

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Woodard v. Labrada, et al.*, Case No. 5:16-cv-000189-JGB-SP

**THE MATTERS DISCUSSED HEREIN MAY AFFECT SUBSTANTIAL LEGAL RIGHTS THAT YOU MAY HAVE**

**READ THIS NOTICE CAREFULLY**

*A Federal Court authorized this Notice. This is not a solicitation from a lawyer.*

**YOU ARE NOT BEING SUED. THIS IS NOT A LAWSUIT AGAINST YOU.**

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**IF YOU PURCHASED**

Svetol® or any green coffee bean extract product containing Svetol®, whether or not they were sold under or using the Svetol® trademark (the “Products”), including but not limited to the Labrada Fat Loss Optimizer with Svetol® Green Coffee Bean Extract, for personal or household use and not for resale, from February 2, 2012 until May 17, 2019,

**YOU MAY BE ENTITLED TO A CASH PAYMENT**

This settlement resolves a class action lawsuit (the “Action”) against Naturex, Inc. (“Naturex” or “Defendant”) for claims associated with the marketing and distribution of the proprietary ingredients of weight-loss supplement products.

Remaining in the litigation are Defendants Dr. Mehmet C. Oz, M.D., Zoco Productions, LLC, Harpo Productions, Inc., and Entertainment Media Ventures, Inc. (“Media Defendants”), and Lee Labrada, Labrada Bodybuilding Nutrition, Inc, Labrada Nutritional Systems, Inc., and Interhealth Nutraceuticals, Inc. (“Non-Settling Defendants”).

It is alleged in the lawsuit that Naturex may have materially misrepresented and misleadingly marketed Svetol®, a proprietary ingredient used in the Products which may give rise to certain common law fraud claims irrespective of the state in which you reside. Naturex denies the allegations and any wrongdoing. Naturex has reached a class action settlement that would provide monetary recovery as detailed below in exchange for your waiver and release of said claims. By participating in the Settlement, you would be waiving and releasing such common law fraud claims, and in some states, who have certain additional consumer protection laws, would also be encompassed as part of your waiver and release of claims by participating in the Settlement.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM POSTMARKED BY AUGUST 30, 2019</b>	This is the only way to receive a cash payment from the Settlement Fund.
<b>EXCLUDE YOURSELF FROM THE CLASS BY AUGUST 30, 2019</b>	If you opt out of the settlement, you will not be eligible to receive any of the Settlement Benefits, but you will keep your right to sue on your own regarding any claims that are part of the settlement.
<b>OBJECT OR COMMENT BY AUGUST 30, 2019</b>	You may write to the Court about why you do, or do not, like the Settlement. You must remain in the class to comment either in support of or in opposition to the settlement.
<b>APPEAR IN THE LAWSUIT OR ATTEND A HEARING ON OCTOBER 7, 2019</b>	You may ask to speak in Court about the fairness of the settlement. You may enter your appearance in Court either <i>pro se</i> or through an attorney at your own expense if you so desire.
<b>DO NOTHING</b>	If you do nothing, you will receive no reimbursement, and you will also give up your right to sue Naturex on your own regarding any claims that are part of the settlement.

- These rights and options, **and the deadlines to exercise them**, are further explained in this notice.
- The Court is in charge of this case and still has to decide whether to approve the settlement. The settlement benefits will be made available if the Court approves the settlement and after any appeals are resolved.
- If you have any questions, then please read on and visit [www.GCBEProducts.com](http://www.GCBEProducts.com).

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## BASIC INFORMATION

### 1. Why did I get this Notice?

If you purchased Svetol® or any green coffee bean extract product containing Svetol®, whether or not they were sold under or using the Svetol® trademark (the “Products”), including but not limited to the Labrada Fat Loss Optimizer with Svetol® Green Coffee Bean Extract, for personal or household use and not for resale, from February 2, 2012 until May 17, 2019 in this action, as described on page 1 of this Notice, you have a right to know about a proposed settlement in this class action lawsuit and your options. You also may have received this Notice because you requested more information after reading the Summary Notice.

