. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall send the Short Form/Postcard Notice to each Class Member via first class mail whose names and addresses are available in Defendant's records. To the extent deemed necessary by the Settlement Administrator, the last known address of Persons in the Settlement Class will be subject to confirmation or updating as follows: (a) the Settlement Administrator may conduct a reasonable search to locate an updated address for any Person in the Settlement Class whose Short Form/Postcard Notice is returned as undeliverable; (b) the Settlement Administrator shall update addresses based on any forwarding information received from the United States Post Office; and (c) the Settlement Administrator shall update addresses based on information it receives and through any requests received from Persons in the Settlement Class.

d. If any Short Form/Postcard Notice sent under this Section is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Short Form/Postcard Notice once to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Other than as set forth in this paragraph, neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail the Short Form/Postcard Notice.

e. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator will coordinate the Email Notice to

be sent via email to Settlement Class Members identified from the records of Product retailers of all Product sales in the United States. The Parties have subpoenaed the Product Retailer, Amazon.com, which also sold the Supplements in the United States, for purchase records and email addresses of Settlement Class Members who purchased the Supplements. The Settlement Administrator will coordinate with Amazon the transmission of the Email Notice following industry-standard best practices for the Email Notice creation and dissemination. The Email Notice will be sent from an IP address known to major email providers as one not used to send “spam” emails. If a “bounce message” is received by the sender that indicates that an Email Notice has not been delivered for reasons other than that the email address does not exist (such as a full mailbox, an inactive account, or rejection as spam), at least one additional attempt will be made to send the Email Notice. Further, at the discretion of the Parties, reminder Email Notices may be sent to Settlement Class Members during the pendency of the claim period to remind members of upcoming claim deadlines.

f. The Settlement Class Administrator will receive the Claim Forms, reasonably assist Settlement Class Members in completing and submitting forms and propose a list of accepted and rejected claims to counsel for the Parties. The Settlement Administrator shall examine each Claim Form and determine if the Claim Form constitutes a Valid Claim Form eligible to receive the Settlement Check

described above. The Settlement Administrator will reject any claim where there is evidence of fraud. For avoidance of doubt, the Claim Administrator may require Settlement Class Members to provide additional information on the Claim Form to facilitate the identification of valid claims, as well as fraudulent or otherwise invalid claims. The decision of the Settlement Administrator regarding the validity of a Claim Form is final and binding on the Parties. Upon request, the Settlement Administrator will provide copies of all Claim Forms to counsel for the Parties.

g. In no event shall:

(a) the maximum payment to any Household that has submitted claims that are not corroborated by Proof of Purchase exceed \$24.95; or

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

h. No later than thirty (30) days following the entry of the Preliminary Approval Order, the Settlement Administrator shall cause the Long Form Notice, a downloadable Claim Form that may be printed and mailed to the Settlement Administrator, an electronic version of the Claim Form that may be completed and submitted electronically, this Settlement Agreement, the Complaint, the Preliminary Approval Order, and any other relevant documents to be made available on a dedicated Settlement Website, the website name/URL for which is to

be agreed upon by the Parties, to be administered by the Settlement Administrator. When available, the Settlement Administrator shall make available on the Settlement Website Class Counsel's application for a Fee Award and any motion seeking approval of any Incentive Award as well as the Final Approval Order. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Class Counsel and Defendant's Counsel. Such approvals shall not be unreasonably withheld.

i. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall set up a toll-free telephone number that will provide automated information about the Settlement, the Settlement Class Members' rights, important deadlines, and instructions as to how Settlement Class Members may request and obtain hard-copy Settlement documents. That telephone number shall be maintained until the Claims Deadline. After that time, and through the date the Final Approval Order is entered, a recording will advise any caller to the toll free telephone number that the Claims Deadline has passed and that details regarding the Settlement may be reviewed on the Settlement Website.

j. The Settlement Administrator shall serve notice of this Settlement to the appropriate state and federal officials pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715. The Settlement Administrator shall be responsible for drafting and preparing the notice in conformity with 28 U.S.C.

§ 1715 and for identifying the appropriate state and federal officials to be notified. The Settlement Administrator shall provide proof of such compliance by preparing a confirmation declaration to be filed with the Court at least fourteen (14) days prior to the Final Approval Hearing.

**3. Payment of Settlement Administration Costs**

a. All Settlement Administration Costs, including the Settlement Administrator's fees and expenses, shall be paid out of the Settlement Fund.

b. The Settlement Administrator will, as early as practicable, estimate the Settlement Administration costs, and communicate that estimate to the Parties.

c. Within thirty (30) days after entry of the Preliminary Approval Order, or within thirty (30) days after receiving an estimate from the Settlement Administrator of the total anticipated Settlement Administration Costs, whichever is later, Naturelo will advance the estimated Settlement Administration Costs to the Settlement Administrator.

**4. Payment of Benefits**

a. Subject to the terms and conditions of this Settlement Agreement, after the Funding Date, the Settlement Administrator shall make the following disbursements from the Settlement Fund in this order:



i. Pay all taxes and tax-related expenses, if any or, at the Settlement Administrator's discretion, it shall reserve the amount of the Settlement Fund sufficient to pay taxes and tax-related expenses;

ii. Pay to the Settlement Class Representative any Incentive Award ordered by this Court;

iii. Pay to Class Counsel any Fee Award ordered by the Court;

iv. Pay all remaining Settlement Administration Costs and, if additional costs are to be incurred in the future, reserve the amount of the Settlement Fund sufficient to pay all Settlement Administration Costs.

v. Mail Settlement Checks to all Settlement Class Members pursuant to the Award Unit formula of Section III(1)(d) of this Agreement who submitted Valid Claim Forms and who have not submitted a Successful Opt-Out or had their claim rejected including, if necessary and administratively feasible as set forth herein, a second *pro rata* distribution of funds consisting of uncashed checks to Settlement Class Members who cashed their check from the first distribution.

vi. Pay any remaining amounts in the Settlement Fund to the *Cy Pres* Recipient(s).

b. The Settlement Checks shall be mailed to the addresses provided by Settlement Class Members on their Valid Claim Form.

c. All Settlement Checks issued under this section shall be void if not negotiated within ninety (90) days of their date of issue and shall contain a disclosure to that effect.

d. The Settlement Administrator's and the Parties' respective obligations with respect to the distribution of Settlement Checks, the Settlement Administration Costs, any Fee Award, any Incentive Awards, and the amount of unclaimed and uncashed Settlement Checks, if any, shall be performed reasonably and in good faith. So long as such obligations are performed in good faith, the Parties and the Settlement Administrator shall not be liable for erroneous, improper, or inaccurate distribution, and the Release and any judgment shall be effective on the Effective Date.

