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 7 Attorneys for Defendant
 8 NATUREX, INC.

9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

11
 12 VEDA WOODARD, TERESA RIZZO-
 13 MARINO, and DIANE MORRISON, on
 14 behalf of themselves, all others similarly
 situated, and the general public,

15 Plaintiffs,

16 v.

17 LEE LABRADA; LABRADA
 BODYBUILDING NUTRITION, INC.;
 18 LABRADA NUTRITIONAL
 SYSTEMS, INC.; DR. MEHMET C.
 19 OZ, M.D.; ENTERTAINMENT
 MEDIA VENTURES, INC. d/b/a OZ
 20 MEDIA; ZOCO PRODUCTIONS,
 LLC; HARPO PRODUCTIONS, INC.;
 21 SONY PICTURES TELEVISION,
 INC.; NATUREX, INC.; and
 22 INTERHEALTH NUTRACEUTICALS,
 INC.,

23 Defendants.
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Case No. 5:16-cv-00189-JGB (SPx)

**NOTICE OF MOTION AND
 MOTION BY DEFENDANT
 NATUREX, INC. FOR
 DETERMINATION OF GOOD
 FAITH SETTLEMENT**

Hearing Date: March 18, 2019
 Hearing Time: 9:00 a.m.
 Courtroom: 1

Action Filed: February 2, 2016
 Trial Date: None Set

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 PLEASE TAKE NOTICE THAT on March 18, 2019 at 9:00 a.m., or as soon
4 thereafter as counsel may be heard, in Department 1 of the above-captioned Court
5 located at 3470 Twelfth Street, Riverside, California 92501, Defendant Naturex,
6 Inc. (“Naturex”) will and hereby does move this Court for an order, pursuant to
7 Code of Civil Procedure §§ 877 and 877.6, determining that the partial class action
8 settlement reached between Naturex, on the one hand, and Class Plaintiffs and
9 Proposed Class Representatives Veda Woodard, Teresa Rizzo-Marino, and Diane
10 Morrison (“collectively, Plaintiffs”), on the other hand, is in good faith and barring
11 any current or future cross-complaints, complaints or claims against Naturex for
12 partial or comparative equitable contribution, fault, or indemnity, based on
13 comparative negligence or comparative fault, arising out of the subject matter of the
14 above-entitled action.

15 Naturex brings this motion pursuant to CCP §§ 877 and 877.6 on the grounds
16 that the settlement entered into between Plaintiffs and Naturex is fair and
17 reasonable compensation for the compromise of all claims against Naturex related
18 to the above-entitled action.

19 Plaintiffs filed their Complaint [Dkt. No. 1] on February 2, 2016. Thereafter,
20 Plaintiffs filed a First Amended Complaint [Dkt. No. 88] (“FAC”) on June 2, 2016.
21 The FAC is the operative pleading and Naturex requests that the Court dismiss with
22 prejudice the FAC against Naturex upon granting this Motion and retain
23 jurisdiction pursuant to CCP § 664.6 to enforce the settlement.

24 The parties to this case that are affected by this motion are:

25 **Attorneys for Plaintiffs:**

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3 **LABRADA NUTRITIONAL SYSTEMS, INC.:**

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8 NATUREX, INC.

9 UNITED STATES DISTRICT COURT
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12 VEDA WOODARD, TERESA RIZZO-
13 MARINO, and DIANE MORRISON, on
14 behalf of themselves, all others similarly
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15 Plaintiffs,

16 v.

17 LEE LABRADA; LABRADA
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22 INTERHEALTH NUTRACEUTICALS,
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23 Defendants.
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Case No. 5:16-cv-00189-JGB (SPx)

**MEMORANDUM OF POINTS
AND AUTHORITIES IN
SUPPORT OF DEFENDANT
NATUREX, INC.’S MOTION FOR
DETERMINATION OF GOOD
FAITH SETTLEMENT**

Hearing Date: March 18, 2019
Hearing Time: 9:00 a.m.
Courtroom: 1

Action Filed: February 2, 2016
Trial Date: None Set

1 **I. INTRODUCTION**

2 Defendant Naturex, Inc. (“Naturex”) seeks an order determining that its
3 settlement with Class Plaintiffs and Proposed Class Representatives Veda
4 Woodard, Teresa Rizzo-Marino, and Diane Morrison (“collectively, Plaintiffs”),
5 consisting of a \$1,300,000 non-reversionary settlement fund and non-monetary
6 relief, was made in good faith pursuant to California Code of Civil Procedure §
7 877.6.

