

EXHIBIT 1

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

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

Plaintiffs,

vs.

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-SP
) CLASS ACTION
) **JOINT STIPULATION OF SETTLEMENT**

1 This Joint Stipulation of Settlement (“Agreement”, “Settlement Agreement”
2 or “Stipulation”) is made and entered into by and between Plaintiffs Veda
3 Woodard, Teresa Rizzo-Marino, and Diane Morrison on behalf of themselves and
4 the Settlement Class Members defined below (hereafter collectively referred to as
5 “Plaintiffs” or the “Class”), and Defendants Dr. Mehmet C. Oz, M.D., Zoco
6 Productions, LLC, Entertainment Media Ventures, Inc., and Harpo Productions,
7 Inc. (the “Media Defendants”) (collectively the “Settling Parties”) and resolves in
8 full the class action lawsuit (the “Action”) as to the Media Defendants. Subject to
9 Court approval pursuant to the applicable Federal Rules of Civil Procedure, and as
10 provided herein, the Parties hereby stipulate and agree that, in consideration for the
11 promises and covenants set forth in this Settlement Agreement and upon the entry
12 by the Court of a Final Judgment and Order Approving Settlement and the
13 occurrence of the Effective Date, the Action shall be settled and compromised
14 upon the terms and conditions contained herein.

15 **RECITALS**

16 **I. PROCEDURAL BACKGROUND**

17 1.1. WHEREAS, on February 2, 2016, Plaintiff Veda Woodard filed a
18 class action complaint in the United States District Court for the Central District of
19 California, Case No. 5:16-cv-00189-JGB-SP against Defendants Lee Labrada,
20 Labrada Bodybuilding Nutrition, Inc., Labrada Nutritional Systems, Inc., Dr.
21 Mehmet C. Oz, M.D., Entertainment Media Ventures, Inc., Zoco Productions,
22 LLC, Harpo Productions, Inc., Sony Pictures Television, Inc., Naturex, Inc. and
23 Interhealth Nutraceuticals, Inc. alleging causes of action for (1.) fraud and deceit;
24 (2.) Negligent Misrepresentation; (3.) Quasi-Contract/ Unjust Enrichment; (4.)
25 Violations of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§
26 17200, et seq.; (5.) Violations of California’s Consumers Legal Remedies Act, Cal.
27 Civ. Code §§ 1750 et seq.; (6.) Violations of California’s False Advertising Law,
28 Cal. Bus. & Prof. Code §§ 17500 et seq.; (7.) Breach of Express Warranty, Cal.

1 Comm. Code § 2313; and, (8.) Breach of Implied Warranty of Merchantability,
2 Cal. Comm. Code § 2314.

3 1.2. WHEREAS, on April 4, 2016, the Media Defendants filed a Motion to
4 Dismiss Plaintiff Woodard’s class action complaint (ECF No. 45) and on April 11,
5 2016 the Media Defendants filed a Special Motion to Strike Plaintiff Woodard’s
6 Class Action Complaint pursuant to California Civil Procedure Code section
7 425.16 (California’s “anti-SLAPP law”). (ECF No. 49).

8 1.3. WHEREAS, on April 18, 2016, Plaintiff Woodard filed a Motion to
9 Defer Ruling on the Media Defendants’ Special Motion to Strike and for Leave to
10 Conduct Discovery Pursuant to Federal Rule of Civil Procedure 56(d). (ECF No.
11 60).

12 1.4. WHEREAS, on May 12, 2016, the Court entered an Order Granting in
13 Part and Denying in Part the Media Defendants’ Motion to Dismiss with Leave to
14 Amend and Granting Plaintiff Woodard’s Motion to Defer Ruling on the Media
15 Defendants’ Special Motion to Strike and for Leave to Conduct Discovery. (ECF
16 No. 85).

17 1.5. WHEREAS, on June 2, 2016, Plaintiffs Veda Woodard Teresa Rizzo-
18 Marino, and Diane Morrison (collectively the “Plaintiffs”) filed a First Amended
19 Complaint against Defendants Lee Labrada, Labrada Bodybuilding Nutrition, Inc.,
20 Labrada Nutritional Systems, Inc., Dr. Mehmet C. Oz, M.D., Entertainment Media
21 Ventures, Inc., Zoco Productions, LLC, Harpo Productions, Inc., Sony Pictures
22 Television, Inc., Naturex, Inc. and Interhealth Nutraceuticals, Inc. alleging causes
23 of action for (1.) fraud and deceit; (2.) Negligent Misrepresentation; (3.) Violations
24 of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*;
25 (4.) Violations of California’s Consumers Legal Remedies Act, Cal. Civ. Code §§
26 1750 *et seq.*; (5.) Violations of California’s False Advertising Law, Cal. Bus. &
27 Prof. Code §§ 17500 *et seq.*; (6.) Breach of Express Warranty, Cal. Comm. Code §
28 2313; and, (7.) Breach of Implied Warranty of Merchantability, Cal. Comm. Code

1 § 2314; (8.) Breach of Express Warranty, N.Y. U.C.C. § 2-313; (9.) Breach of
2 Implied Warranty of Merchantability, N.Y. U.C.C. § 2-314; (10.) Breach of
3 Express Warranties to Intended Third Party Beneficiaries; (11.) Violations of the
4 Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.*; (12.) Violations of
5 New York's Unfair Trade Practices Law, N.Y. Gen. Bus. Law § 349; and (13.)
6 Violations of New York's False Advertising Law, N.Y. Gen. Bus. Law § 350.

7 1.6. WHEREAS, on June 24, 2016, the Media Defendants filed a Motion
8 to Dismiss Plaintiffs' First Amended Complaint. (ECF No. 94).

9 1.7. WHEREAS, on March 10, 2017, the Court issued an Order Granting
10 in Part and Denying in Part the Media Defendants' Motion to Dismiss the First
11 Amended Complaint and dismissed Defendant Sony Pictures Television, Inc. from
12 the action with prejudice. (ECF No. 154).

13 1.8. WHEREAS, Plaintiffs and the Media Defendants attended three
14 mediation sessions before the Honorable Judge Leo S. Papas (Ret.) on September
15 26, 2017, December 13, 2017, and February 15, 2018. Judge Papas is a highly
16 experienced and well-regarded mediator who served as a Magistrate Judge for the
17 U.S. District Court, Southern District of California from 1991 to 2009, including a
18 tenure as the Presiding Judge from 2002 to 2007. The Parties submitted mediation
19 statements, supplemental statements and supporting documents in connection with
20 the mediation. Between the second and third mediation sessions, Judge Papas held
21 several private telephone caucuses with respective counsel. Judge Papas'
22 guidance with the negotiations between Class Counsel and the Media Defendants
23 resulted in an agreement in principle, which is now finalized as reflected in this
24 Settlement Agreement, which Plaintiffs and Class Counsel believe provides
25 benefits to the Settlement Class, is fair, reasonable and adequate, and is in the best
26 interests of Plaintiffs and the Settlement Class Members.

27 1.9. WHEREAS, this Settlement Agreement was reached after extensive
28 review of the underlying facts and after extensive arm's length negotiations

1 between Class Counsel and counsel for the Media Defendants. During the
2 litigation of this Action, the parties have propounded and responded to several sets
3 of written discovery and produced several thousands of pages of documents and
4 electronic records. In addition, the Defendants have deposed each of the Class
5 Representatives and Class Counsel has deposed the Media Defendants' Fed. R.
6 Civ. P. 30(b)(6) designee and other personal.

7 1.10. WHEREAS, based upon the discovery and investigation to date and
8 evaluation of the facts and law relating to the matters alleged in the pleadings,
9 Plaintiffs and Class Counsel have agreed to settle, subject to court approval, the
10 claims asserted in the Action pursuant to the provisions of this Settlement
11 Agreement. In so doing, Plaintiffs and Class Counsel have considered the terms of
12 this Stipulation, the numerous risks of continued litigation and other factors,
13 including but not limited to the following:

- 14 a. The expense and length of time necessary to prosecute this Action
15 through trial;
 - 16 b. The uncertainty outcome at trial and the possibility of an appeal by
17 either side following the trial;
 - 18 c. The possibility that a contested class might not be certified, and if
19 certified, the possibility that such certification would be reversed on
20 appeal;
 - 21 d. The fact that the Media Defendants would file a motion for summary
22 judgment that, if granted, would dispose of all or many of the claims in
23 this Action;
 - 24 e. The fact that the Media Defendants could prevail on their Special
25 Motion to Strike; and
 - 26 f. The benefits being made available to Plaintiffs and the Settlement Class
27 Members under the terms of this Agreement.
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1 1.11. WHEREAS, weighing the above factors, as well as all other risks and
2 uncertainties of continued litigation and all factors bearing on the merits of
3 settlement, Plaintiffs and Class Counsel are satisfied that the terms and conditions
4 of this settlement are fair, reasonable, adequate, and in the best interests of the
5 Plaintiffs and the Settlement Class Members.