#### **IV. SETTLEMENT PROCEDURES**

##### **1. Settlement Class Certification**

Naturelo does not object to the certification of the Settlement Class strictly and solely for settlement purposes. Certification of the Settlement Class will be effective only with respect to the Settlement of this Action and is without prejudice to the rights of Naturelo to oppose class certification and/or to contest issues of liability in this Action should this Settlement Agreement be terminated, or the Effective Date not occur for any reason. This Settlement Agreement shall be inadmissible as evidence that Naturelo has engaged in any wrongful conduct, or

conduct that otherwise violates any federal, state, or local laws, regulations or rules, shall be inadmissible in any other action against Naturelo, and shall not be construed as an admission by Naturelo as to any matter. In the event that this Agreement is terminated pursuant to its terms or the Effective Date does not occur for any reason, then certification of the Settlement Class, which is strictly and solely for settlement purposes only, will be vacated and of no further force or effect, and the Action will proceed as it existed before execution of this Settlement Agreement.

**2. Preliminary and Final Approval Orders**

a. Plaintiff will file a motion for entry of an order preliminarily approving this settlement. Plaintiff will request that the Court enter an “Order Preliminarily Approving Class Action Settlement and Approving Class Notice” in the form attached hereto as Exhibit D. Additionally, Plaintiff will request that the Court approve a “Notice of Class Action and Proposed Settlement,” including a Claim Form attached hereto as Exhibit A, and request that the Court permit the Parties to direct the Settlement Administrator to send Notice as set forth in this Agreement.

b. The Preliminary Approval Order will set a date for a Final Approval Hearing. At the time Plaintiff moves for the Preliminary Approval Order as described above, Class Counsel shall request that, after Notice is given, the Court

hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

c. After Notice is provided, Plaintiff shall request and obtain from the Court a Final Approval Order in the form attached hereto as Exhibit F. The fact that the Court may require non-substantive changes in the Final Approval Order will not invalidate this Agreement or the Settlement. If the Court does not enter a Final Approval Order substantially in the form of Exhibit F or a modified version thereof that is acceptable to all Parties, which becomes a final and non-appealable order, then this Agreement shall be null and void.

d. Naturelo's failure to oppose the Plaintiff's request for entry of a Preliminary Approval Order and/or a Final Approval Order shall not constitute an admission by Defendant as to any matter.

**3. Right and Effect of Members of the Class to Opt-Out**

a. Each Person who falls within the definition of the Settlement Class shall have the right to opt-out and not participate in the Settlement Agreement as provided for in the Preliminary Approval Order.

b. The Notice shall explain the right to request exclusion from the Settlement Class and not to be bound by this Settlement Agreement, if, before the Opt-Out Deadline, the Person who falls within the definition of the Settlement Class (a "Requester") completes and mails a valid request for exclusion (an "Opt-Out") to

the Settlement Administrator at the address set forth in the Notice. The Opt-Out must be postmarked on or before the Opt-Out Deadline.

c. For an Opt-Out request to be valid and treated as a Successful Opt-Out, it must include: (a) the Requester's full name, address, and the name of the Action and telephone number; (b) the Requester's 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, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement. The Settlement Administrator shall promptly inform Naturelo's Counsel and Class Counsel of any Opt-Out requests it receives.

d. Persons who submit Successful Opt-Outs shall receive no benefit or compensation under this Settlement Agreement, shall have no right to object to the proposed Settlement Agreement or participate at the Final Approval Hearing, and shall not be bound by any order or judgment entered in this Action.

e. A request to Opt-Out that does not comply with all of the foregoing, or that is not timely submitted or postmarked by the Opt-Out deadline, or that is sent to an address other than that set forth in the Notice, shall be invalid and the person serving such request shall be treated as a Settlement Class Member and

be bound by this Settlement Agreement and the Release contained herein if finally approved.

f. No Person shall purport to exercise any exclusion rights of any other Person, or purport to: (i) Opt-Out Persons who fall within the definition of the Settlement Class as a group, aggregate, or class involving more than one Person; or (ii) Opt-Out more than one Person who falls within the definition of the Settlement Class on a single paper, or as an agent or representative. Any such purported Opt-Outs shall be void, and any Person(s) who are the subject of such purported Opt-Outs shall be treated as Settlement Class Members.

g. Before the Final Approval Hearing, the Settlement Administrator shall create a comprehensive list of Successful Opt-Outs. The Parties shall, if possible, agree as to whether a communication from or on behalf of a Person who falls within the definition of the Settlement Class is a request to Opt-Out. Naturelo's Counsel and Class Counsel may dispute an Opt-Out or purported Opt-Out, and if the Parties are unable to resolve such dispute, they shall present the issue to the Court for resolution.

#### **4. Inquiries to the Settlement Administrator**

It shall be the responsibility of the Settlement Administrator to respond to all inquiries from or on behalf of potential Settlement Class Members with respect to this Settlement. Class Counsel and Counsel for Naturelo must both approve any

FAQs or other material the Settlement Administrator may use to answer inquiries and shall confer and assist the Settlement Administrator as it requests.

**5. Objections to the Settlement and Appearance at Final Approval Hearing**

a. Any Settlement Class Member may comment in support of, or in opposition to, the Settlement at his or her own expense; provided, however, that all comments and/or objections must be in writing and mailed or hand-delivered to the Clerk of the Court and the Settlement Administrator and postmarked or delivered by no later than the Objection Deadline. Objections may be filed by counsel for a Settlement Class Member, retained at the Settlement Class Member's expense, though any such counsel must file an appearance in the Action.

b. Each objection must:

(i) set forth the Settlement Class Member's full name, 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, including citations to relevant authorities;

(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.

c. An objector is not required to attend the Final Approval Hearing. However, any Settlement Class Member who objects may appear at the Final Approval Hearing, either in person or through an attorney hired at his or her own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the underlying settlement. A Settlement Class Member or his or her attorney who wishes to speak at the Final Approval Hearing must so state in his or her written objection or submit a separate notice of intention to appear to the Clerk of Court no later than the Objection Deadline. No Settlement Class Member shall be permitted to raise matters at the Final Approval Hearing that the Settlement Class Member could have raised in a written objection but failed to do so.

d. Any Settlement Class Member who fails to timely submit a written objection with the Court shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Agreement by appeal or other means, and shall be deemed to have



waived his or her objections and be forever barred from making any such objections in the Action or any other related action or proceeding.