The Court ordered that you be given this Notice because you have a right to know about a proposed settlement of this class action lawsuit and your options in relation thereto, before the Court decides whether to give its final approval of the settlement. If the Court approves it, and after objections and appeals are resolved, an administrator approved by the Court will oversee the distribution of the settlement benefits that the settlement provides. You will be informed of the progress of the settlement.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Court overseeing the case is the United States District Court for the Central District of California, and the case is known as *Woodard et al. v. Labrada, et al.*, Case Number 5:16-cv-000189-JGB-SP. The people who sued are called Plaintiffs, and the company they sued who is a party to the settlement, Naturex, Inc. is called the Defendant.

### 2. What is this Lawsuit About?

This lawsuit alleges violations of consumer protection laws, and claims that Naturex misrepresented the efficacy of Svetol®, an ingredient used in certain weight loss supplement products, including green coffee bean extract.

**Naturex denies that it did anything wrong, and the Court has not made any ruling on the merits of the allegations of the lawsuit.** Naturex, however, in order to settle this lawsuit and avoid the expense of further litigation of the claims alleged by Plaintiffs, has chosen to provide consumers with cash payments.

### 3. What Is a Class Action and Who Is Involved?

In a class action, one or more people, called Class Representatives (in this case Veda Woodard, Teresa Rizzo-Marino, and Diane Morrison) represent the interests of people who have common claims that are more important than the issues that affect only individuals. All of these people are a Class or Class Members. The named plaintiffs who filed the lawsuit are called the Plaintiffs. The company or persons they sued are called the Defendants. This a partial class action settlement that resolves the Plaintiffs’ claims against Defendant Naturex, Inc. Remaining in the litigation are

Defendants Dr. Mehmet C. Oz, M.D., Zoco Productions, LLC, Harpo Productions, Inc., and Entertainment Media Ventures, Inc. (the “Media Defendants”), and Lee Labrada, Labrada Bodybuilding Nutrition, Inc, Labrada Nutritional Systems, Inc., and Interhealth Nutraceuticals, Inc. (the “Non-Settling Defendants”). One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

#### **4. Why Is There a Proposed Settlement?**

The Court has not decided in favor of either side in the case. Naturex denies all allegations of wrongdoing or liability against it and contends that its conduct was lawful. Naturex is settling to simply to avoid the expense, inconvenience, and inherent risk of litigation, as well as the related disruption of its business operations. Similarly, the Class Representatives and their attorneys assert that the proposed settlement is in the best interests of the Class because it provides an appropriate recovery now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals. There would be no guarantee of success for either side if the case were pursued through trial and any appeals.

#### **WHO IS COVERED BY THE PROPOSED SETTLEMENT**

To see if you are entitled to a claim of the settlement benefits offered through this proposed settlement, you first have to determine if you are a Class Member.

#### **5. How Do I Know If I Am Part of the Proposed Settlement?**

You are a Class Member if you purchased, in the United States, Svetol® or any green coffee bean extract product containing Svetol®, whether or not they were sold under or using the Svetol® trademark (the “Products”), including but not limited to the Labrada Fat Loss Optimizer with Svetol® Green Coffee Bean Extract for personal or household use and not for resale, from February 2, 2012 until May 17, 2019.

Excluded from the Settlement Class are: (1) all judges and magistrates who have presided or are presiding over this action (or the judge or Magistrate presiding over the action through which this matter is presented for settlement); (2) the defendants, defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which the defendants or their parents have a controlling interest and their current or former officers, directors, and employees; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) legal representatives, successors or assigns of any such excluded person.

If you are still not sure whether you are included in the Settlement Class, you can go to [www.GCBEProducts.com](http://www.GCBEProducts.com), or you can call 1-800-663-5378, and ask for free help.