6 1.12. WHEREAS, the Media Defendants deny (a) any liability or any
7 wrongdoing of any kind whatsoever; (b) that they violated any applicable laws; (c)
8 that they owe any damages or compensation to anyone with respect to the facts or
9 claims asserted in the Action; and (d) that class certification for litigation purposes
10 is proper. Nevertheless, without admitting or conceding any liability, the Media
11 Defendants consider it desirable that the Action be resolved upon the terms and
12 conditions set forth in this Settlement Agreement in order to avoid the expense,
13 risk, uncertainty, and interference with ongoing business operations inherent in any
14 litigation, and to obtain the releases as described herein. Any stipulations or
15 statements by the Media Defendants herein are made solely for settlement
16 purposes.

17 1.13. WHEREAS, the Parties have engaged in long and hard-fought
18 settlement negotiations. The combined result of the extensive negotiations is
19 memorialized in the terms set forth in this Settlement Agreement.

20 1.14. **NOW, THEREFORE,** without any admission or concession
21 whatsoever on the part of Plaintiffs of the lack of merit of this Action, or any
22 admission or concession of liability or wrongdoing or the lack of merit of any
23 defense whatsoever by the Media Defendants, it is hereby stipulated and agreed by
24 the undersigned, on behalf of Plaintiffs, the Settlement Class, and the Media
25 Defendants that the Action and all claims of the Settlement Class be settled,
26 compromised, and dismissed on the merits and with prejudice, subject to Court
27 approval as required by Federal Rule of Civil Procedure 23, on the terms and
28 conditions set forth herein and upon the Effective Date (as defined below).

1 1.15. Each party to this Settlement Agreement affirms that the recitals
2 above as to such party are true and accurate as to such party and are hereby made a
3 part of this Settlement Agreement.

4 **II. TERMS AND CONDITIONS OF SETTLEMENT**

5 **Definitions**

6 2.1. As used in this Settlement Agreement and the annexed exhibits
7 hereto, the following terms and phrases have the following meanings, unless a
8 section or subsection of this Settlement Agreement or its exhibits provides
9 otherwise. Unless otherwise indicated, defined terms include the plural as well as
10 the singular. Other capitalized terms used in this Settlement Agreement but not
11 defined above shall have the meaning ascribed to them in this Settlement
12 Agreement and the exhibits attached hereto.

13 A. “Action” means the civil action filed in the United States District
14 Court for the Central District of California, styled *Veda Woodard et al., v. Lee*
15 *Labrada, et al.*, Case No. 5:16-cv-00189-JGB-SP.

16 B. “Settlement Agreement” means this Joint Stipulation of Settlement,
17 including all Exhibits thereto.

18 C. “Authorized Claimant” means any Claimant who has timely and
19 completely submitted a Proof of Claim Form that has been reviewed and validated
20 by the Claims Administrator.

21 D. “Claim” means a request for relief pursuant to section 6.2(a)
22 submitted on a Proof of Claim Form by a Class Member to the Claims
23 Administrator.

24 E. “Claims Deadline” means the date set by the Court in the Preliminary
25 Approval Order by which Settlement Class Members must submit a claim to obtain
26 the Class Benefits described in Section VI of this Settlement Agreement.

27 F. “Claim Form” or “Proof of Claim Form” means the documents to be
28 submitted by Claimants seeking payment pursuant to this Settlement Agreement

1 that will be available online at the Settlement Website, substantially in the form
2 attached hereto as Exhibit A.

3 G. “Claimant” means any Class Member who seeks a Settlement
4 Payment that submits a Claim Form pursuant to this Settlement Agreement.

5 H. “Claims Administration Expenses” means the fees and expenses
6 incurred by the Claims Administrator in completing the claims administration
7 process set forth in this Agreement.

8 I. “Claims Administrator” or “Settlement Administrator” means KCC,
9 LLC Administration, which will provide the Class Notice and administer the
10 claims process. Plaintiffs shall select a successor in the event one becomes
11 necessary, subject to approval by the Media Defendants, which approval shall not
12 be unreasonably withheld.

13 J. “Claim Deadline” or “Claim Period Close Date” means the date 120
14 days (not including the day of the event) following the later of: (i) the last
15 published notice as identified in the Notice Plan; or (ii) establishment of the
16 Settlement Website.

17 K. “Class Counsel” means, subject to Court approval to represent the
18 Settlement Class, the Law Offices of Ronald A. Marron, APLC and the law firm of
19 Cohelan, Khoury, and Singer and any attorneys at those firms assisting in the
20 representation of the Class in this Action.

21 L. “Class Notice” means the Court-approved notices to the Class to be
22 disseminated by the Claims Administrator as set forth in the Claims
23 Administrator’s Notice Media Plan and in accordance with the Court’s Preliminary
24 Approval Order, but which may be modified as necessary to comply with the
25 provisions of this Settlement Agreement, and which are to be provided to the Class
26 Members pursuant to this Settlement Agreement.

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1 M. “Class Period” or “Settlement Class Period” shall mean and refer to
2 the time period beginning on February 2, 2012 and ending on the date until the
3 date of the Order of Preliminary Approval of this Agreement.

4 N. “Class Representatives” means named Plaintiffs Veda Woodard,
5 Teresa Rizzo-Marino, and Diane Morrison.

6 O. “Class Representative Enhancement” or “Incentive Award” means
7 any award sought by application to and approved by the Court that is payable to
8 the Class Representatives and named Plaintiffs from the Settlement Fund for their
9 role as the class representatives and/or named plaintiffs and for the responsibility
10 and work attendant to those roles.

11 P. “Court” means the United States District Court for the Central District
12 of California.

13 Q. “Defendants” or “Media Defendants” means Defendants Dr. Mehmet
14 C. Oz, M.D., Zoco Productions, LLC, Harpo Productions, Inc., and Entertainment
15 Media Ventures, Inc.

16 R. “Defense Counsel” means the law firms of Jackson Walker, LLP and
17 Ford, Walker, Haggerty, & Behar, LLP and any attorneys at those firms assisting
18 in the representation of the Media Defendants in the Action.

19 S. “Escrow Account” means the escrow account managed by the Escrow
20 Agent, which shall be the sole escrow account for compensation of Class Members
21 under the Settlement Agreement.

22 T. “Escrow Agent” means the agreed-upon entity to address and hold for
23 distribution the funds identified in this Settlement Agreement. The Parties agree
24 that KCC, LLC shall serve as the Escrow Agent and will place the Settlement
25 Funds in an interest bearing account, subject to approval by the Court.

26 U. “Fee and Expense Award” means the amount of any attorneys’ fees
27 and reimbursement of litigation expenses awarded to Class Counsel under their Fee
28 Application based on their work prosecuting the Action and creating the benefits of

1 this Settlement Agreement.

2 V. “Final Approval Date” or “Effective Date” means the first date that is
3 three business days after all of the following have occurred: (i) the Court has
4 entered an order granting final approval of the Settlement Agreement in
5 accordance with the terms of this Settlement Agreement; (ii) the time for any
6 challenge or objection to the Settlement Agreement, both in the Court and on
7 appeal, has elapsed; and (iii) the Settlement Agreement has become final, either
8 because no timely challenge or objection was made to it or because any timely
9 challenge or objection has been finally adjudicated and rejected. [For purposes of
10 this paragraph, an “appeal” shall not include any appeal that concerns solely the
11 issue of Class Counsel’s request for attorneys’ fees and expenses and for Incentive
12 Awards to the Class Representatives.]

13 W. “Final Judgment” means the “Final Judgment and Order of Dismissal”
14 to be entered by the Court, which, among other things, fully and finally approves
15 the Settlement and dismisses the litigation with prejudice, and retains continuing
16 jurisdiction over the interpretation, implementation, and enforcement of the
17 settlement.

18 X. “Notice” or “Class Notice” means the Court approved “Notice of
19 Proposed Class Action Settlement” attached as Exhibits “A” and “D”).

20 Y. “Notice Date” or “Notice Deadline” means the date on which the
21 Settlement Administrator completes the Online Notice, consistent with the
22 Preliminary Approval Order, to Settlement Class Members.

23 Z. “Objection” is the written communication that a Settlement Class
24 Member may file with the Court in order to object to this Agreement as provided
25 for in Section IV, 4.4 of this Settlement Agreement.

26 AA. “Objection/Exclusion Deadline” means the date the Court orders in its
27 Preliminary Approval Order, as referred to in Section 4.3 of this Agreement.

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1 BB. “Party” or “Parties” means Plaintiffs and the Media Defendants in this
2 litigation.

3 CC. “Plaintiffs” means the class representatives, Veda Woodard, Teresa
4 Rizzo-Marino, and Diane Morrison, on behalf of themselves and each of the
5 Settlement Class Members.