**6. Final Approval Hearing**

a. The Parties will request that the Court schedule a Final Approval Hearing after the Claims Deadline, Objection Deadline and Opt-Out Deadline.

b. Class Counsel shall file their petition for a Fee Award and Incentive Award no later than thirty (30) days prior to the Objection Deadline.

c. Class Counsel shall file their motion for entry of a Final Approval Order and Judgment no later than fourteen (14) days prior to the Final Approval Hearing.

d. No more than fourteen (14) days prior to the Final Approval Hearing, the Settlement Administrator shall file with the Court and serve on counsel for all Parties a declaration stating that the Notice required by the Agreement has been completed in accordance with the terms of the Preliminary Approval Order and that notice was completed in accordance with CAFA.

e. If the Settlement Agreement is preliminarily approved by the Court, and all other conditions precedent to the Settlement have been satisfied, then Plaintiff shall file a Motion for Final Approval asking, *inter alia*, that the Court enter a Final Approval Order and Judgment, with Plaintiff filing a memorandum of points and authorities in support of the motion. Either Party may file a memorandum

addressing any objection to the Settlement that has been submitted. Any request by Naturelo for entry of the Final Approval Order and Judgment, or failure to object to Plaintiff's request for entry of the Final Approval Order and Judgment, shall not be an admission or concession by Naturelo as to any matter pertaining to Plaintiff's claims or the Action.

f. At the Final Approval Hearing, the Court will consider and determine whether the provisions of this Agreement should be finally approved as fair, reasonable, and adequate, whether any objections to the Agreement should be overruled, whether the requested Fee Award and the requested Incentive Award should be approved, and whether a judgment finally approving the Settlement Agreement should be entered.

g. This Settlement Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order that grants final approval of this Agreement and:

(i.) finds that the Notice provided satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process under the Constitution of the United States;

(ii.) finds that Settlement Class Members have been adequately represented by the Class Representative and Class Counsel;

(iii.) finds that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class, that each Settlement Class Member shall be bound by this Agreement, including the releases in Section V, and that this Settlement Agreement should be and is approved;

(iv.) dismisses on the merits and with prejudice all claims of the Settlement Class Members asserted against Naturelo, without fees or costs to any Party except as provided in this Agreement; and

(v.) retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Settlement.

## **7. Litigation Stay**

Except as necessary to secure approval of this Settlement Agreement or as otherwise provided herein, the Parties shall take no further steps to prosecute the Action in this Court or in any other court. In the event the Settlement Agreement is not approved or is terminated according to its terms, the Parties may resume litigation no sooner than fourteen (14) days after such event or as otherwise directed by the Court.

**8. Conditions of Settlement; Effect of Disapproval, Cancellation, Termination or Nullification of Settlement**

a. The Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last in time of the following events occurs:

(i) This Agreement has been signed by the Parties, Settlement Class Counsel, and Naturelo's Counsel;

(ii) The Court has entered the Preliminary Approval Order;

(iii) The Court has entered the Final Approval Order and Judgment substantially consistent with the Order attached hereto as Exhibit F following Notice to the Settlement Class; and

(iv) The Final Approval Order and Judgment has become final.

b. If some or all of the conditions specified in Section IV(8)(a) are not met, or in the event that this Settlement Agreement is not approved by the Court, or the Settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be cancelled and terminated subject to Section IV(8)(c) below, unless Class Counsel and Naturelo's Counsel agree in writing to proceed with this Agreement. Notwithstanding anything herein, the Parties agree that the Court's decision as to the amount of the Fee Award to Class Counsel, or the Incentive Award to the Named

Plaintiff, regardless of the amounts awarded, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

c. Naturelo shall have the option to terminate this Settlement Agreement and thereby render the Settlement Agreement null and void, if (i) the Court fails to give preliminary approval to this Settlement Agreement or any aspect of the Settlement, or fails to give final approval to this Settlement Agreement or any aspect of the Settlement; (ii) the Court materially alters the Agreement, the proposed Preliminary Approval Order or proposed Final Approval Order; (iii) an appellate court reverses the Final Approval Order, and the Settlement Agreement is not reinstated without material change by the Court on remand; (iv) the Effective Date does not occur; or (v) any other ground for termination provided for elsewhere in this Agreement occurs. Naturelo's termination shall be communicated in writing to Class Counsel within thirty (30) days of the occurrence of any event giving rise to Naturelo's option to terminate.

d. If this Agreement is terminated or fails to become effective for any reason, the Parties—to the fullest extent possible—shall be restored to their respective positions as of the date of the signing of this Agreement. In such event, any Judgment or other order entered by any court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* as if this Agreement had never been entered into.

**9. No Admission of Liability; Non-Use**

a. Naturelo has agreed to the terms of this Agreement to end all controversy with Plaintiff and the Settlement Class Members and to avoid the burden and expense of litigation, without in any way acknowledging fault or liability. Nothing herein shall constitute an admission by Naturelo that the Action was properly brought on a class or representative basis other than for settlement purposes. Naturelo denies any liability or wrongdoing of any kind associated with the alleged claims in the Action. Naturelo has denied and continues to deny each and every material factual allegation and all claims asserted against it in the Action. Nothing herein shall constitute an admission by Naturelo or any Released Party (defined below) of wrongdoing or liability, or of the truth of any allegations in the Action. The settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement are not and shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Naturelo or any Released Party, or as a concession by Naturelo or any Released Party as to the truth of any of the allegations in the Action, or the veracity of any claim for relief or defense, or as an admission regarding any other matter in the Action.

b. This Agreement, whether or not consummated, and any proceedings taken pursuant to it:

i. shall not be offered or received against Naturelo or any Released Party (defined below) as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Naturelo or any Released Party concerning the truth of any fact alleged by the Plaintiff or the validity of any claim that was or could have been asserted against Naturelo or any Released Party in the Actions or in any litigation, or of any liability, fault, misconduct or wrongdoing of any kind of Naturelo or any Released Party;

ii. shall not be offered or received against Naturelo or any Released Party (defined below) as evidence of a presumption, concession or admission of any liability, fault, misconduct or wrongdoing by Naturelo or the Released Parties, or against the Plaintiff or any Settlement Class Member as evidence of any infirmity in the claims of the Plaintiff or the other Settlement Class Members;

iii. shall not be offered or received against Naturelo or any Released Party (defined below), or against the Plaintiff or any other Settlement Class Members, as evidence of a presumption, concession or admission concerning any liability, fault, misconduct or wrongdoing of any kind, or in any way referred to for any other reason as against Naturelo or any Released Party, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; except, if this

Agreement is approved by the Court, then Naturelo or any other Released Party may refer to it to effectuate the protection from liability granted them by this Agreement;

iv. shall not be construed against Naturelo or any Released Party (defined below), or against the Plaintiff or any other Settlement Class Members as an admission, concession, or presumption that the consideration to be given by this Agreement represents the amount which could be or would have been recovered after trial; and

v. shall not be construed against the Plaintiff or any Settlement Class Member as an admission, concession, or presumption that any of their claims are without merit or that damages recoverable in this Action would not have exceeded the Settlement Fund.

c. This Agreement may be pleaded by Naturelo and any Released Party (defined below) as a full and complete defense to, and may be used as the basis for, an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained in Section V herein.