#### **THE PROPOSED SETTLEMENT BENEFITS**

## **6. What Does the Proposed Settlement Provide?**

### **Settlement Fund**

Naturex will cause to be paid the amount of \$1,300,000.00 into a Settlement Fund. Naturex shall cause to deposit \$100,000.00 of the Settlement Amount into the Settlement Fund no later than thirty (30) business days following the entry of the Preliminary Approval Order. Naturex shall cause to deposit the remainder of the Settlement Amount into the Settlement Fund no later than fifteen (15) business days following the Effective Date. The Effective Date of the settlement occurs three business days after all of the following have occurred: (a) the Court grants Final Approval of the Settlement consistent with Parties' terms herein; (b) the Time for any Objection or appeal to any aspect of the Settlement has expired; (c) The Court determines that the Settlement Agreement was entered into in good faith pursuant to Cal. Civ. P. 877.6; (d) The Court enters Final Judgment; and (e) Unless the Parties otherwise agree in writing to waive all or any portion of the following provision, there has occurred: (i) in the event there is a properly and timely filed Objection to entry of the Final Judgment, the expiration (without the filing or noticing of an appeal) of the time to appeal from the Final Judgment; (ii) the final dismissal of all appeals from the Final Judgment; (iii) affirmance on appeal of the Final Judgment in substantial form; (iv) if a ruling or decision is entered by an appellate court with respect to affirmance of the Final Judgment, the time to petition for rehearing or re-argument, petitions for rehearing en banc and petitions for certiorari or any other form of review with respect to such ruling or decision has expired; or (v) if a petition for rehearing or re-argument, petitions for rehearing en banc and petitions for certiorari or any other form of review with respect to the Final Judgment is filed, the petition has been denied or dismissed or, if granted, has resulted in affirmance of the Final Judgment in substantial form.

The Settlement Fund shall be applied to pay in full and in order: (i) any necessary taxes and tax expenses; (ii) all costs associated with the Class Action Settlement Administration, including costs of providing notice to the Class Members and processing claims and all costs relating to providing the necessary notices in accordance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715; (iii) any Fee and Expense Award made by the Court to Class Counsel under § VIII, 8.2; (iv) any class representative Incentive Award made by the Court to the Class Representatives under § VIII, 8.3; and (v) payments to authorized Claimants and any others as allowed by this Agreement and to be approved by the Court. The Settlement Fund represents the limit and extent of the Naturex's (and any Released Naturex Parties', as defined in the Settlement Agreement) monetary obligations under this Settlement Agreement.

### **Cash Payments to Class Members who Submit a Valid Claim Form**

**For Class Members with Proof(s) of Purchase:** For Class Members who submit a proof of purchase that shows that he or she purchased one or more Class Product(s) during the period from February 2, 2012 to the May 17, 2019, along with their Claim Form, Naturex will provide \$30.00 cash for each Product purchased.

**For Class Members Without Proofs of Purchase:** For Class Members without a proof of purchase who submit a claim form verifying that he or she purchased one or more Class Product(s)

during the period from February 2, 2012 to the May 17, 2019, Naturex will provide \$30.00 cash for each Product purchased with a limit of \$60.00 per household.

In the event the Court approves a class action settlement with any or all of Dr. Mehmet C. Oz, M.D., Entertainment Media Ventures, Inc., Zoco Productions, LLC, Harpo Productions, Inc., Sony Pictures Television, Inc. (collectively, the “Media Defendants”) prior to Final Approval of this Settlement Agreement with Naturex and a Class Member receives a payment under the Media Defendants’ settlement, that Class Member shall only be entitled to one \$15 payment under this Settlement; provided, however, the claims of Class Members who received a payment under the Media Defendants’ settlement and who submit additional proof(s) of purchase than were submitted in the Media Defendants’ settlement shall be paid pursuant to the settlement terms above.