6 DD. “Person” means any individual, corporation or any other entity of any
7 nature whatsoever.

8 EE. “Preliminary Approval Date” means the date of entry of the Court’s
9 order granting preliminary approval of the Settlement Agreement.

10 FF. “Preliminary Approval Order” means the Court’s order to be entered
11 by the Court, substantially in the form of Exhibit E, preliminarily approving the
12 Settlement Agreement, certifying the Settlement Class, setting the due date of the
13 Final Approval Hearing approving the Settlement Notice Plan, and Claim Form,
14 and setting the Opt Out Date, Objection Date and Notice Date.

15 GG. “Products” and “Class Products” means the following Products
16 purchased by the Class Members: (A) any Green Coffee Bean Extract and/or
17 Garcinia Cambogia product from any manufacturer, including but not limited to
18 the Labrada Dual Action Fat Buster with Supercitrimax® Garcinia Cambogia and
19 the Labrada Fat Loss Optimizer with Svetol® Green Coffee Bean Extract, from
20 February 2, 2012 until the date notice is disseminated in this action, and saw any
21 fake ad purported to be sourced from or approved by Dr. Oz or Media Defendants;
22 or (B) any weight loss product, ingredient, and/or plant after viewing, at any time,
23 any portion of Episode 3-143, Episode 4-018, or Episode 4-052 of The Dr. Oz
24 Show, or viewing, at any time, any portion of Doctoroz.com on or after April 26,
25 2012 related to Green Coffee Bean Extract and/or Garcinia Cambogia, or after
26 seeing any fake ad purported to be sourced from or approved by Dr. Oz or Media
27 Defendants, even if it resulted in weight loss.

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1 HH. “Released Claims” or “Class Released Claims” means any and all
2 actions, claims, demands, rights, suits, and causes of action of whatever kind or
3 nature against the Released Persons, including damages, costs, expenses, penalties,
4 and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity
5 arising out of or relating to any act, failure to act, omission, misrepresentation,
6 statement, fact, event, transaction, matter, occurrence or allegation that were raised
7 or could have been raised in the Action, including allegations of false, misleading
8 or deceptive statements or misrepresentations or any other statements relating to
9 the purchase of (A) any Green Coffee Bean Extract and/or Garcinia Cambogia
10 product from any manufacturer, including but not limited to the Labrada Dual
11 Action Fat Buster with Supercitrimax® Garcinia Cambogia and the Labrada Fat
12 Loss Optimizer with Svetol® Green Coffee Bean Extract, from February 2, 2012
13 until the date notice is disseminated in this action, and saw any fake ad purported
14 to be sourced from or approved by Dr. Oz or Media Defendants; or (B) any weight
15 loss product, ingredient, and/or plant after viewing, at any time, any portion
16 of Episode 3-143, Episode 4-018, or Episode 4-052 of The Dr. Oz Show, or
17 viewing, at any time, any portion of Doctoroz.com on or after April 26, 2012
18 related to Green Coffee Bean Extract and/or Garcinia Cambogia, or after seeing
19 any fake ad purported to be sourced from or approved by Dr. Oz or Media
20 Defendants, even if it resulted in weight loss. The parties and each of them do
21 hereby assume the above-mentioned risks and agree that the settlement agreement
22 shall apply to all unknown or unanticipated results of the occurrences described
23 above, as well as those known and anticipated, and upon advice of counsel, each
24 party does hereby knowingly waive any and all rights and protections
25 under California Civil Code Section 1542 and like statutes from other states, which
26 section has been duly explained to the Settling Parties and states as follows:

27 “A general release does not extend to claims which the creditor does
28 not know or suspect to exist in his or her favor at the time of

1 executing the release, which if known by him or her must have
2 materially affected his or her settlement with the debtor.”

3 Additionally, Plaintiffs and all class members who do not timely opt out of
4 the defined class in the Settlement Agreement will covenant not to sue the
5 Released Parties.

6 II. “Released Persons” means Dr. Mehmet C. Oz, M.D., Zoco
7 Productions, LLC, Harpo Productions, Inc., Sony Pictures Television Inc., and
8 Entertainment Media Ventures, Inc., each, any and all of their respective past,
9 present, and future heirs, executors, administrators, predecessors, successors,
10 assigns, parent companies, owners, subsidiaries, divisions, joint venturers, entities
11 in which the Media Defendants have a controlling interest, holding companies,
12 employees, agents, consultants, marketing partners, resellers, lead generators,
13 telemarketers, independent contractors, insurers, reinsurers, directors, officers,
14 partners, principals, attorneys, accountants, financial advisors, investors,
15 investment bankers, underwriters, shareholders, auditors, legal representatives,
16 successors in interest, affiliates, trusts, and corporations; and each and all of the
17 past, present, and future officers, directors, principals, representatives, employees,
18 agents, shareholders, attorneys, successors, executors, and assigns of any of the
19 foregoing entities. (“Released Parties”). This release specifically excludes Non-
20 Settling Defendants Interhealth Nutraceuticals, Inc., Naturex, Inc., Lee Labrada,
21 Labrada Bodybuilding Nutrition, Inc., and Labrada Nutritional Systems, Inc.

22 JJ. “Request for Exclusion” means the written communication that must
23 be sent to the Settlement Administrator and postmarked on or before the
24 Objection/Exclusion Deadline by a Settlement Class Member who wishes to be
25 excluded from the Settlement Class.

26 KK. " Settlement Agreement" means this agreement, including its attached
27 exhibits (which are incorporated herein by reference), duly executed by Class
28 Counsel, Media Defendants' counsel and EMV counsel.

1 LL. “Settlement Class Member(s)” or “Member(s) of the Settlement
2 Class” or “Class Members” means: All persons in the United States who purchased
3 (A) any Green Coffee Bean Extract and/or Garcinia Cambogia product from any
4 manufacturer, including but not limited to the Labrada Dual Action Fat Buster with
5 Supercitrimax® Garcinia Cambogia and the Labrada Fat Loss Optimizer with
6 Svetol® Green Coffee Bean Extract, from February 2, 2012 until the date notice is
7 disseminated in this action, and saw any fake ad purported to be sourced from or
8 approved by Dr. Oz or Media Defendants; or (B) any weight loss product,
9 ingredient, and/or plant after viewing, at any time, any portion of Episode 3-143,
10 Episode 4-018, or Episode 4-052 of The Dr. Oz Show, or viewing, at any time, any
11 portion of Doctoroz.com on or after April 26, 2012 related to Green Coffee Bean
12 Extract and/or Garcinia Cambogia, or after seeing any fake ad purported to be
13 sourced from or approved by Dr. Oz or Media Defendants, even if it resulted in
14 weight loss.

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

23 MM. “Settlement Fund” means the amount to be deposited by the Media
24 Defendants into the Escrow Account from which the Claims Administrator shall
25 pay all expenses associated with Settlement as approved by the Court including
26 without limitation, Class Notice, administration, Claims, the Settlement Payment,
27 Class Representative Enhancement or Incentive awards and Class Counsel legal
28 expenses and attorneys’ fees, as described in Section VI.

1 NN. “Settlement Hearing” or “Fairness Hearing” means the hearing(s) , to
2 be held after notice has been provided to the Settlement Class in accordance with
3 this Settlement Agreement (1) to determine whether to grant final approval to (a)
4 the certification of the Settlement Class, (b) the designation of Class
5 Representatives as the representatives of the Settlement Class, (c) the designation
6 of Class Counsel as counsel for the Settlement Class, and (d) the Settlement
7 Agreement; (2) to consider whether to enter the Final Approval Order; and (3) to
8 rule on Class Counsel’s Fee and Expense Award application. The Parties shall ask
9 the Court to schedule a date for the Settlement Hearing 120 days after the Court
10 enters the Preliminary Approval Order, and no sooner than 90 days after the date
11 the Motion for Preliminary Approval is filed to permit the necessary notices under
12 the Class Action Fairness Act of 2005 (28 U.S.C. §1715).

13 OO. “Settlement Notice and Other Administrative Costs” means all fees,
14 costs and expenses actually incurred by the Settlement Administrator in the
15 creation and dissemination of Class Notice, establishment of the Settlement
16 Website, and the processing, handling, reviewing, and paying of claims made by
17 Claimants.

18 PP. “Settlement Payment” means the amount to be paid to Authorized
19 Claimants as described in Section VI.

20 QQ. “Settlement Website” means the website to be created and maintained
21 by the Claims Administrator to provide the Settlement Class with information
22 relating to the Settlement, including relevant documents and electronic and
23 printable forms relating thereto, including the Claim Form which can be submitted
24 online through an Internet-based form or printed and mailed. The Settlement
25 Website shall be activated no later than ten (10) days after the Court enters the
26 Preliminary Approval Order.