8 Naturex’s settlement with Plaintiffs (together, the “Settling Parties”) is in
9 good faith. It was made following two mediations and significant negotiation
10 between the parties. It also confers substantial benefits on the proposed class,
11 particularly given the risk associated with a costly and uncertain trial against
12 Naturex, who denies liability and has meritorious defenses to Plaintiff’s claims.
13 Further, because Naturex is merely the manufacturer of the ingredient at issue, it is
14 not responsible (and therefore not liable) for any of the representations made by
15 downstream manufacturers, distributors, or marketers. Indeed, there are many other
16 potential defendants from whom Plaintiffs can seek contribution, as this settlement
17 specifically excludes “manufacturers, marketers, distributors, and retailers of Green
18 Coffee Bean Extract Products as well as the non-settling defendants in the Action,
19 including Interhealth Nutraceuticals, Inc., Lee Labrada, Labrada Bodybuilding
20 Nutrition, Inc., Labrada Nutritional Systems, Inc., Dr. Mehmet C. Oz, M.D., Harpo
21 Productions, Inc., Zoco Productions, Inc., and Entertainment Media Ventures, Inc.”

22 For all the reasons set forth below, the Settling Parties request that the Court
23 determine that their settlement is in good faith.

24 **II. FACTUAL BACKGROUND**

25 **A. Plaintiffs’ Allegations against Naturex**

26 Naturex sources, purifies, and formulates botanical ingredients for the food
27 and beverage, nutrition and health, and personal care industries. At issue here is
28

1 Naturex’s green coffee bean extract product, sometimes marketed as Svetol® (the
2 “Naturex Ingredient”). Plaintiffs allege that a product made by a non-settling co-
3 defendant, the “Labrada Green Bean Coffee Extract” product (the “Labrada
4 Product”), contains the Naturex Ingredient. FAC, ¶ 11. Plaintiffs challenge the
5 efficacy of claims made regarding the Labrada Product’s ability to burn fat or assist
6 with weight loss. By extension, Plaintiffs challenge the Naturex Ingredient’s ability
7 to contribute to fat burning or weight loss.

8 Plaintiffs contend that they purchased the Labrada Products in reliance on
9 representations concerning weight loss that were made on the product’s label and
10 on the Dr. Oz show. FAC, ¶ 145. Plaintiffs do not allege that Naturex made any
11 representations to them (or to any other consumer) about any Labrada product.
12 Indeed, Plaintiffs’ Complaint principally addresses the representations made by the
13 Dr. Oz show and the Media Defendants,¹ which have no bearing on Plaintiffs’
14 claims against Naturex.

15 **B. Procedural History**

16 Naturex refers the Court to Plaintiffs’ concurrently-filed Motion for
17 Preliminary Approval for a more detailed procedural history of this case.

18 As relevant here, on September 26, 2017, Naturex and Plaintiffs engaged in
19 an extensive, arm’s-length negotiation and mediation session with the Hon. Leo
20 Papas (Ret.). *See* concurrently-filed Declaration of Ron Marron in support of
21 Plaintiffs’ Motion for Preliminary Approval (“Marron Decl.”), ¶ 9. At that
22 mediation, Naturex and Plaintiffs were unable to reach a resolution. Plaintiffs and
23 Naturex engaged in a second mediation session with Judge Papas on August 30,
24 2018. *Id.*, ¶ 10. This time, with Judge Papas’ guidance, the negotiations between
25 Class Counsel and Naturex resulted in an agreement in principle, which was later
26

27 ¹ The “Media Defendants” are Defendants Dr. Mehmet C. Oz, M.D.; ZoCo
28 Productions, LLC; Harpo Productions, Inc.; and Entertainment Media Ventures,
Inc.

1 memorialized in a full Joint Settlement Agreement executed by Plaintiffs and
2 Naturex that is the subject of this Motion and the concurrently-filed Motion for
3 Preliminary Approval. *Id.*, ¶ 10 & Ex. 1.