If the total amount of eligible claims exceeds the Settlement Fund, then each claim’s award shall be proportionately reduced. In the event that there is any remaining cash amount in the Settlement Fund after payment of Notice and Claim Administration Expenses, Attorneys’ Fees, any necessary taxes, tax expenses, and any Court-approved service award to Plaintiffs as well as the tallied amount of all Authorized Claims, the Settlement Administrator shall divide the remaining cash amount equally by the number of Authorized Claimants and shall pay each such Authorized Claimant his or her share of the remaining cash amount. If after all valid claims (plus other authorized fees, costs and expenses) are paid and money remains in the settlement fund after *pro rata* distribution to Authorized Claimants, any remaining settlement funds thereafter will be awarded *cy pres* to the Consumers Union subject to Court approval.

In addition, Naturex agrees to the following representations:

- a. Naturex does not and will not represent that Svetol® will help users lose weight without diet and exercise.
- b. Naturex does not and will not represent that Svetol® has weight loss benefits that are not supported by clinical studies.
- c. Naturex does not have control over the representations of third parties (for example, distributors, manufacturers, or retailers) regarding Svetol®; however, in its communications with third parties, Naturex will not inform any third party that Svetol® will help users lose weight without diet and exercise or that Svetol® has weight loss benefits that are not supported by clinical studies.

Subject to Court approval, an incentive award not to exceed \$5,000.00 shall be paid to Plaintiff Veda Woodard, an incentive award not to exceed \$5,000.00 shall be paid to Plaintiff Diane Morrison, and an incentive award not to exceed \$7,500.00 shall be paid to Plaintiff Teresa Rizzo-Marino.

## **HOW YOU GET A PAYMENT- SUBMITTING A CLAIM FORM**

### **7. How Can I Obtain a Portion of This Settlement?**

Class Members who wish to receive a portion of this Settlement must fully complete and submit a Claim Form, along with any supporting documentation, by the specified deadline.

You can obtain a Claim Form on the Internet at [www.GCBEPProducts.com](http://www.GCBEPProducts.com)

Read the instructions carefully, fully complete the form, and submit it online on or before August 30, 2019.

Alternatively, you may submit your Claim Form by mailing it to the following address:

Weight Loss Class Action Settlement  
c/o Classaura Class Action Administration  
1718 Peachtree St NW #1080  
Atlanta, GA 30309

It must be postmarked no later than August 30, 2019.

Settlement Class Members who have complied with the instructions, requirements and deadline for submitting a claim, and whose claims have been reviewed and validated by the Claims Administrator, will be paid from the Settlement Fund in accordance with the following schedule:

- i. Naturex shall cause to deposit \$100,000.00 of the Settlement Amount into the Settlement Fund no later than thirty (30) business days following the entry of the Preliminary Approval Order. Naturex shall cause to deposit the remainder of the Settlement Amount into the Settlement Fund no later than fifteen (15) business days following the Effective Date.
- ii. The Effective Date of this Settlement Agreement shall be three business days after which all of the following events and conditions have been met or have occurred:
  - a. The Court grants Final Approval of the Settlement consistent with the Parties' terms herein;
  - b. The time for any Objection or appeal to any aspect of the Settlement has expired;
  - c. The Court determines that the Settlement Agreement was entered into in good faith pursuant to Cal. Civ. P. 877.6; and
  - d. The Court has entered the Final Judgment.
  - e. Unless the Parties otherwise agree in writing to waive all or any portion of the following provision, there has occurred: (i) in the event there is a properly and timely filed Objection to entry of the Final Judgment, the expiration (without the filing or noticing of an appeal) of the time to appeal from the Final Judgment; (ii) the final dismissal of all appeals from the Final Judgment; (iii) affirmance on appeal of the Final Judgment in substantial form; (iv) if a ruling or decision is entered by an appellate court with respect to affirmance of the Final Judgment, the time to petition for rehearing or re-argument, petitions for rehearing en banc and petitions for certiorari or any other form of review with respect to such ruling or decision has expired; or (v) if a petition for rehearing or re-argument, petitions for rehearing en banc and petitions for certiorari or any other form of review with respect to the

Final Judgment is filed, the petition has been denied or dismissed or, if granted, has resulted in affirmance of the Final Judgment in substantial form.