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1 2.2. Other capitalized terms used in this Stipulation but not defined above
2 shall have the meaning ascribed to them in this Stipulation and the exhibits
3 attached hereto.

4 **III. CERTIFICATION OF A SETTLEMENT CLASS FOR**
5 **SETTLEMENT PURPOSES ONLY**

6 3.1 The Media Defendants hereby consent, solely for purposes of the
7 settlement set forth herein, to the certification of a nationwide Settlement Class
8 pursuant to Federal Rules of Civil Procedure 23(b)(3) to the appointment of Class
9 Counsel as counsel for the Settlement Class, and to the conditional approval of
10 Plaintiffs as suitable representatives of the Class; provided, however, that if this
11 Settlement Agreement fails to receive Court approval or otherwise fails to be
12 consummated, including, but not limited to, [the Judgment not becoming final as
13 provided in § IX of this Stipulation,] then the Media Defendants retain all rights
14 they had immediately preceding the execution of this Settlement Agreement to
15 object to the maintenance of this Action as a class action, and in that event, nothing
16 in this Settlement Agreement or other papers or proceedings related thereto shall
17 be used as evidence or argument by any Party concerning whether any aspect of
18 the Action including whether it alleges meritorious claims or may properly be
19 maintained as a class action.

20 **IV. APPROVAL PROCEDURES AND RELATED PROVISIONS**

21 **Dismissal of Defendants**

22 4.1. Plaintiffs shall request dismissal of Dr. Mehmet C. Oz M.D. and
23 Entertainment Media Ventures, Inc., with prejudice from the Action, and will
24 request such dismissal in their motion for final approval and at the hearing seeking
25 final approval of this Settlement Agreement.

26 **Public Statements**

27 4.2. Once the Court approves this Settlement Agreement, the Parties will
28 issue the agreed upon joint statement which includes, without limitation, language

1 that notes that Dr. Mehmet Oz M.D., and Entertainment Media Ventures, Inc.,
2 were previously dismissed with prejudice, and that Harpo Productions, Inc., and
3 Zoco Productions, LLC have not admitted wrongdoing but continue to deny
4 allegations of the complaint, attached hereto as Exhibit B. Plaintiffs are prohibited
5 from issuing any public statement regarding the underlying action and/or
6 settlement agreement without prior approval from the Media Defendants.

7 **Motion for Preliminary Approval and Good Faith Determination**

8 4.3. Upon the execution of this Settlement Agreement, the Parties shall
9 concurrently file (1) a motion seeking a determination of good faith settlement
10 from the Court on Media Defendants' motion pursuant to Cal. Civ. P. 877.6, and
11 (2) a motion seeking Preliminary Approval of this Settlement, including all
12 Exhibits, and shall jointly move the Court for entry of an order, which by its terms
13 shall:

14 (a) Determine preliminarily that this Settlement Agreement falls within the
15 range of reasonableness meriting possible final approval and dissemination of
16 Class Notice to the Settlement Class;

17 (b) Determine preliminarily that the Class Representatives are members of the
18 Settlement Class and that, for purposes of the Settlement Agreement, they satisfy
19 the requirements of Rule 23 and that they adequately represent the interests of the
20 Settlement Class Members, and appoint them as the Class Representatives of the
21 Settlement Class;

22 (c) Conditionally certify the Settlement Class for purposes of the Settlement
23 Agreement under Rule 23(b)(3) for settlement purposes only;

24 (d) Appoint the Law Offices of Ronald A. Marron, APLC and the law firm of
25 Cohelan Khoury & Singer as Class Counsel pursuant to Rule 23(g);

26 (e) Schedule the Final Approval Hearing to: (i) determine finally whether the
27 Settlement Class satisfies the applicable requirements of Rule 23 and should be
28 finally certified for settlement purposes only; (ii) review objections, if any,

1 regarding the Settlement Agreement; (iii) consider the fairness, reasonableness and
2 adequacy of the Settlement Agreement; (iv) consider Class Counsel's application
3 for an award of Attorneys' Fees and Expenses; (v) determine the validity of
4 Requests for Exclusion and exclude from the Settlement Class those persons who
5 validly and timely opt out; and (vi) consider whether the Court shall issue the Final
6 Judgment and Order Approving Settlement and dismissing the Actions with
7 prejudice;

8 (f) Set a briefing schedule for the Final Approval Hearing;

9 (g) Approve the proposed Class Notices and Notice Program;

10 (h) Approve the designation of KCC, LLC as the Settlement Administrator;

11 (i) Direct the Settlement Administrator to cause the Class Notices to be
12 disseminated in the manner set forth in the Notice Program on or before the Notice
13 Dates;

14 (j) Determine that the Class Notices and the Notice Program: (i) meet the
15 requirements of Rule 23(c)(3) and due process; (ii) are the best practicable notice
16 under the circumstances; (iii) are reasonably calculated, under the circumstances,
17 to apprise Settlement Class Members of the pendency of the Action, their right to
18 object to the proposed Settlement, opt out of the Settlement Class, or participate
19 within the timeframe provided herein; and (iv) are reasonable and constitute due,
20 adequate and sufficient notice to all those entitled to receive notice;

21 (k) Require each Settlement Class Member who wishes to opt out of the
22 Settlement Class to submit a timely written Request for Exclusion, on or before the
23 Opt Out and Objection Date, to the Claims Administrator, to Class Counsel, and to
24 Defendants' Counsel, as specified in Section VIII of this Settlement Agreement;

25 (l) Rule that any Settlement Class Member who does not submit a timely
26 written Request for Exclusion will be bound by all proceedings, orders and
27 judgments in the Action;

28

1 (m) Require any Settlement Class Member who wishes to object to the fairness,
2 reasonableness or adequacy of the Settlement Agreement, to the award of
3 Attorneys' Fees and Expenses, or to the Incentive Awards, to submit to the
4 Settlement Administrator and deliver to Class Counsel and Defendants' Counsel,
5 by the Opt Out and Objection Date, a statement of his or her objection, as well as
6 the specific reason for each objection, including any legal support the Settlement
7 Class Member wishes to bring to the Court's attention and any evidence the
8 Settlement Class Member wishes to introduce in support of his or her objection,
9 and to state whether the Settlement Class Member and/or his or her counsel wishes
10 to make an appearance at the Final Approval Hearing, or be forever barred from
11 separately objecting; and

12 (n) Establish the following:

13 (i) The date and time of the Final Approval Hearing;

14 (ii) The Notice Dates: The Parties propose that the Class
15 Settlement Notice Date be within forty-five (45) days after the entry of the
16 Preliminary Approval Order and at least fifty-five (55) days before the Final
17 Approval Hearing, and the Settlement Fund distribution be no more than sixty (60)
18 days after the Effective Date;

19 (iii) The Opt Out and Objection Date: The Parties propose that the
20 Opt Out and Objection Date be the date that is thirty (30) days prior to the Final
21 Approval Hearing;

22 (iv) Claims Deadlines: The Parties propose that the Claims
23 Deadline for submission of Claims be one-hundred thirty-five (135) days after the
24 Court first sets a date for the Final Approval Hearing.

25 4.4. Requests for Exclusion.

26 a. Any Settlement Class Member who does not wish to participate in this
27 Settlement Agreement must submit a Request for Exclusion to the Claims
28 Administrator stating an intention to be "excluded" from this Settlement. The

1 request for exclusion must contain the Settlement Class Member's name, current
2 address, and telephone number. The Request for Exclusion must be either (i)
3 personally signed by the Settlement Class Member, dated and mailed to the Claims
4 Administrator and postmarked on or before the Objection/Exclusion Deadline, or
5 (ii) electronically signed by the Settlement Class Member, and submitted to the
6 Claims Administrator through the Settlement Website on or before the
7 Objection/Exclusion Deadline. So-called "mass" or "class" opt-outs shall not be
8 allowed. The date of the postmark on the return mailing envelope and/or the date
9 of online submission through the Settlement Website shall be the exclusive means
10 used to determine whether a Request for Exclusion has been timely submitted. Any
11 Settlement Class Member whose request to be excluded from the Settlement Class
12 is approved by the Court will not be bound by this Settlement Agreement and will
13 or have no right to object, appeal or comment thereon.

14 b. Any Settlement Class Member who does not timely submit a Request
15 for Exclusion as provided in the preceding paragraph shall be bound by all
16 subsequent proceedings, orders, and the Final Judgment in the, even if he or she
17 has pending, or subsequently initiates litigation, arbitration, or any other
18 proceeding against Defendants relating to the Released Claims.