4 **C. Summary of Settlement Terms**

5 **Settling Parties:** This settlement is between Class Plaintiffs and Proposed
6 Class Representatives Veda Woodard, Teresa Rizzo-Marino, and Diane Morrison
7 (collectively, “Plaintiffs”), on the one hand, and Defendant Naturex, Inc.
8 (“Naturex”) on the other hand.

9 **Basis, Terms, and Amount of the Settlement:** While denying any liability
10 for Plaintiffs’ allegations, Naturex has agreed to pay \$1,300,000 into a non-
11 reversionary settlement fund. In addition, Naturex has agreed to the following non-
12 monetary representations regarding the Naturex Ingredient:

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

23 In exchange for the \$1,300,000 non-reversionary settlement amount and the
24 foregoing representations, Plaintiffs will dismiss their First Amended Complaint
25 with prejudice against Naturex and fully and completely release Naturex and its
26 agents, employees, insurers, etc., from any and all claims, known or unknown,
27 arising out of or in any way related to this action (as in more fully described in the
28 Joint Settlement Agreement). The settlement is also subject to determination of

1 good faith.

2 The \$1,300,000 settlement amount takes into consideration the fact that
3 Naturex denies liability entirely because it contends its Ingredient is efficacious. As
4 a result, any trial on Plaintiffs' claims would be subject to an expensive and
5 uncertain "battle of the experts." Further, because Naturex only manufactures the
6 Ingredient at issue, it is not responsible for, and therefore not liable for,
7 representations made by downstream distributors or marketers. For the same
8 reason, there are many other resellers and manufacturers expressly excluded from
9 this settlement from whom Plaintiffs can seek contribution. Moreover, Naturex's
10 sales of the Ingredient at issue in this Action totaled only \$90,250. *See* Declaration
11 of Stacy W. Harrison ("Harrison Decl."), ¶ 2, Ex. A.

12 **List of Parties:** The following is a list of all parties to this action:

- 13 a. Plaintiffs and Proposed Class Representatives: Veda Woodard, Teresa
14 Rizzo-Marino, and Diane Morrison.
- 15 b. Defendants:
- 16 a. Naturex, Inc.
- 17 b. Interhealth Nutraceuticals, Inc.
- 18 c. "Media Defendants": Dr. Mehmet C. Oz, M.D.; ZoCo
19 Productions, LLC; Harpo Productions, Inc.; Entertainment
20 Media Ventures, Inc.
- 21 d. "Labrada Defendants": Lee Labrada; Labrada Bodybuilding
22 Nutrition, Inc.; Labrada Nutritional Systems, Inc.

23 **Pleadings Affected by Settlement:** Plaintiff's First Amended Complaint
24 ("FAC") is the pleading affected by this Motion. Naturex requests that the Court
25 dismiss with prejudice the FAC against Naturex upon granting this Motion and
26 retain jurisdiction to enforce the settlement.

27 **III. LEGAL STANDARD**

28 California Code of Civil Procedure section 877.6 applies to the settlements of

1 actions “in which it is alleged that two or more parties are joint tortfeasors or co-
2 obligors on a contract.” The legislation has two objectives: “equitable sharing of
3 costs among the parties at fault and encouragement of settlements.” *Mattco Forge,*
4 *Inc. v. Arthur Young & Co.* 38 Cal.App.4th 1337, 1349 (1995) (citation omitted).

5 The party seeking a good faith determination has the burden of establishing
6 only that a settlement has occurred. “Once there is a showing made by the settlor of
7 the settlement, the burden of proof on the issue good faith shifts to the nonsettlor
8 who asserts that the settlement was not made in good faith.” *City of Grand Terrace*
9 *v. Superior Court*, 192 Cal. App. 3d 1251, 1261 (1987) (citation omitted); Cal. Civ.
10 Proc. § 877.6(d); *see also North County Contractor’s Assn. v. Touchstone Ins.*
11 *Services*, 27 Cal. App. 4th 1085, 1091 (1994) (burden on objecting party to prove
12 an absence of good faith). To be in good faith, the settlement only “must not be
13 grossly disproportionate to what a reasonable person, at the time of settlement,
14 would estimate the settling defendant's liability to be.” *Tech-Bilt, Inc v Woodward-*
15 *Clyde & Assoc.*, 38 Cal. 3d. 488, 499 (1985) (citation omitted).