- iii. If Settlement Class Members affirmatively opt for physical check payments, checks will be sent out 90 calendar days after entry of a Final Approval Order.

**TO BE VALID, ALL CLAIMS MUST BE POSTMARKED OR SUBMITTED ONLINE  
BY NO LATER THAN AUGUST 30, 2019**

#### **8. How Can I Obtain a Claim Form?**

You can obtain the Claim Form in one of three ways:

- i. Online: You can download the Claim Form at [www.GCBEProducts.com](http://www.GCBEProducts.com). You can also submit a Claim Form online through the same website.
- ii. By Phone: Call toll-free, 1-888-663-5378 to arrange for a Claim Form to be sent to you by either U.S. mail or e-mail.
- iii. By U.S. Mail: You may write to: Weight Loss Class Settlement, c/o Classaura Class Action Administration, 1718 Peachtree St NW #1080, Atlanta, GA 30309. Be sure to include your name and mailing address.

#### **YOUR RIGHTS AND CHOICES - EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT**

If you do not want to receive any of the settlement benefits from this settlement, but you want to keep the right to sue Naturex, on your own, about the subject matter of this lawsuit, then you must take affirmative steps to get out of the settlement. This is called excluding yourself – or is sometimes referred to as “opting out” of the Class.

#### **9. How Do I Exclude Myself From the Settlement?**

To exclude yourself from the settlement, which is sometimes called “opting-out” of the Class, you must send a letter by mail or submit a form through the Settlement Website saying that you want to be excluded from this lawsuit. To exclude yourself from the Class, you must either: (i) send a written request for exclusion that is received no later than August 30, 2019, to: Weight Loss Class Action Settlement, c/o Classaura Class Action Administration, 1718 Peachtree St NW #1080, Atlanta, GA 30309, or (ii) submit a request for exclusion online through the Settlement Website no later than August 30, 2019.

Your request for exclusion must contain: (1) the name of this lawsuit, “*Woodard et al. v. Labrada, et al.*”, Case Number: 16-cv-00189-JGB-SP; (2) your full name, current address, and telephone number; (3) a clear statement of intention to exclude yourself such as “I wish to be excluded from

the Class”; and (4) your signature. You may also get an Exclusion Request Form at [www.GCBEProducts.com](http://www.GCBEProducts.com)

You cannot exclude yourself by telephone or by e-mail. If you ask to be excluded, you will not get any settlement benefits, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendant in the future.

#### **10. If I Don’t Exclude Myself, Can I Sue Defendant for the Same Things Later?**

No. If you do not properly and timely submit a request for exclusion, you waive your right to opt out and will be deemed to be a member of the Class. Unless you timely exclude yourself, you give up the right to sue Naturex for the claims that this settlement resolves, and you will be bound by the terms of this settlement. If you have a pending lawsuit against Naturex, other than this class action, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, any exclusion request must be signed, mailed, and postmarked or submitted online by no later than August 30, 2019.

#### **11. If I Exclude Myself, Can I Get the Settlement Benefits from this Settlement?**

No. If you exclude yourself, do not send in a claim form to ask for any of the offered settlement benefits.

### **YOUR RIGHTS AND CHOICES - OBJECTING TO THE PROPOSED SETTLEMENT**

You can tell the Court that you object to the settlement or any particular part of it.

#### **12. How Do I Tell the Court That I Object to the Proposed Settlement?**

If you are a Class Member, you may object to the settlement if you do not like any particular part of it. In doing so, you must give reasons why you think the Court should not approve it, and the Court will consider your views.