## V. RELEASE

### 1. Releases; Binding and Exclusive Nature of Settlement Agreement

a. In connection with the Settlement, the Final Approval Order and Judgment shall provide that the Action is dismissed with prejudice as to the Named



Plaintiff and all Settlement Class Members. As of the Effective Date, the Releasing Parties (defined below) shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever released, resolved, relinquished and discharged each and all of the Released Parties (defined below) from each of the Released Claims (defined below). Upon the Effective Date, this Settlement shall be the exclusive remedy for any and all Released Claims of the Releasing Parties. The Releasing Parties shall be permanently barred from instituting any actions or causes of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal, or local government agency or with any administrative or advisory body, in any jurisdiction, including in any federal, state, or local court or tribunal arising from or reasonably related to the Released Claims against any person or entity, including the Released Parties, whether on behalf of Plaintiff, any Settlement Class Member or others, or whether individually or collectively. The Release does not apply to Persons who fall within the definition of the Settlement Class but who submit a Successful Opt-Out in accordance with the term of this Agreement.

b. For purposes of this Settlement Agreement, “Released Parties” means Naturelo, its predecessors, successors, affiliates, parent companies, and subsidiaries (collectively, “Affiliates”), and all of their past or present predecessors,

successors, direct or indirect parents, subsidiaries, associates, affiliates, assigns, employers, employees, shareholders, principals, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, vendors, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns, franchisees and persons, firms, trusts, corporations (each solely in their respective capacity as such), and any and all of Naturelo's suppliers, manufacturers, and other entities or persons who served as a supplier or manufacturer to Naturelo for all or part of any Supplement or who was upstream and/or downstream in the production/distribution channels including but not limited to Norax Supplements LLC and Best Formulations, Inc.; and any other individuals or entities in which Naturelo or its affiliates has or had a controlling interest, to which they are related, or with which they are affiliated and any other representatives of any of these individuals or entities. It is expressly understood that each named or unnamed Released Party that is not a party to this Settlement Agreement is an intended and express third-party beneficiary of this Settlement Agreement, and each may seek to enforce any provision of this Settlement Agreement.

c. For purposes of this Settlement Agreement, "Released Claims" means any and all actual, potential, filed, known or unknown, fixed or contingent,

claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct individual or representative, of every nature and description whatsoever, that were, or could have been, asserted in the Action regarding the marketing, advertising, labeling, or sale of the Supplements to the Settlement Class Members.

d. For purposes of this Settlement Agreement, "Releasing Parties" means the Named Plaintiff, all Settlement Class Members and: (1) with respect to any Settlement Class Member that is not an individual, all of its present, former, and future direct and indirect parent companies, affiliates, subsidiaries, divisions, agents, franchisees, successors, predecessors-in-interest, and all of the aforementioned's present, former, and future officers, directors, employees, shareholders, attorneys, agents, independent contractors and any other representatives; (2) with respect to any Settlement Class Member who is an individual, any present, former, and future spouses, dependents, children, and parents, as well as the present, former, and future estates, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns and any other representatives of each of them; (3) any other person or entity (including governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as a representative of the

Named Plaintiff and/or any Settlement Class Member, and all those who claim through them or on their behalf; and (4) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above-identified persons or entities.

e. Releasing Parties shall not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, or whether individually or collectively, against any person or entity, including the Released Parties, in any jurisdiction, on or after the Effective Date.

f. Plaintiff expressly understands and acknowledges that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiff explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiff and Naturelo with the knowledge of the possibility of such unknown claims, was given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, the Plaintiff and Settlement Class Members expressly waive and

relinquish, to the fullest extent permitted by law, all provisions, rights, and benefits of California Civil Code Section 1542, to the extent it is applicable, (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). Section 1542 provides:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

g. Hereafter discovered facts other than or different from those known or believed to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims, may change. Nonetheless, as of the Effective Date, the Releasing Parties shall have, fully, finally, and forever released, resolved, relinquished and discharged each and all of the Released Parties from each of the Released Claims and their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement so long as the Notice Plan is effectuated pursuant to the terms of this Agreement.

## **VI. ATTORNEYS' FEES AND INCENTIVE AWARD**

### **1. Attorneys' Fees and Incentive Award**

a. No later than thirty (30) days prior to the Objection Deadline, Class Counsel may make written application to the Court for a Fee Award. The Parties agree that the Court (and only the Court) shall determine the final amount of the Fee Award in this Action.

b. No later than thirty (30) days prior to the Objection Deadline, Class Counsel may make written application to the Court for an Incentive Award to be paid to the Named Plaintiff for representing the Settlement Class. The Parties agree that the Court (and only the Court) shall determine the final amount of the Incentive Award in this Action.

c. Any Fee Award and Incentive Award awarded by the Court shall be paid by the Administrator out of the Settlement Fund no later than thirty (30) days after the Effective Date.

### **2. Effect on Settlement**

The Parties agree that the rulings of the Court regarding the amount of the Fee Award and Incentive Award, and any claim or dispute relating thereto, will be considered by the Court separately from the remaining matters to be considered at the Final Approval Hearing as provided for in this Settlement Agreement and that any determination in that regard may be embodied in a separate order from the Court.

Any order or proceedings relating to the amount of the Fee Award or the Incentive Award, including any appeals from or modifications or reversals of any orders related thereto, shall not operate to modify, reverse, terminate, or cancel the Settlement Agreement, affect the releases provided for in the Settlement Agreement, or affect whether the Final Approval Order and Judgment becomes final as defined herein except that the Payment of Benefits procedures as set forth in Section III(4) *supra* shall not commence until the final resolution of any appeals or modification or reversals of any orders related to the amount of the Fee Award and Incentive Award.

## **VII. MISCELLANEOUS PROVISIONS**

### **1. Court Submission**

Class Counsel will submit this Agreement and the exhibits hereto, along with such other supporting papers as may be appropriate, to the Court for preliminary approval of this Agreement pursuant to Rule 23 of the Federal Rules of Civil Procedure. If the Court declines to grant preliminary approval of this Agreement and to order Notice to be provided to the Settlement Class, or if the Court declines to grant final approval to the foregoing after such Notice, this Agreement will terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Agreement and Settlement will not be approved.