19 4.5. Objections to the Settlement

20 a. Any Settlement Class Member, on his or her own, or through an
21 attorney hired at his or her own expense, may object to the terms of the Settlement
22 or Class Counsel's application for an Award of Attorneys' Fees and Expenses
23 and/or the Incentive Awards. Any Objection must be in writing and include the
24 contents described in Paragraph (b) below, and must be filed with the Court and
25 sent to counsel for the Parties as set forth below via U.S. Mail and e-mail, on or
26 before the Objection/Exclusion Deadline or as the Court otherwise directs. Any
27 Objections not raised properly and timely are will be waived. Objections must be
28 sent to each of the following persons:

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

Charles L. Babcock
JACKSON WALKER, LLP
1401 McKinney Suite 1900
Houston, Texas 77010
Telephone: 713.752.4200
Facsimile: 713.752.4221
Email: cbabcock@jw.com

b. To be effective, any Objection described in Paragraph (a) must contain all the following information: (i) a reference at the beginning to the title of the Action, i.e., , *Veda Woodard et al. v. Lee Labrada, et al.*; (ii) the objector’s full name, address, and telephone number (and your lawyer’s name, address and telephone number if you are objecting through counsel); (iii) a statement of his/her membership in the Settlement Class, including a verification under oath as to the date and location of their purchase of Class Products and/or a Proof of Purchase 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 objector intends 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 the objector may offer during the fairness hearing, along with copies of such exhibits; and (ix) the objector’s signature. In addition, Settlement Class Members, if applicable, must include with their Objection (i) the identity of all counsel who represent the objector, including former or current counsel who may be entitled to compensation for any reason related to the

1 objection; (ii) a detailed list of any other objections submitted by the Settlement
2 Class Member, or his/her counsel, to any class actions submitted in any court,
3 whether state or federal, in the United States in the previous five (5) years.

4 c. The filing of an Objection allows Class Counsel and The Media
5 Defendants' Counsel to take the objector's deposition consistent with the Federal
6 Rules of Civil Procedure at an agreed upon location, and to seek any documentary
7 evidence or other tangible things that are relevant to the Objection. Failure by an
8 objector to make himself or herself available for a deposition or otherwise comply
9 with expedited discovery requests may result in the Court striking the objector's
10 objection and otherwise denying the objector the opportunity to make an Objection
11 or be further heard.

12 d. Any Settlement Class Member who fails to file and serve timely a
13 written Objection containing all of the information listed above in the previous
14 paragraphs, including notice of his/her intent to appear at the final approval
15 hearing, shall not be permitted to object to the Settlement and shall be foreclosed
16 from seeking any review of the Settlement Agreement or the terms of the
17 Settlement Agreement by any means, including but not limited to an appeal.

18 e. The Media Defendants have the right, at their sole option, to withdraw
19 from the Settlement Agreement if the Requests for Exclusion exceed 10%. Further,
20 the Media Defendants have the right to withdraw from this Settlement Agreement
21 if this term is not approved by the Court. If Media Defendants withdraw approval
22 of the Settlement Agreement, the Settlement Fund shall be promptly returned to the
23 Media Defendants. Any reasonable costs incurred by the Class Administrator prior
24 to that time will be borne equally by the Media Defendants and the Plaintiffs, such
25 that Plaintiffs shall promptly reimburse one-half of such costs to the Media
26 Defendants.

1 **Cooperation**

2 4.6. The Settling Parties and their counsel agree to cooperate fully with
3 one another and to use their best efforts to effectuate the Settlement, including
4 without limitation, in seeking Preliminary Approval and Final Approval of the
5 Settlement Agreement and the settlement embodied herein, carrying out the terms
6 of this Settlement Agreement, and promptly agreeing upon and executing all such
7 other documentation as may be reasonably required to obtain final approval by the
8 Court of the Settlement Agreement. The Parties shall cooperate in good faith and
9 undertake all reasonable actions and steps in order to accomplish the events
10 described in this Settlement Agreement.

11 **V. CLASS NOTICE OF SETTLEMENT**

12 **General Terms**

- 13 5.1. The Class Notice shall:
- 14 a. inform Settlement Class Members that, if they do not exclude
 - 15 themselves from the Class, they may be eligible to receive the relief
 - 16 under the proposed settlement;
 - 17 b. contain a short, plain statement of the background of the Litigation,
 - 18 the Class certification and the proposed settlement;
 - 19 c. describe the proposed settlement relief outlined in this Stipulation;
 - 20 d. explain the impact of the proposed settlement on any existing
 - 21 litigation, arbitration or other proceeding; and
 - 22 e. state that any relief to Settlement Class Members is contingent on the
 - 23 Court's final approval of the proposed settlement.
 - 24 f. state the Plaintiffs' counsel will seek an award of attorneys fees and
 - 25 expenses from the Settlement Funds.
 - 26
 - 27
 - 28

1 5.2. Following Preliminary Approval, all activity in the Action shall be
2 stayed except to the extent necessary to effectuate this Agreement unless and until
3 this Settlement Agreement is terminated pursuant to its terms and conditions.

4 5.4. Notice to State and Federal Officials. In compliance with the attorney
5 general notification provision of the Class Action Fairness Act of 2005 (“CAFA”),
6 28 U.S.C. §1715, within ten (10) days after the motion for Preliminary Approval is
7 filed, the Claims Administrator and/or The Media Defendants shall cause notice of
8 this proposed Settlement Agreement to be served on the Attorney General of the
9 United States, and the attorneys general of each state or territory in which a
10 Settlement Class Member resides. Defendants shall file with the Court a
11 certification stating the date(s) on which the CAFA notices were sent. The Claims
12 Administrator and/or The Media Defendants will provide Class Counsel with any
13 substantive responses received in response to any CAFA notice served by it.

14 5.5 Notice to the Settlement Class Members. Upon Preliminary Approval
15 of this Agreement, the Claims Administrator shall cause the Settlement Notice to
16 be made as follows and as set forth below:

17 a. Print Publication Notice. On or before the Notice Deadline, the
18 Claims Administrator will cause Notice, in the form approved by the Court, to be
19 published based on KCC’s Notice Plan with publication strategy which is attached
20 hereto as Exhibit D.

21 b. Settlement Website. On or before the Notice Deadline, the Settlement
22 Administrator shall establish the Settlement Website, from which Settlement Class
23 Members may download or print the Website Notice, a complete copy of this
24 Agreement and the Preliminary Approval Order and submit a Claim Form. The
25 Settlement Website shall include the deadlines for filing claims, requests for
26 exclusion from the Settlement Class, Objections and the Final Approval Date and
27 other information pertaining to the Settlement, a voice recorded IVR with FAQ’s
28 and an interactive function that permits Settlement Class Members to download a

1 Claim Form online and/or to file a Claim Form via the website or by mail and post-
2 marked by the Claims Deadline. The Claims Administrator shall establish the
3 Settlement Website using a website name to be mutually agreed upon by the
4 Parties. The website shall be operative no later than the Notice Date and shall be
5 accessible for a period of not fewer than five (5) days following the expiration of
6 the time for submissions of claims.

7 c. Toll-Free Interactive Voice Response (“IVR”). On or before the
8 Notice Deadline, the Settlement Administrator shall establish a Toll-Free IVR
9 phone number with script recordings of information about this Settlement,
10 including information about the Claim Form, utilizing the relevant portions of the
11 language contained in the Notice and Claim Form. The phone number shall remain
12 open and accessible through the Claim Deadline. The Settlement Administrator
13 shall make reasonable provision for Class Counsel to be promptly advised of
14 recorded messages left on the phone number by potential Settlement Class
15 Members concerning the Action and/or this Settlement Agreement, so that Class
16 Counsel may timely and accurately respond to such inquiries; provided however,
17 the Settlement Administrator shall review the recorded messages before providing
18 them to Class Counsel, and if one or more of the messages requests a blank Claim
19 Form or other similar administrative assistance only, then the Settlement
20 Administrator shall handle such administrative request(s), but the Settlement
21 Administrator shall provide all other messages to Class Counsel for any further
22 response to the Settlement Class Member.

23 5.6 Retention of Class Action Settlement Administrator. Subject to Court
24 Approval, KCC, LLC shall be retained as the Class Action Settlement
25 Administrator to help implement the terms of the proposed Settlement Agreement.

26 5.7 Responsibilities of Settlement Administrator: The Settlement
27 Administrator will help implement the terms of this Stipulation of Settlement. The
28 Settlement Administrator shall be responsible for administrative tasks, including,

1 without limitation, (a) arranging, as set forth in this Section and in the Preliminary
2 Approval Order, for distribution of Class Notice (in the form approved by the
3 Court) and Claims Forms (in the form approved by the Court) to Settlement Class
4 Members, (b) answering inquiries from Settlement Class Members and/or
5 forwarding such written inquiries to Class Counsel or their designee, (c) receiving
6 and maintaining on behalf of the Court and the Parties any Settlement Class
7 Member correspondence regarding Requests for Exclusion from the Settlement
8 Agreement, (d) posting notices on the Settlement Website, Claim Forms, and other
9 related documents, (e) receiving and processing claims and distributing Settlement
10 Payments, and (f) answering inquiries and providing information reasonably
11 requested by the Media Defendants and (g) otherwise assisting with
12 implementation and administration of the Settlement Agreement terms.