16 Bad faith is not established simply by “showing that a settling defendant paid
17 less than his theoretical proportionate or fair share.” *Tech-Bilt*, 38 Cal.3d. at 497
18 (citation omitted). The objecting party must demonstrate that “the settlement is so
19 far ‘out of the ballpark’ in relation to these factors as to be inconsistent with the
20 equitable objectives of the statute.” *Abbott Ford, Inc. v. Superior Court* 43 Cal.3d
21 858, 874 (1987) (citation omitted). This evaluation, in turn, must be made on the
22 basis of information available at the time of the settlement. *Id.*

23 In *Tech-Bilt*, the California Supreme Court set forth various factors to be
24 considered by a trial court in determining whether a settlement has been made “in
25 good faith” within the meaning of Section 877.6:

- 26 1. A rough approximation of plaintiffs' total recovery and the settlor's
27 proportionate liability;
- 28 2. The amount paid in settlement;

- 1 3. The allocation of settlement proceeds among plaintiffs;
- 2 4. A recognition that a settlor should pay less in settlement than he would
- 3 if he were found liable after a trial;
- 4 5. The financial conditions and insurance policy limits of settling
- 5 defendants; and
- 6 6. The existence of collusion, fraud, or tortious conduct aimed to injure
- 7 the interests of nonsettling defendants.

8 *Tech-Bilt*, 38 Cal.3d. at 499. When evaluating the plaintiff's total recovery, the
9 amount is not based on what plaintiff claims to be entitled to, but instead is based
10 on what the plaintiff could actually recover. *Horton v. Superior Court*, 194 Cal.
11 App. 3d 727, 735-36 (1987).

12 **IV. THIS SETTLEMENT WAS MADE IN GOOD FAITH**

13 Naturex requests that the Court find that its settlement was made in good
14 faith. As a threshold matter, Naturex has met its burden of establishing that a
15 settlement was reached. Accordingly, the burden is on any objector to show a lack
16 of good faith. Cal. Civ. Proc. § 877(d).

17 **A. Rough Approximation of Plaintiffs' Total Recovery and Naturex's**
18 **Proportionate Liability**

19 Naturex strongly disputes any liability in this case. Plaintiffs do not have any
20 evidence that the Naturex Ingredient is ineffective at promoting weight loss, or that
21 any of Naturex's representations regarding the Naturex Ingredient are untrue. In
22 addition, Naturex merely manufactures the Ingredient at issue. The Naturex
23 Ingredient is then incorporated into other manufacturers' products, some with many
24 other ingredients, which are then sold by distributors and retailers. Accordingly,
25 there are many representations and statements that are made regarding the end
26 products sold to consumers that are not reviewed or approved by Naturex, or that
27 apply to other ingredients in those end products. Thus, because there are many other
28 entities involved in producing, distributing, and marketing the end products, there

1 are many other defendants from whom Plaintiffs can seek contribution. Moreover,
2 the total sales of the Naturex Ingredient at issue in this action is only \$90,250.
3 Harrison Decl., ¶ 2, Ex. A.

4 All of these factors minimize or eliminate any potential liability for Naturex.
5 Nevertheless, to avoid the burden and uncertainty of continued litigation and trial,
6 Naturex has agreed to resolve this action for \$1,300,000. This settlement amount is
7 a significant concession by Naturex given its limited or nonexistent liability, and an
8 indicator that this settlement was made in good faith. Naturex has also agreed to
9 make the representations described above regarding the Naturex Ingredient's
10 effects.

11 **B. Amount Paid in Settlement**

12 Naturex has agreed to pay a **non-reversionary** sum of \$1,300,000, plus the
13 non-monetary relief described above.

14 **C. The Allocation Of Settlement Proceeds Among Plaintiffs**

15 The settlement amount will benefit all Plaintiffs and the proposed Class.

16 **D. Recognition That Naturex Should Pay Less In Settlement Than If
17 Found Liable After A Trial**

18 As described above, Naturex has significant defenses to Plaintiffs' claims.
19 Indeed, as the parties' Motion for Preliminary Approval acknowledges:

20 Plaintiffs would have to prove that Naturex was responsible for
21 misleading representations and that the Svetol ingredient produced by
22 Naturex is inefficacious for weight loss. This inquiry would like
23 devolve into an expensive and uncertain "battle of experts."