**2. Integration Clause**

This Agreement contains the full, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and supersedes any prior writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This Agreement shall not be orally modified in any respect and can be modified only by the written agreement of the Parties supported by acknowledged written consideration.

**3. Headings**

Headings contained in this Agreement are for convenience of reference only and are not intended to alter or vary the construction and meaning of this Agreement.

**4. Binding and Benefiting Others**

This Agreement shall be binding upon and inure to the benefit or detriment of the Parties, and the Settlement Class Members who do not Opt-Out, and to their respective agents, employees, representatives, trustees, members, managers, officers, directors, shareholders, divisions, parent corporations, subsidiaries, heirs, executors, assigns, and successors in interest.

**5. Representations and Warranties**

The Parties each represent, warrant, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights that they may have with respect to the claims released in this Agreement and that they have received



independent legal counsel from their attorneys with regard to the facts involved and the controversy herein compromised and with regard to their rights arising out of such facts. Each of the individuals executing this Agreement warrants that he or she has the authority to enter into this Agreement and to legally bind the party for which he or she is signing. Plaintiff hereby warrants and represents that he has not assigned any claim, right, or interest relating to the Released Claims to any other person or party and is fully entitled to release same.

**6. Governing Law**

The contractual terms of this Agreement shall be interpreted and enforced in accordance with the substantive law of the State of New Jersey without regard to its conflict of laws and/or choice of law principles.

**7. Mutual Interpretation**

The Parties agree and stipulate that this Agreement was negotiated on an arm's-length basis between Parties of equal bargaining power. Also, the Agreement has been drafted jointly by Class Counsel and counsel for Naturelo. Accordingly, no ambiguity shall be construed in favor of or against any of the Parties. Plaintiff acknowledges, but does not concede or agree with, Naturelo's statements regarding the merits of the claims, and Naturelo acknowledges, but does not concede or agree with, Plaintiff's statements regarding the merits of the claims.

**8. Incorporation of Recitals**

Each of the Recitals stated above are hereby incorporated into this Settlement Agreement as if stated fully herein.

**9. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Facsimile and pdf signatures shall bind the Parties to this Agreement as though they are original signatures.

**10. Severability**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions if the Parties and their counsel elect by written stipulation to be filed with the Court within twenty (20) days to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.

**11. Claims Against Settlement Benefits**

In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to resolve such a claim or to transmit the funds to such third party.

**12. Execution of Documents**

The Parties shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Settlement Agreement.

**13. Exhibits**

The exhibits to this Settlement Agreement are an integral and material part of this Settlement Agreement and are hereby incorporated and made a part of this Settlement Agreement.

**14. No Assignments: Binding on Assigns**

Each Party represents, covenants, and warrants that she or it has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, cause of action, or rights that she or it herein releases. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and assigns.

**15. Terms and Conditions Not Superseded**

Nothing in this Settlement Agreement abrogates, supersedes, modifies, or qualifies in any way any of the contractual terms and conditions applicable in the ordinary course to the relationship between Naturelo and Affiliates and their customers, or to the products and services provided by Naturelo and Affiliates purchased by their customers.

**16. Waiver of Compliance**

Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived or excused in writing, to the extent permitted under applicable law, by the Party entitled to the benefit of such obligation, covenant, agreement, or condition, and such party's counsel. A waiver or failure to insist upon compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of or estoppel with respect to any subsequent or other failure.

**17. No Collateral Attack**

This Settlement Agreement shall not be subject to collateral attack by any Settlement Class Members or their representatives any time on or after the Effective Date. Such prohibited collateral attacks shall include, but shall not be limited to, claims that a Settlement Class Member's claim should have been heard or decided by another court or in another suit, that a Settlement Class Member's claim was improperly denied, that the payment to a Settlement Class Member was improperly calculated, and/or that a Settlement Class Member failed to receive timely notice of the Settlement.

**18. Authorization**

The signatories hereto represent that they are fully authorized to enter into the Settlement Agreement and bind the Parties to the terms and conditions hereof.

**19. Settlement Class Member Signatures**

It is agreed that, because the Settlement Class is so numerous, it is impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice and/or Claim Form will advise all Settlement Class Members and/or their representatives of the binding nature of the Releases and of this Settlement Agreement, and in the absence of a Successful Opt-Out, such Notice and/or Claim Form shall have the same force and effect as if each Settlement Class Member executed this Settlement Agreement.

**20. Drafter of Agreement**

None of the Parties will be considered to be the drafter of this Settlement Agreement or any of its provisions for purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement.

**21. Limitations on Use**

Neither this Settlement Agreement nor any related documents filed or created in connection with this Settlement Agreement shall be admissible in evidence in any proceeding, except as necessary to approve, interpret or enforce this Settlement Agreement.

**22. Jurisdiction**

After entry of the Final Approval Order and Judgment the Court shall retain jurisdiction with respect to enforcement of the terms of this Settlement Agreement and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Settlement Agreement and any dispute relating thereto.

**23. Taxes**

a. The Parties agree that the account into which the Settlement Fund is deposited is intended to be and will at all times constitute a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1.

b. For the purpose of §1.468B of the Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund. The Settlement Administrator shall cause to be timely and properly filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns on the income earned by the Settlement Fund shall be paid out of the Settlement Fund.

c. Any expenses reasonably incurred by the Settlement Administrator in carrying out the duties described in this Agreement, including fees of tax attorneys

and/or accountants, shall be paid by the Settlement Administrator from the Settlement Fund pursuant to its estimates and invoice for services rendered.

d. Any Person that receives a distribution from the Settlement Fund shall be solely responsible for any taxes or tax-related expenses owed or incurred by that Person by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Settlement Fund. The Parties will reasonably cooperate with the Settlement Administrator to obtain appropriate reporting information for all Settlement Class Members who receive over \$600.

e. Plaintiff and Class Counsel shall fully bear all the tax consequences of any and all benefits received by them in connection with this Agreement. Plaintiff acknowledges that Naturelo and its attorneys provided no tax advice related to this Agreement and that Naturelo may be required to file certain Form 1099 or other information reports with the United States Internal Revenue Service. Plaintiff has been advised to consult with tax counsel of Plaintiff's own choice to seek legal and tax advice regarding the taxability or non-taxability of consideration provided herein. In no event shall Naturelo or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Settlement Fund to Plaintiff, Class Counsel, the Settlement Class Members, the *Cy Pres* or any other Person.

**24. Press Releases**

Neither Party may issue a press release or public statement of any type, whether oral or written, regarding the Action or the Settlement. Neither Party may make any statement disparaging the other Party, or suggesting that the Defendant has been found to have violated any law, or that the settlement amounts to an admission of liability.