13 5.8 General Claims Administration and Review of Claims. The Claims
14 Administrator shall be responsible for reviewing and administering all claims to
15 determine their validity. The Claims Administrator shall reject any claim that does
16 not comply in any material respect with the instructions on the Claim Form or the
17 terms of this Agreement, or is submitted after the Claim Period Close Date.

18 5.9 Claims Process. The Claims Administrator shall retain copies of all
19 Claims submitted and all documentation of claims approved or denied and all
20 Settlement Payments made. The Claims Administrator agrees to be subject to the
21 direction and authority of the Court with respect to the administration of the
22 Settlement and the payment of refunds for Accepted Claims pursuant to the terms
23 of this Agreement. Upon determining that a Claim submitted pursuant to this
24 Agreement is valid and determining the amount of Settlement Payment, the Claims
25 Administrator shall notify The Media Defendants and Class Counsel of that
26 determination. The Media Defendants shall have 30 days following this notice to
27 challenge the claim. The Media Defendants shall be permitted to submit to the
28 Claims Administrator, with a copy to Class Counsel, any information

1 demonstrating that the submitted Claim is not valid. The Claims Administrator
2 may then contact the Settlement Class Member who submitted the claim to request
3 any further information. The Claims Administrator shall then make a final
4 determination that is not challengeable by any Party.

5 5.10 The contract with the Class Action Settlement Administrator shall
6 obligate the Class Action Settlement Administrator to abide by the following
7 performance standards:

8 i. the Class Action Settlement Administrator shall accurately and
9 neutrally describe, and shall train and instruct its employees and agents to
10 accurately and objectively describe, the provisions of this Settlement Agreement in
11 communications with Settlement Class Members;

12 ii. the Class Action Settlement Administrator shall provide prompt,
13 accurate, and objective responses to inquiries from Class Counsel, The Media
14 Defendants, or The Defendants' Counsel.

15 5.11. All disputes relating to the Settlement Administrator's ability and
16 need to perform its duties shall be referred to the Court, if necessary, which will
17 have continuing jurisdiction over the terms and conditions of this Agreement, until
18 all payments and obligations contemplated by the Settlement Agreement have been
19 fully carried out.

20 5.12. **Declaration of Compliance.** Within five (5) calendar days of the
21 Claims Deadline, the Settlement Administrator shall provide the Parties with a
22 declaration attesting to completion of the notice process set forth in this section.

23 **VI. SETTLEMENT CONSIDERATION**

24 6.1. Class Benefits. Class Counsel and Class Representatives believe the
25 Settlement Agreement confers substantial benefits upon the Class, as identified
26 below, particularly as weighed against the risk associated with the inherent
27 uncertain nature of a litigated outcome; the complex nature of the Action in which
28 Class Counsel have reviewed internal and confidential documents; the difficulty

1 and complexity of calculating actual economic harm attributable to allegedly false
2 representations related to the Media Defendants; and the length and expense of
3 continued proceedings through additional fact depositions, expert depositions, third
4 party document productions and depositions, summary judgment briefing, trial and
5 appeals. Based on their evaluation of such factors, Class Counsel and Class
6 Representatives have determined that the Settlement Agreement, based on the
7 following terms, is in the best interests of the Class.

8 6.2 The settlement includes cash payments or monetary relief and non-
9 monetary relief as set forth below.

10 **1. Monetary Relief.**

11 a. With Proof of Purchase. For class members who submit a claim with
12 receipts that show a purchase of a Class Product, the class members will receive
13 \$30.00 cash for each product purchased to be paid from the Settlement Fund,
14 subject to 6.21.d below.

15 b. Without Proof of Purchase. For class members who submit a claim
16 without a receipt for purchase of Class Product, The Media Defendants will
17 provide \$30.00 cash for each product purchased, to be paid from the Settlement
18 Fund, with a limit of \$90.00 per household, subject to 6.21.d below.

19 c. Claimants may seek reimbursement by submitting a Claim Form
20 either by mail or electronically. Each Claim Form will be signed (electronic or
21 manual) under penalty of perjury. The actual amount paid to individual Claimants
22 will depend upon the number of valid claims made. Adequate and customary
23 procedures and standards will be used by the Class Action Settlement
24 Administrator to prevent the payment of fraudulent claims and to pay only
25 legitimate claims.

26 d. Insufficient or Excess Funds. If the total amount of eligible claims
27 exceeds the Settlement Fund, then each claim's award shall be proportionately
28 reduced. In the event that there is any remaining cash amount in the Settlement

1 Fund after payment of Notice and Claim Administration Expenses, Attorneys'
2 Fees, any necessary taxes, tax expenses, and any Court-approved service award to
3 Plaintiffs as well as the tallied amount of all Authorized Claims, the Settlement
4 Administrator shall divide the remaining cash amount equally by the number of
5 Authorized Claimants and shall pay each such Authorized Claimant his or her
6 share of the remaining cash amount. If after all valid claims (plus other authorized
7 fees, costs and expenses) are paid and money remains in the settlement fund after
8 *pro rata* distribution to Authorized Claimants, any remaining settlement funds
9 thereafter will be awarded *cy pres* to the Consumers Union subject to Court
10 approval.

11 **2. Non-Monetary Relief**

12 a. The Media Defendants agree not to re-air Episode 3-143, Episode 4-
13 018, or Episode 4-052 of *The Dr. Oz Show* (“Episodes”), and to remove all clips of
14 these Episodes from *doctoroz.com*.

15 **3. Settlement Fund.**

16 a. The Media Defendants will cause to be paid the amount of
17 \$5,250,000.00 into a settlement fund held in an escrow account, no later than
18 thirty-five (35) days following the entry of the Preliminary Approval Order.

19 b. The Settlement Fund shall be applied to pay in full and in order: (i)
20 any necessary taxes and tax expenses; (ii) all costs associated with the Class Action
21 Settlement Administration, including costs of providing notice to the Class
22 Members and processing claims and all costs relating to providing the necessary
23 notices in accordance with the Class Action Fairness Act of 2005, 28 U.S.C. §
24 1715; (iii) any Fee and Expense Award made by the Court to Class Counsel under
25 § VIII, 8.2; (iv) any class representative Incentive Award made by the Court to the
26 Class Representatives under § VIII, 8.3; and (v) payments to authorized Claimants
27 and any others as allowed by this Stipulation and to be approved by the Court. The
28 Settlement Fund represents the limit and extent of the Media Defendants' (and any

1 Released Person's) monetary obligations under this Settlement Agreement.

2 **4. Delivery of Payments to Settlement Class Members**

3 a. The Class Action Administrator shall send a correspondence to any
4 applicable Settlement Class Member explaining the rejection of any Claim no later
5 than fifteen (15) days after the Effective Date. Settlement Class Members' time to
6 appeal any such rejection shall expire forty-five (45) days after the Effective Date.

7 b. The Class Action Administrator will send payment directly to the
8 eligible Settlement Class Member in accordance with the following schedule:

9 i. Within thirty (30) calendar days after the entry of a Final Approval
10 Order and Judgment and exhaustion of any appeals, the Settlement Administrator
11 will process direct credit or payment via any of the following options including
12 PayPal, Venmo, Amazon, or electronic Automated Clearing House ("ACH")
13 transactions.

14 ii. If Settlement Class Members affirmatively opt for physical check
15 payments, checks will be sent out 120 calendar days after entry of Final Approval.

16 **5. Claim Form Availability**

17 a. The Claim Form will may be completed and submitted online at the
18 Settlement Website. The Claim Form may also be requested by calling the toll-free
19 number provided by the Class Action Settlement Administrator or by writing to the
20 Class Action Settlement Administrator.

21 **6. Eligibility for Monetary Relief**

22 a. To be eligible for Monetary Relief under § VI, 6.2(1) of this
23 Agreement, the Settlement Class Member must timely submit a signed and
24 completed Claim Form containing his or her name, mailing address and email
25 address.

26 b. To be eligible, Claim Forms must be postmarked or submitted online
27 no later than 120 days following the later of: (i) the last published notice identified
28 in the Notice Plan; or (ii) the establishment of the Settlement Website.

1 **VII. RELEASES**

2 7.1 As of the Effective Date, and except as to such rights or claims
3 created by the Settlement, and each Settlement Class Member, and each of their
4 heirs spouses, guardians, executors, administrators, representatives, agents,
5 attorneys, insurers, partners, successors, predecessors-in-interest, and assigns, shall
6 be deemed to have, and by operation of the Final Judgment shall have, fully,
7 finally, and forever released, relinquished, and discharged all Released Claims
8 against the Released Persons.