24 Moreover, Plaintiffs would face a strong hurdle at class certification
25 and summary judgment to establish damages against Naturex. Naturex
26 vigorously denies Plaintiffs' allegations and asserts that neither
27 Plaintiffs nor the Class suffered any harm or damages. In addition,
28 Naturex would no doubt present a vigorous defense at trial, and there
is no assurance that the Class would prevail – or even if they did, that
they would be able to obtain an award of damages significantly higher
than achieved here absent such risks.

Plaintiffs' Motion for Preliminary Approval at 12-13.

1 Accordingly, this settlement amount recognizes that Naturex should pay less
2 in settlement than at trial.

3 **E. Naturex's Financial Condition Supports a Good Faith**
4 **Determination**

5 Given that only \$90,250 of the Naturex Ingredient was sold to manufacture
6 the products at issue in this case, the \$1,300,000 settlement amount easily supports
7 a finding that this settlement was made in good faith. Naturex does not have
8 insurance contributing to the cost of this settlement. *See* Rule 26(f) Joint
9 Scheduling Report at 14:20-22 [Dkt. No. 121].

10 **F. There Was No Collusion, Fraud, Or Tortious Conduct Aimed To**
11 **Injure The Interests Of Nonsettling Defendants**

12 As described above and in the parties' concurrently-filed Motion for
13 Preliminary Approval, this settlement was entered into following two arm's-length
14 mediations, significant discovery and motion practice, and the parties' diligent
15 negotiations. There was no collusion, fraud, or tortious conduct involved in this
16 settlement, and no evidence exists to support such a claim.

17 **G. Plaintiffs' Total Recovery Against Naturex Should Be Zero**

18 Because there is no evidence that the Naturex Ingredient is not effective or
19 that Naturex was responsible for any misleading representations regarding the
20 Ingredient's efficacy, Naturex is unlikely to be found liable and therefore Plaintiffs'
21 recovery should be nothing.

22 **V. CONCLUSION**

23 The *Tech-Bilt* factors all support a good faith finding. For all the reasons
24 discussed above, the Court should grant Naturex's Motion For Determination of
25 Good Faith Settlement and issue an order pursuant to Code of Civil Procedure
26 Section § 877.6(c) barring any other joint tortfeasor or co-obligor from any further
27 claims against Naturex for equitable comparative fault, indemnity, contribution,
28 partial or comparative indemnity, based upon comparative negligence or
comparative fault.

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Dated: February 15, 2019

STACY W. HARRISON
DAVID P. FUAD
ORRICK, HERRINGTON & SUTCLIFFE LLP

By: /s/ Stacy W. Harrison
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7 Attorneys for Defendant
8 NATUREX, INC.

9 UNITED STATES DISTRICT COURT
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17 LABRADA NUTRITIONAL
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OZ, M.D.; ENTERTAINMENT
18 MEDIA VENTURES, INC. d/b/a OZ
MEDIA; ZOCO PRODUCTIONS,
19 LLC; HARPO PRODUCTIONS, INC.;
SONY PICTURES TELEVISION,
20 INC.; NATUREX, INC.; and
INTERHEALTH NUTRACEUTICALS,
21 INC.,

22 Defendants.

Case No. 5:16-cv-00189-JGB (SPx)

**DECLARATION OF STACY W.
HARRISON IN SUPPORT OF
DEFENDANT NATUREX, INC.’S
MOTION FOR
DETERMINATION OF GOOD
FAITH SETTLEMENT**

Hearing Date: March 18, 2019
Hearing Time: 9:00 a.m.
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Action Filed: February 2, 2016
Trial Date: None Set

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DECLARATION OF STACY W. HARRISON

I, Stacy W. Harrison, declare:

1. I am a partner with the law firm of Orrick, Herrington & Sutcliffe LLP, counsel of record for Defendant Naturex, Inc. (“Naturex”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them if called as a witness. I make this declaration in support of Naturex’s Motion for Determination of Good Faith Settlement.

2. Attached hereto as **Exhibit A** are true and correct copies of three purchase orders that Naturex produced in this action, issued by JW Nutritional, LLC to Naturex, totaling \$90,250.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at Los Angeles, California, this 15th day of February, 2019.