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**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date set forth beside their respective signatures.

DATED: 01/30/2024

FRED WALLIN, on behalf of himself and the Class

By: Fred Wallin

DATED: 1/31/2024

Reviewed and approved by Class Counsel, and agreement to be bound to all provisions in the Agreement that apply to Class Counsel

By: Stephen Taylor  
Stephen Taylor  
Lemberg Law LLC

DATED: \_\_\_\_\_

NATURELO PREMIUM SUPPLEMENTS LLC

By: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: \_\_\_\_\_

Reviewed and approved by Naturelo's Counsel

By: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date set forth beside their respective signatures.

DATED: \_\_\_\_\_

FRED WALLIN, on behalf of himself and the Class

By: \_\_\_\_\_

DATED: \_\_\_\_\_

Reviewed and approved by Class Counsel, and agreement to be bound to all provisions in the Agreement that apply to Class Counsel

By: \_\_\_\_\_

DATED: Jan 31, 2014

NATURELO PREMIUM SUPPLEMENTS LLC

By: 

ITS: President & CEO

DATED: \_\_\_\_\_

Reviewed and approved by Naturelo's Counsel

By: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date set forth beside their respective signatures.

DATED: \_\_\_\_\_

FRED WALLIN, on behalf of himself and the Class

By: \_\_\_\_\_

DATED: \_\_\_\_\_

Reviewed and approved by Class Counsel, and agreement to be bound to all provisions in the Agreement that apply to Class Counsel

By: \_\_\_\_\_

DATED: \_\_\_\_\_

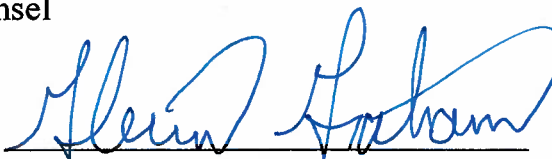
NATURELO PREMIUM SUPPLEMENTS LLC

By: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: 1/31/24

Reviewed and approved by Naturelo's Counsel

By:  \_\_\_\_\_

# **Exhibit A**

Claim Form

Wallin v. Naturelo Premium Supplements LLC, No. 22-cv-05960  
(District of New Jersey)

If you wish to participate in the settlement, please complete, sign, and return this **Settlement Claim Form**.

You must complete and submit a Claim Form by \_\_\_\_\_. You may submit a Claim Form online at [SETTLEMENTWEBSITE.com](http://SETTLEMENTWEBSITE.com) or by completing and submitting this Claim Form. You can submit a Claim Form with or without a proof of purchase.

Do I need proof of purchase?

No. A Claim Form without proof of purchase will be entitled to one Award Unit, capped at \$24.95, per Household.

But, a claim with proof of purchase, and/or Naturelo otherwise possesses proof of the purchase, will be entitled to one Award Unit, capped at \$24.95 per unit, for each Supplement purchased.

Proof of Purchase means an itemized sales receipt or order confirmation email, or a photocopy or digital image file thereof, showing the date and place of purchase, name of the product purchased, and the amount paid, or any document or method that the Claim Administrator believes in its discretion evidences proof. Proofs of purchase can be uploaded with your claim on the Settlement Website or mailed with your claim.

Each Award Unit will have an equal monetary value not to exceed \$24.95. The Award Units will be determined by dividing the Net Settlement Fund (calculated and defined as the total Settlement Fund, after deductions for settlement administration costs, attorney’s fees and expenses, and any incentive award to the Settlement Class Representative) by the total of valid Without Proof of Purchase Claims plus the total of Supplements purchased by the Valid Proof of Purchase Claims.

-----

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

I am submitting a proof of purchase which is enclosed or attached Y / N (circle one)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Current Phone Number (optional) \_\_\_\_\_

Email (optional) \_\_\_\_\_

**Certification**

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18 and I wish to claim my share of the Settlement Fund.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

# **Exhibit B**

## **Email Notice**

Subject: Notice of Class Action and Proposed Settlement

Amazon is emailing you because our records indicate that you may have purchased magnesium supplements from Naturelo Premium Supplements LLC (“Naturelo”) through Amazon. Those products are the subject of a proposed class action settlement which may affect your rights. **YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.** Amazon is not a party to or otherwise involved in the class action lawsuit.

A settlement fund of \$1,500,000.00 will be used to pay valid claims as set forth below and in the Settlement Agreement. To recover you must file a claim by \_\_\_\_\_, you can file a claim on the settlement website [www.\[\] \[\].com](http://www.[] [].com) or mail a claim in.

**THIS NOTICE IS ONLY A SUMMARY.** Additional details of the settlement, and its definitions, are available at [www.\[\] \[\].com](http://www.[] [].com) or by writing to or calling the Class Action Settlement Administrator at the address or toll-free number below.

**WHAT IS THIS CASE ABOUT?** In the lawsuit entitled *Wallin v. Naturelo Premium Supplements LLC*, No. 22-cv-05960 (D.N.J.), pending in the United States District Court for the District of New Jersey, plaintiff Fred Wallin (“Plaintiff” or “Class Representative”) alleges that Naturelo falsely and deceptively labeled and advertised its magnesium supplements as containing 200mg of magnesium as magnesium glycinate chelate when they did not. Naturelo denies the allegations and claims. An image of the Naturelo magnesium supplement is available on the settlement website [www.\[\] \[\].com](http://www.[] [].com). The Court has not ruled on the merits of the claims or Naturelo’s defenses. Instead, both sides agreed to a settlement that they believe is a fair, reasonable, and adequate compromise of their respective positions. The parties reached this agreement only after extensive negotiations, an exchange of information, and consideration of the risks and benefits of settlement.

**WHO IS A CLASS MEMBER?** “All persons residing in the United States of America who purchased the Supplement, during the Class Period.” The Class Period is September 1, 2018, through \_\_\_\_\_.

**WHAT ARE THE TERMS OF THE SETTLEMENT?** Naturelo has agreed to pay \$1,500,000.00 into a non-reversionary Settlement Fund, as described in the Settlement. The Settlement Fund will be used to pay Settlement Class Members who send in a valid Claim Form, after attorneys’ fees and costs, notice and settlement administration costs, and an incentive award to the Class Representative have been deducted.

Settlement Class Members can submit a claim form with or without proof of purchase. Settlement Class Members that submit a claim **WITHOUT** proof of purchase will be entitled to one Award Unit, capped at \$24.95, per Household. Claims **WITH** proof of purchase entitle the member to one Award Unit for each Supplement purchased capped at \$24.95 per Award Unit.