To object, you must send a letter that contains the following:

- (i) a reference, in its first sentence, to this Litigation, *Woodard et al. v. Labrada, et al.*, Case No. 5:16-cv-00189-JBG-SP;
- (ii) Your full, legal name, residential address, telephone number and email address (and your lawyer’s name, business address, telephone number and email address if objecting through counsel);
- (iii) a statement describing your membership in the Settlement Class, including a verification under oath as to the date, name of the Class Products purchased, and the location and name of the retailer from whom you made the purchase of the Products and/or a Receipt reflecting such purchase and any other information required by the Claim Form;

- (iv) a written statement of all grounds for the objection, accompanied by any legal support for such objection;
- (v) copies of any papers, briefs, or other documents upon which the objection is based;
- (vi) a list of all persons who will be called to testify in support of the objection;
- (vii) a statement of whether the you intend to appear at the Settlement Hearing (Note, if the objector intends to appear at the Settlement Hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the Settlement Hearing);
- (viii) a list of the exhibits that the you may offer during the Settlement Hearing, along with copies of such exhibits; and
- (ix) your signature.

**If you choose to object through a lawyer, you must pay for the lawyer yourself.**

Your objection must be signed, and mailed to the Court, along with any supporting documents, so that it is received no later than August 30, 2019 by the Court at:

Clerk of Court  
U.S. District Court  
Central District of California- Eastern Division  
3470 Twelfth Street  
Riverside, CA 92501-3801

A copy of your objection ***must*** also be signed, mailed, along with any supporting documents to the Settlement Administrator and each of the following two addresses, so ***that is received by them no later than*** August 30, 2019:

Counsel for Plaintiffs and the Class

Ronald A. Marron  
**LAW OFFICES OF RONALD A. MARRON**  
651 Arroyo Drive  
San Diego, CA 92103  
Telephone: (619) 696-9006  
Email: ron@consumersadvocates.com

Counsel for Naturex

Stacy Weinstein Harrison  
**ORRICK, HERRINGTON AND SUTCLIFFE LLP**  
777 South Figueroa Street, Suite 3200  
Los Angeles, CA 90017  
Telephone: 213-612-2020  
Facsimile: 213- 612-2499  
Email: swharrison@orrick.com

**13. What's the Difference Between Objecting and Excluding?**

Objecting is explaining to the Court you do not like something about the settlement. You can object only if you stay in the Class.

Excluding yourself from the settlement is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## YOUR RIGHTS AND CHOICES - APPEARING IN THE LAWSUIT

### 14. Can I Appear or Speak in this Lawsuit and Proposed Settlement?

As long as you do not exclude yourself, you can (*but do not have to*) participate and speak for yourself in this lawsuit and Proposed Settlement. This is called making an appearance. You can also have your own lawyer appear in court and speak for you, but you must pay for the lawyer yourself.

### 15. How Can I Appear in this Lawsuit?

If you want yourself or your own lawyer (*instead of Class Counsel*) to participate or speak for you in this lawsuit, you must give the Court a paper that is titled a “Notice of Appearance.” The Notice of Appearance must contain the title of the lawsuit, a statement that you wish to appear at the Fairness Hearing, and the signature of you or your lawyer.

Your Notice of Appearance can also state that you or your lawyer would like to speak at the Court’s Fairness Hearing on the Proposed Settlement. If you submit an objection (*see question 12 above*) and would like to speak about the objection at the Court’s Fairness Hearing, both your Notice of Appearance and your objection should include that information.

Your Notice of Appearance must be signed, mailed and postmarked by August 30, 2019, to the Court at:

Clerk of Court  
U.S. District Court  
Central District of California- Eastern Division  
3470 Twelfth Street  
Riverside, CA 92501-3801

Copies of your Notice of Appearance **must also be mailed to** the same two addresses appearing on page 11 of this Notice, in question 12.

## IF YOU DO NOTHING

### 16. What Happens If I Do Nothing At All?

If you do nothing, you will get no settlement benefits from this settlement. But, unless you timely excluded yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Naturex about the subject matter of this lawsuit, ever again.

## **THE LAWYERS REPRESENTING YOU**

### **17. Do I Have a Lawyer in this Case?**

The Court has appointed Ronald A. Marron, APLC and Cohelan, Khoury, and Singer as legal counsel for the Class. Together, the law firms are called Class Counsel. You will not be charged for these lawyers.