STACY W. HARRISON

Exhibit A

JW Nutritional, LLC

PURCHASE ORDER

601 Century Parkway
 Allen, TX 75013
 P: (214) 221-0404
 F: (214) 217-4445

Date:	11/14/2012
PO Number:	1114616
Customer:	55
Requested Ship Date:	

Vendor
Naturex 375 Huyler Street South HackenSack, NJ 07606

Ship To
JW Nutritional 601 Century Parkway Allen, TX 75013

Ingredient	Amount	Cost Per Unit	Price
Svetol® Green Coffee Bean (standardized to 50% total polyphenols, 45% total	200kg	190	\$38,000.00

Other Comments or Special Instructions

SUBTOTAL:	\$38,000.00
=====	=====
Total:	\$38,000.00

Authorized	Date
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JW Nutritional, LLC

PURCHASE ORDER

601 Century Parkway
 Allen, TX 75013
 P: (214) 221-0404
 F: (214) 217-4445

Date:	12/18/2012
PO Number:	1218679
Customer:	55
Requested Ship Date:	

Vendor
Naturex 375 Huyler Street South HackenSack, NJ 07606

Ship To
JW Nutritional 601 Century Parkway Allen, TX 75013

Ingredient	Amount	Cost Per Unit	Price
Svetol Green Coffee Bean(50% total polyphenols, 45% chlorogenic acids)	150kg	190	\$28,500.00

Other Comments or Special Instructions

SUBTOTAL:	\$28,500.00
=====	=====
Total:	\$28,500.00

_____ Authorized	_____ Date
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JW Nutritional, LLC

PURCHASE ORDER

601 Century Parkway
 Allen, TX 75013
 P: (214) 221-0404
 F: (214) 217-4445

Date:	3/4/2013
PO Number:	304859
Customer:	55
Requested Ship Date:	

Vendor
Naturex 375 Huyler Street South HackenSack, NJ 07606

Ship To
JW Nutritional 601 Century Parkway Allen, TX 75013

Ingredient	Amount	Cost Per Unit	Price
Svetol Green Coffee Bean(50% total polyphenols, 45% chlorogenic acids)	125kg	190	\$23,750.00

Other Comments or Special Instructions

SUBTOTAL:	\$23,750.00
=====	=====
Total:	\$23,750.00

Authorized	Date

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

VEDA WOODARD, TERESA RIZZO-MARINO, and DIANE MORRISON, on behalf of themselves, all others similarly situated, and the general public,

Plaintiffs,

v.

LEE LABRADA; LABRADA BODYBUILDING NUTRITION, INC.; LABRADA NUTRITIONAL SYSTEMS, INC.; DR. MEHMET C. OZ, M.D.; ENTERTAINMENT MEDIA VENTURES, INC. d/b/a OZ MEDIA; ZOCO PRODUCTIONS, LLC; HARPO PRODUCTIONS, INC.; SONY PICTURES TELEVISION, INC.; NATUREX, INC.; and INTERHEALTH NUTRACEUTICALS, INC.,

Defendants.

Case No. 5:16-cv-00189-JGB (SPx)

**[PROPOSED] ORDER
GRANTING DEFENDANT
NATUREX, INC.’S MOTION FOR
DETERMINATION OF GOOD
FAITH SETTLEMENT**

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[Proposed] Order

Defendant Naturex, Inc.’s (“Naturex”) Motion for Determination of Good Faith Settlement came on regularly for hearing at 9:00 a.m. on March 18, 2019. Having considered the papers, the evidence, and arguments of counsel, the Court hereby GRANTS the Motion and finds, pursuant to California Code of Civil Procedure sections 877 and 877.6, that Class Plaintiffs and Proposed Class Representatives Veda Woodard, Teresa Rizzo-Marino, and Diane Morrison (“collectively, Plaintiffs”) and Naturex’s partial class action settlement in the above-entitled action is in good faith. The Court prohibits any current or future cross-complaints, complaints, or claims against Naturex for partial or comparative equitable contribution, fault, or indemnity, based on comparative negligence or comparative fault, arising out of the subject matter of the above-entitled action.

The Court additionally retains jurisdiction pursuant to CCP § 664.6 to enforce the settlement.

IT IS SO ORDERED.

Dated: _____

Honorable Jesus G. Bernal
United States District Judge