Proof of Purchase means an itemized sales receipt or order confirmation email, or a photocopy or digital image file thereof, showing the date and place of purchase, name of the product purchased, and the amount paid, or any document or method that the Claim Administrator believes in its

discretion evidences proof. Proofs of purchase can be uploaded on the Settlement Website or mailed with a claim.

Each Award Unit will have an equal monetary value not to exceed \$24.95. The Award Units will be determined by dividing the Net Settlement Fund (calculated and defined as the total Settlement Fund, after deductions for settlement administration costs, attorney's fees and expenses, and any incentive award to the Settlement Class Representative) by the total of valid Without Proof of Purchase Claims plus the total of Supplements purchased by the Valid Proof of Purchase Claims.

**HOW DO I MAKE A CLAIM?** To receive a Settlement Award, you must submit a signed and completed Claim Form online to the Class Action Settlement Administrator by **NO LATER THAN** \_\_\_\_\_ or by mail to the Class Action Settlement Administrator postmarked **NO LATER THAN** \_\_\_\_\_. The Claim Form is available for online submission and download at [www.\[ \] .com](http://www.[ ] .com). You may also obtain a Claim Form by calling \_\_\_\_\_.

**WHAT ARE MY OTHER OPTIONS?** If you do not want to be legally bound by the Settlement, you may, upon request, be excluded (or "opt out") from the Settlement by sending a request for exclusion ("Request for Exclusion") that includes (1) the name of the case, (2) your name, current address, telephone number, and signature, and (3) a clear statement communicating that you elect to be excluded from the settlement. Your Request for Exclusion yourself from the settlement must be sent to the Class Action Settlement Administrator at \_\_\_\_\_ by **NO LATER THAN** \_\_\_\_\_. The Request for Exclusion shall not be effective unless it provides the required information and is postmarked by no later than \_\_\_\_\_. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the date specified, shall be bound by all terms of the Proposed Settlement and the Final Order and Judgment, regardless of whether they have requested exclusion from the Proposed Settlement.

If you opt out, you will not receive any money from the Settlement. If you stay in the Settlement, you may object to the Settlement by writing to the Court explaining why you do not like the Settlement by **NO LATER THAN** \_\_\_\_\_.

To object, you must provide the following information in writing: (1) your full name, current address, and current telephone number; (2) contain the Settlement Class Member's original signature or the signature of counsel for the Settlement Class Member; (3) state that the Settlement Class Member objects to the Settlement, in whole or in part; (4) set forth the complete legal and factual bases for the objection, including citations to relevant authorities; (5) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; and (6) 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.

You must file your objection before \_\_\_\_\_, 20\_\_ with the Clerk of the United States District Court for the District of New Jersey, Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Room 2020, Trenton, NJ 08608, and served at that same time upon the Settlement Administrator at:

[ ]



You will be bound by the Settlement if your objection is rejected. If you do nothing (*i.e.*, submit no Claim Form or opt out), you will not receive any benefits from the Settlement, but will nevertheless be bound by any judgment approving the Settlement and will give up any right to sue Defendant or related parties as described in the Settlement.

FINAL APPROVAL HEARING. The Court will hold a hearing in this case to consider whether to approve the Settlement on \_\_\_\_\_, at \_\_\_\_ a.m., at \_\_\_\_\_. The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should be advised to check the settlement website to confirm that the date has not been changed.

THIS NOTICE IS ONLY A SUMMARY. MORE INFORMATION IS AVAILABLE AT [WWW\\_\\_\\_\\_\\_.COM](http://WWW_____.COM), OR FROM THE CLASS ACTION SETTLEMENT ADMINISTRATOR AT [[ ]] OR \_\_\_\_\_ (TOLL-FREE.

PLEASE DO NOT RESPOND TO THIS EMAIL DIRECTLY.

# **Exhibit C**

Long Form Notice to be Posted Online

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

-----X

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

Plaintiffs,

vs.

NATURELO PREMIUM SUPPLEMENTS LLC,

Defendants.

-----X

**NOTICE REGARDING RIGHT TO  
BENEFIT FROM CLASS ACTION  
SETTLEMENT**

**MAGNESIUM SUPPLEMENT SETTLEMENT**

A Settlement Agreement has been reached in a class action lawsuit alleging Naturelo Premium Supplements LLC ( "Naturelo") violated the law by selling Naturelo Magnesium Supplements marketed as containing 200mg of magnesium as glycinate chelate when, in fact, they did not. You may be a class member and your rights are impacted under the Settlement Agreement reached in the case. Naturelo denies any wrongdoing, denies that that it violated the laws of New Jersey, California or any other state or federal law.

A settlement fund of \$1,500,000.00 has been established to pay valid claims, attorney’s fees, costs, an incentive award to the Class Representative (Fred Wallin) and settlement administration costs. The settlement has been preliminarily approved, if the settlement is finally approved, Settlement Class Members shall qualify for payments from the Settlement Fund. Your legal rights are affected whether you act or don’t act so read this notice carefully. All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Settlement Agreement dated [DATE] on file with the Court, which is available at SETTLEMENTWEBSITE.com.

<b>YOUR OPTIONS</b>	
<b>Option 1: Submit a Claim Deadline: _____</b>	<b>Submit a Claim and Recover from the Settlement Fund</b> The only way to receive a share of the Settlement Fund is to submit a claim by_____. You may submit a claim with or without a proof of purchase. Whether you choose to submit a claim with or without a proof of purchase impacts the amount you may recover. Read this Notice carefully.
<b>Option 2: Ask to be Excluded Deadline: _____</b>	<b>Get out of this lawsuit and get no benefits from it</b> You may ask to be excluded from the lawsuit. By excluding yourself, you cannot recover as part of this settlement, you will not release any claims.
<b>Option 3: Object Deadline: _____</b>	<b>Object to the terms of the Settlement Agreement.</b> You may object to the terms of the Settlement Agreement and have your objections heard at the _____ Final Approval Hearing. If you object to the Settlement Agreement you do remain part of the Settlement Class.
<b>Option 4: Do Nothing:</b>	You will receive no payment. You will still be a Settlement Class Member and give up your right to be part of any other lawsuit against Naturelo or any other Released Party.

## 1. What is this lawsuit about?

In the lawsuit, the Plaintiff alleges that Naturelo violated consumer protection statutes in New Jersey and California, breached express and implied warranties and fraudulently concealed by marketing and selling the Supplements as containing 200mg of magnesium as glycinate chelate when they did not.

Naturelo denies any wrongdoing, denies that it violated the laws of New Jersey, California or any other state or federal law.

Both sides have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of further litigation.

You can read Plaintiff's Complaint, the Settlement Agreement, other case documents, and submit a claim form at [www.naturelo.com](http://www.naturelo.com).