### **18. How Will The Lawyers Be Paid?**

From the inception of the litigation in 2016 to the present, Class Counsel has not received any payment for their services in prosecuting the case or obtaining settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. When they ask the Court to approve the settlement, Class Counsel will also make a motion to the Court to approve and award attorneys' fees and a reimbursement of expenses to Class Counsel, in a total amount of up to 33.33% of the \$1,300,000.00 Settlement Fund. No matter what the Court decides with regard to the requested attorneys' fees, Class members will never have to pay anything toward the fees or expenses of Class Counsel. Class Counsel will seek final approval of the settlement on behalf of all Class Members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense. Class Counsel may also request that an amount be paid to each of the Class Representatives who helped the lawyers on behalf of the whole Class (known as an "incentive award").

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to attend or speak.

### **19. When and Where Will the Court Decide Whether to Approve the Settlement?**

The United States District Court for the Central District of California - Eastern Division (the "Court") will hold a hearing (the "Fairness Hearing") at the Federal Courthouse located at the U.S. District Court for the Central District of California, 3470 Twelfth Street Riverside, CA 92501-38018 on October 7, 2019 to decide whether the settlement is fair, reasonable, and adequate, as well as to determine the amount of attorneys' fees and costs and incentive fee awards. If there are objections, the Court will consider them at that Fairness Hearing. The Court may also discuss Class Counsel's request for an award of attorneys' fees and reimbursement of costs. After the Fairness Hearing, the Court will decide whether to approve the settlement and whether to grant Class Counsel's request for attorneys' fees and expenses. We do not know how long it will take the Court to make these decisions.

### **20. Do I Have to Come to the Hearing?**

No. Class Counsel is working on your behalf and will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## **FINAL SETTLEMENT APPROVAL**

### **21. What Is The Effect of Final Settlement Approval?**

If the Court grants final approval of the settlement, all members of the Class will generally release and forever discharge the Released Naturex Parties (as defined in the Settlement Agreement) from any and all claims, demands, rights, suits, liabilities, and causes of action of every nature and description whatsoever, known or unknown, matured or unmatured, at law or in equity, existing under federal or state law, asserted in, arising out of, or in connection with any Green Coffee Bean Extract Product or Svetol® or any of the matters alleged or that could have been alleged in the Action.

If the Court does not approve the settlement, the case will proceed as if no settlement had been attempted.

If the settlement is not approved and litigation resumes, there can be no assurance that the Class will recover more than is provided for under the settlement, or anything at all. In other words, there is no guarantee of success if litigation proceeds.

## **GETTING MORE INFORMATION**

### **22. Are There More Details About the Settlement?**

This Notice is only intended to provide a summary of the proposed settlement. You may obtain the complete text of the settlement: at [www.GCBEProducts.com](http://www.GCBEProducts.com); by writing to the Claims Administrator (at the address listed above); or, from the court file, which is available for your inspection during regular business hours at the Office of the Clerk of the United States District Court for the Central District of California, U.S. District Court for the Central District of California, 3470 Twelfth Street Riverside, CA 92501-3801, under the Civil Action Number 5:16-cv-00189-JGB-SP.

By visiting the website located at [www.GCBEProducts.com](http://www.GCBEProducts.com), you will find the Plaintiffs' First Amended Complaint, Naturex's Answer and Affirmative Defenses, a Claim Form, and an Exclusion Request Form.

You may also contact the Settlement Administrator by email at [Contact@GCBEProducts.com](mailto:Contact@GCBEProducts.com), or by writing to: Weight Loss Class Action Settlement, c/o Classaura Class Action Administration, 1718 Peachtree St NW #1080, Atlanta, GA 30309.

**PLEASE DO NOT CALL OR DIRECT ANY INQUIRIES TO THE COURT.**

**This Notice is given with the approval and at the direction of the court.**