9 7.2 In connection with the Released Claims, each Settlement Class
10 Member shall be deemed to have forever waived any and all provisions, rights, and
11 benefits conferred by §1542 of the California Civil Code and any statute, rule, and
12 legal doctrine similar, comparable, or equivalent to California Civil Code § 1542,
13 which provides as follows:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
15 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
16 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
17 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
18 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
19 WITH THE DEBTOR.

20 The Class Representatives for themselves and the Settlement Class Members
21 understand and acknowledge the significance of these waivers of § 1542 of the
22 California Civil Code and any similar, comparable or equivalent statute, rule or
23 doctrine. In connection with the release and waivers herein, the Class
24 Representatives and the Settlement Class Members acknowledge that they are
25 aware they may hereafter discover facts in addition to, or different from, those
26 facts that they now know or believe to be true with respect to the subject matter of
27 the Settlement, but that it is their intention to release fully, finally and forever, all
28 Released Claims, excluding personal injury claims, with respect to the Released

1 Persons, and in furtherance of such intention, the releases of the Released Claims
2 will remain in effect notwithstanding the discovery or existence of any such
3 additional or different facts.

4 7.3 The Final Judgment shall further provide for and effect the release of
5 all actions, causes of action, claims, administrative claims, demands, debts,
6 damages, costs, attorneys' fees, obligations, judgments, expenses, compensation,
7 or liabilities, in law or in equity, whether now known or unknown, contingent or
8 absolute, that Defendants now have against Plaintiffs, Settlement Class Members,
9 or Class Counsel by reason of any act, omission, harm, matter, cause or event
10 whatsoever arising out of the initiation, prosecution, or settlement of the *Woodard*
11 Litigation or the claims and defenses asserted in the Action.

12 7.4 Notwithstanding the above, the Court shall retain continuing jurisdiction
13 over the Parties and the Settlement Agreement with respect to the future
14 performance of the terms of the Settlement Agreement, and to assure that all
15 payments and other actions required of any of the Parties by the Settlement are
16 properly made or taken. All Parties hereto submit to the jurisdiction of the Court
17 for purposes of implementing and enforcing the terms embodied in this Settlement
18 Agreement.

19 **VIII. CLASS COUNSEL'S ATTORNEYS' FEES, COSTS, EXPENSES,**
20 **AND CLASS REPRESENTATIVE INCENTIVE AWARDS**

21 8.1 The award of Attorneys' Fees and Expenses shall be made from the
22 Settlement Fund to Plaintiffs and the Settlement Class Members as set forth above.
23 Class Counsel shall make, and Media Defendants agree not to oppose, an
24 application for an award of Attorneys' Fees and Expenses in the Action not to
25 exceed 33% of the Settlement Fund. In the event that the Court manifests a specific
26 concern as to requested Attorneys' Fees as serving as a primary basis to deny
27 approval of the proposed Settlement, the Media Defendants may submit comment
28 and/or potential objection to the fee request, but only after good faith meet and

1 confer with Class Counsel as to the Media Defendants' specific basis for comment
2 or objection to the fee request. Class Counsel, in their sole discretion, shall be
3 responsible for allocating and distributing the Attorneys' Fees and Expenses award
4 to Class Counsel. Subject to the terms and conditions of this Stipulation and any
5 order of the Court, the Fee and Expense Award awarded by the Court to Class
6 Counsel shall be paid out of the Settlement Fund within ten (10) days after the date
7 of the Court's Order granting final approval, subject to Class Counsel providing an
8 undertaking for repayment in the event the District Court order approving the
9 settlement and fee award does not become final following an appeal, if any. Such
10 payment will be in lieu of any statutory fees that Plaintiffs and/or their attorneys
11 might otherwise have been entitled to recover from the Media Defendants.

12 8.2 Class Counsel shall have the sole and absolute discretion to allocate
13 and distribute the Court's Fee and Expense Award among Plaintiffs' Counsel and
14 any other attorneys for Plaintiffs.

15 8.3 Class Counsel may ask the Court for the award of an Incentive Award
16 from the Settlement Fund to each of the Class Representatives as follows:
17 \$5,000.00 to Plaintiff Veda Woodard, \$7,500.00 to Plaintiff Teresa Rizzo-Marino,
18 and \$5,000.00 to Plaintiff Diane Morrison. Any Incentive Awards approved by the
19 Court shall be paid from the Settlement Fund within ten (10) days after the
20 Effective Date.

21 **IX. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**
22 **CANCELLATION, OR TERMINATION**

23 9.1 The Effective Date of this Settlement Agreement shall be the first date
24 after which all of the following events and conditions have been met or have
25 occurred:

26 A) The Court has made a determination that the Settlement Agreement
27 was entered into in good faith pursuant to Cal. Civ. P. 877.6 and has been entered
28 thereon;

1 (B) The Court has preliminarily approved this Settlement Agreement and
2 entered the Preliminary Approval Order, including but not limited to conditionally
3 certifying the Settlement Class for settlement purposes only;

4 (C) The Court has entered the Final Judgment;

5 (D) That no more than 10% Requests for Exclusion are received by the
6 Claims Administrator on or before the Opt-Out Date; and

7 (E) Unless the Parties otherwise agree in writing to waive all or any
8 portion of the following provision, there has occurred: (i) in the event there is a
9 properly and timely filed Objection to entry of the Final Judgment, the expiration
10 (without the filing or noticing of an appeal) of the time to appeal from the Final
11 Judgment; (ii) the final dismissal of all appeals from the Final Judgment; (iii)
12 affirmance on appeal of the Final Judgment in substantial form; (iv) if a ruling or
13 decision is entered by an appellate court with respect to affirmance of the Final
14 Judgment, the time to petition for rehearing or re-argument, petitions for rehearing
15 en banc and petitions for certiorari or any other form of review with respect to such
16 ruling or decision has expired; or (v) if a petition for rehearing or re-argument,
17 petitions for rehearing en banc and petitions for certiorari or any other form of
18 review with respect to the Final Judgment is filed, the petition has been denied or
19 dismissed or, if granted, has resulted in affirmance of the Final Judgment in
20 substantial form.

21 9.2 If all of the conditions specified in §IX of this Settlement Agreement
22 are not met, then this Settlement Agreement shall be canceled and terminated
23 unless Class Counsel and Defendants mutually agree in writing to proceed with
24 this Settlement Agreement.

25 9.3 In the event that this Settlement Agreement is not approved by the
26 Court or the settlement set forth in herein is terminated or fails to become effective
27 in accordance with its terms, the Parties shall be restored to their respective pre-
28 settlement positions in the Action, including with regard to any agreements

1 concerning tolling and similar agreements, and this entire Settlement Agreement
2 shall become null and void. The Settlement Fund shall be promptly returned to the
3 Media Defendants. Any reasonable costs incurred by the Class Administrator prior
4 to that time will be borne equally by the Media Defendants and the Plaintiffs, such
5 that Plaintiffs shall promptly reimburse one-half of such costs to the Media
6 Defendants.

7 **X. MISCELLANEOUS PROVISIONS**

8 10.1 The Parties hereto and their undersigned counsel agree to undertake
9 their best efforts and mutually cooperate to promptly effectuate this Settlement
10 Agreement and the terms of the Settlement set forth herein, including taking all
11 steps and efforts contemplated by this Settlement Agreement and any other steps
12 and efforts which may become necessary by order of the Court or otherwise.

13 10.2 The undersigned counsel represent that they are fully authorized to
14 execute and enter into the terms and conditions of this Settlement Agreement on
15 behalf of their respective clients.

16 10.3 This Settlement Agreement contains the entire agreement among the
17 Parties hereto and supersedes any prior agreements or understandings between
18 them. Except for § I, all terms of this Settlement Agreement are contractual and not
19 mere recitals and shall be construed as if drafted by all Parties. The presumption
20 found in California Civil Code section 1654 (and equivalent, comparable or
21 analogous provisions of the laws of the United States of America or any state or
22 territory thereof, or of the common law or civil law) that uncertainties in a contract
23 are interpreted against the party causing an uncertainty to exist hereby is waived by
24 all Parties.

25 10.4 The terms of this Settlement Agreement are and shall be binding upon
26 each of the Parties, their agents, attorneys, employees, successors and assigns, and
27 upon all other Persons claiming any interest in the subject matter through any of
28 the Parties, including any Settlement Class Member.

1 10.5 Whenever this Settlement Agreement requires or contemplates that
2 one Party shall or may give notice to the other, notice shall be provided by
3 facsimile, email and/or next day (excluding Sunday) express delivery service as
4 follows:

5 If to Plaintiffs, then to:

6 Ronald A. Marron
7 **LAW OFFICES OF RONALD A. MARRON**
8 651 Arroyo Drive
9 San Diego, CA 92103
10 Telephone: (619) 696-9006
11 Email: ron@consumersadvocates.com

12 If to the Media Defendants, then to:

13 Charles L. Babcock
14 **JACKSON WALKER, LLP**
15 1401 McKinney Suite 1900
16 Houston, Texas 77010
17 Telephone: 713.752.4200
18 Facsimile: 713.752.4221
19 Email: cbabcock@jw.com

20 10.6 The time periods and/or dates described in this Settlement Agreement
21 with respect to the giving of notices and hearings are subject to approval and
22 change by the Court or by the written agreement of Class Counsel and the Media
23 Defendants' Counsel, without notice to Settlement Class Members. The Parties
24 reserve the right, by agreement and subject to the Court's approval, to grant any
25 reasonable extension of time that might be needed to carry out any of the
26 provisions of this Settlement Agreement.