## 2. How do I know if I am a part of the settlement?

For settlement purposes, the Court has preliminarily certified a Settlement Class consisting of all people who meet the following definition:

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

The Class Period is September 1, 2018 through \_\_\_\_\_.

The "Supplement(s)" are the dietary supplements offered for sale by Naturelo as "Magnesium Glycinate Chelate" with "200 MG per capsule" contained within packaging substantially similar to the following:



### 3. Why is this a class action?

In a class action, a Class Representative (in this case the Plaintiff Fred Wallin) sues on behalf of a group (or a “Class”) of people. Here, the Class Representative sued on behalf of people who purchased the Supplements.

### 4. Why is there a settlement?

To avoid the cost, risk, and delay of litigation, the Parties reached a settlement agreement as to Plaintiff’s and the Class claims. The Court has not ruled on the merits of the claims or Naturelo’s defenses. Instead, both sides agreed to a settlement that they believe is a fair, reasonable, and adequate compromise of their respective positions. The parties reached this agreement only after extensive negotiations, an exchange of information, and consideration of the risks and benefits of settlement.

### 5. How do I recover?

Submit a Claim Form. This is the only way to get a payment. You have the right as a member of the Settlement Class to receive a share of the Settlement Fund. Individual payment amount will depend on the total number of valid and timely claims filed by all Settlement Class Members and whether an individual does or does not provide a Proof of Purchase.

You can submit a Claim Form online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com)

Or, you can download the Claim Form online and mail it to: [[ ]]

**Recovery without proof of purchase** – Settlement Class Members that submit a Claim Form without a Proof of Purchase will be entitled to one Award Unit, capped at \$24.95, per Household.

**Recovery with proof of purchase** – Settlement Class Members that submit a Claim Form with a Proof of Purchase, and/or Naturelo otherwise possesses proof of the Settlement Class Member’s purchase, will be entitled to one Award Unit, capped at \$24.95 per unit, for each Supplement purchased.

Proof of Purchase means an itemized sales receipt or order confirmation email, or a photocopy or digital image file thereof, showing the date and place of purchase, name of the product purchased, and the amount paid, or any document or method that the Claim Administrator believes in its discretion evidences proof. Proofs of purchase can be uploaded with your claim on the Settlement Website or mailed with your claim.

Each Award Unit will have an equal monetary value not to exceed \$24.95. The Award Units will be determined by dividing the Net Settlement Fund (calculated and defined as the total Settlement Fund, after deductions for settlement administration costs, attorney’s fees and expenses, and any incentive award to the Settlement Class Representative) by the total of valid Without Proof of Purchase Claims plus the total of Supplements purchased by the Valid Proof of Purchase Claims.

All Claim Forms must be submitted online to the Class Action Settlement Administrator by NO LATER THAN \_\_\_\_\_ or mailed to the Class Action Settlement Administrator postmarked NO LATER THAN \_\_\_\_\_. The Claim Form is available for online submission and download at [www.ijll.com](http://www.ijll.com). You may also obtain a Claim Form by calling\_\_\_\_\_.

After all Valid Claim Forms are counted, and the Settlement is given final approval by the Court, the Settlement Administrator will provide (through one or more rounds of Settlement Checks) each claiming Settlement Class Member their share of the Settlement Fund after the deductions above. Any excess from the Net Settlement Funds from uncashed Settlement Checks or because of any other reason will be provided to a charitable organization.

**6. What am I giving up to receive these benefits?**

By staying in the Class, all of the Court’s orders will apply to you, and you give a “release” for any claims arising from the marketing, sale, advertising or labeling of the Supplements. A release means you cannot sue or be part of any other lawsuit against Naturelo and the Released Parties about the claims or issues in this lawsuit and you will be bound by the Settlement Agreement.

**7. How much will the Class Representative receive?**

The Class Representative will receive their portion of the settlement as a Class Member and an incentive award for having pursued this action. Any incentive payment is subject to Court Approval. The Class Representative will request an Incentive Award of \$10,000.

**8. Do I have a lawyer in this case?**

To represent the Settlement Class, the Court has appointed attorneys with the law firm of Lemberg Law, LLC, 43 Danbury Road, Wilton, CT 06897 as “Class Counsel.”

Class Counsel will request an award of attorney’s fees of up to 33% of the Settlement Fund. Any attorney’s fee and expense award is subject to Court Approval. You may hire your own attorney, but only at your own expense.

**9. I don’t want to be part of this case, how do I ask to be excluded?**

Answer: Send a Request to Be Excluded.

If you do not want to be legally bound by the Settlement, you may, upon request, be excluded (or “opt out”) from the Settlement by sending a request for exclusion (“Request for Exclusion”) that includes (1) the name of the case, (2) your name, current address, telephone number, and signature, and (3) a clear statement communicating that you elect to be excluded from the settlement. Your Request for Exclusion from the settlement must be sent to the Class Action Settlement Administrator at \_\_\_\_\_ by NO LATER THAN \_\_\_\_\_.

The Request for Exclusion shall not be effective unless it provides the required information and is *postmarked* by no later than \_\_\_\_\_ .

Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the date specified, shall be bound by all terms of the Settlement Agreement and the Final Order and Judgment, regardless of whether they have requested exclusion from the Settlement Agreement.

#### 10. How do I object?

Any Settlement Class Member who has not requested to be excluded from the Settlement Class may object to the Settlement. In order to exercise this right, you must submit your objection to the Court by the Objection Deadline. Your objection must include the following information in writing:

- (i) set forth the Settlement Class Member's full name, 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, including citations to relevant authorities;
- (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.

You must file your objection before \_\_\_\_\_, 20\_\_ with the Clerk of the United States District Court for the District of New Jersey, Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Room 2020, Trenton, NJ 08608, and served at that same time upon the Settlement Administrator at:

[[ ]]

You will be bound by the Settlement if your objection is rejected. If you do nothing (*i.e.*, submit no Claim Form or opt out), you will not receive any benefits from the Settlement, but will nevertheless be bound by any judgment approving the Settlement and will give up any right to sue Defendant or related parties as described in the Settlement.

#### **THE FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2024, in the courtroom of [[][]]. The hearing may be continued or rescheduled by the Court without further notice.

The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable, and adequate and in the best interests of the Class and to rule on applications for compensation for Class Counsel and an incentive award for the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. The Court may decide these issues at the hearing or take them under consideration. We do not know how long these decisions will take.

YOU ARE **NOT** REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT.

**FOR MORE INFORMATION**

This Notice only summarizes the Proposed Settlement. Additional information and documents, including case documents, are available at [www.SETTLEMENTWEBSITE.com](http://www.SETTLEMENTWEBSITE.com), or you can call [[[ ]]].

In the event of a conflict between the terms of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will govern.