27 10.7 All time periods set forth herein shall be computed in business days if
28 seven days or less, and calendar days if eight days or more, unless otherwise
expressly provided. In computing any period of time prescribed or allowed by this
Settlement Agreement or by order of the Court, the day of the act, event or default
from which the designated period of time begins to run shall not be included. The

1 last day of the period so computed shall be included, unless it is a Saturday, a
2 Sunday or a legal holiday, or, when the act to be done is the filing of a paper in
3 Court, a day in which weather or other conditions have made the Office of the
4 Clerk or the Court inaccessible, in which event the period shall run until the end of
5 the next day as not one of the aforementioned days. As used in this subsection,
6 “legal holiday” includes New Year’s Day, Martin Luther King, Jr.’s Birthday,
7 Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus
8 Day, Veterans’ Day, Thanksgiving Day, Christmas Day and any other day
9 appointed as a holiday by the President or the Congress of the United States.

10 10.8 The Parties, their successors and assigns, and their attorneys
11 undertake to implement the terms of this Settlement Agreement in good faith and
12 to use good faith in resolving any disputes that may arise in the implementation of
13 the terms of this Stipulation.

14 10.9 This Settlement Agreement may be amended or modified only by a
15 written instrument signed by Class Counsel and any of the Media Defendants’
16 Counsel. Amendments and modifications may be made without additional notice to
17 the Settlement Class Members unless such notice is required by the Court.

18 10.10 Neither this Settlement Agreement nor any act performed or
19 document executed pursuant to or in furtherance of this Settlement Agreement: (i)
20 is or may be deemed to be or may be used as an admission of, or evidence of, the
21 validity of any Released Claim, or of any wrongdoing or liability of the Media
22 Defendants, or of the propriety of Class Counsel maintaining the Litigation as a
23 class action; or (ii) is or may be deemed to be or may be used as an admission of, or
24 evidence of, any fault or omission of the Media Defendants in any civil, criminal,
25 or administrative proceeding in any court, administrative agency, or other tribunal,
26 except that the Media Defendants may file this Stipulation or the Judgment in any
27 action that may be brought against any Released Person in order to support a
28 defense or counterclaim based on principles of res judicata, collateral estoppel,

1 release, good faith settlement, judgment bar, or reduction or any other theory of
2 claim preclusion or issue preclusion or similar defense or counterclaim.

3 10.11 The Court shall retain jurisdiction with respect to the implementation
4 and enforcement of the terms of this Settlement Agreement, and all Parties hereto
5 submit to the jurisdiction of the Court for purposes of implementing and enforcing
6 the settlement embodied in this Settlement Agreement.

7 10.12 This Settlement Agreement shall be deemed to have been executed
8 upon the last date of execution by the undersigned.

9 10.13 This Settlement Agreement may be executed in counterparts, each of
10 which shall constitute an original.

11 **IN WITNESS THEREOF**, the Parties hereto have caused this Settlement
12 Agreement to be executed by their duly authorized representatives.

13
14 **UNDERSTOOD AND AGREED:**

15
16 Dated: 6/15/2018

**LAW OFFICES OF RONALD A.
MARRON**

17
18 By: 

Ronald A. Marron
651 Arroyo Drive
San Diego, California 92103
Telephone: (619) 696-9006
Facsimile: (619) 564-6665
Email: ron@consumersadvocates.com
Counsel for Plaintiffs and the Class

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Dated: 6/15/18

COHELAN, KHOURY, AND SINGER

By: 

Timothy D. Cohelan
605 C St #200
San Diego, California 92101
Telephone: (619) 239-8148
Facsimile: (619) 595-3000
Email: TCohelan@CKSLaw.com
Counsel for Plaintiffs and the Class

Dated: _____

JACKSON WALKER, LLP

By: _____

Charles L. Babcock
1401 McKinney Suite 1900
Houston, Texas 77010
Telephone: 713.752.4200
Facsimile: 713.752.4221
Email: cbabcock@jw.com
Counsel for Defendants Dr. Mehmet C. Oz, M.D., Zoco Productions, LLC, and Harpo Productions, Inc.

Dated: _____

JEFFER MANGELS BUTLER & MITCHELL, LLP

By: _____

Michael A. Gold
Two Embarcadero Center, 5th Floor
San Francisco, CA 94111
Telephone: (415) 398-8080
Facsimile: (415) 398-5584
Email: mgold@jmbm.com
Counsel for Defendant Entertainment Media Ventures, Inc.

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San Diego, California 92103
Telephone: (619) 696-9006
Facsimile: (619) 564-6665
Email: ron@consumersadvocates.com
Counsel for Plaintiffs and the Class

Dated: _____

COHELAN, KHOURY, AND SINGER

By: _____

Timothy D. Cohelan
605 C St #200
San Diego, California 92101
Telephone: (619) 239-8148
Facsimile: (619) 595-3000
Email: TCohelan@CKSLaw.com
Counsel for Plaintiffs and the Class

Dated: June 14, 2018

JACKSON WALKER, LLP

By: /s/ Charles L. Babcock

Charles L. Babcock
1401 McKinney Suite 1900
Houston, Texas 77010
Telephone: 713.752.4200
Facsimile: 713.752.4221
Email: cbabcock@jw.com
Counsel for Defendants Dr. Mehmet C. Oz, M.D., Zoco Productions, LLC, and Harpo Productions, Inc.

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Dated: _____

COHELAN, KHOURY, AND SINGER

By: _____

Timothy D. Cohelan
605 C St #200
San Diego, California 92101
Telephone: (619) 239-8148
Facsimile: (619) 595-3000
Email: *TCohelan@CKSLaw.com*
Counsel for Plaintiffs and the Class

Dated: _____

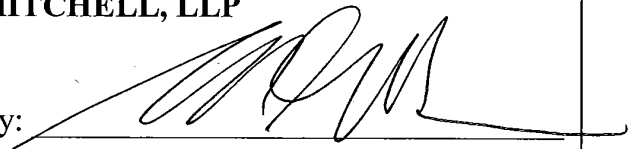
JACKSON WALKER, LLP

By: _____

Charles L. Babcock
1401 McKinney Suite 1900
Houston, Texas 77010
Telephone: 713.752.4200
Facsimile: 713.752.4221
Email: *cbabcock@jw.com*
Counsel for Defendants Dr. Mehmet C. Oz, M.D., Zoco Productions, LLC, and Harpo Productions, Inc.

Dated: _____

JEFFER MANGELS BUTLER & MITCHELL, LLP

By: 

Michael A. Gold
Two Embarcadero Center, 5th Floor
San Francisco, CA 94111
Telephone: (415) 398-8080
Facsimile: (415) 398-5584
Email: *mgold@jmbm.com*
Counsel for Defendant Entertainment Media Ventures, Inc.

1 Dated: _____

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By: Renata Spickman

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Representative of Harpo Productions,
Inc. *Renata Spickman*
VP, Harpo Productions

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Dated: _____

By: _____

Representative of Zoco Productions,
LLC

Dated: _____

By: _____

Dr. Mehmet C. Oz, M.D.

Dated: _____

By: _____

Representative of Entertainment
Media Ventures, Inc.

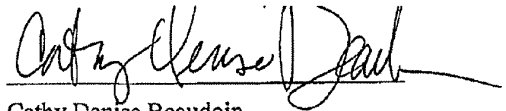
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Dated: _____

By: _____

Representative of Harpo Productions,
Inc.

Dated: _____



By: Cathy Denise Beaudoin

Representative of Zoco Productions,
LLC

Dated: June 14, 2018



By: _____

Dr. Mehmet C. Oz, M.D.

Dated: _____

By: _____

Representative of Entertainment
Media Ventures, Inc.

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Dated: _____

By: _____

Representative of Harpo Productions,
Inc.

Dated: _____

By: _____

Representative of Zoco Productions,
LLC

Dated: _____

By: _____

Dr. Mehmet C. Oz, M.D.

Dated: June 14, 2018

By: Sanford R. Climan

Representative of Entertainment
Media Ventures, Inc.

by Sanford R. Climan
President

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

WOODARD, et al. v. LABRADA, et al.

United States District Court, Central District of California
5:16CV 000189-JGB-SP

**The United States District Court has authorized this notice.
This is not a solicitation from a lawyer.**

IF YOU PURCHASED

(A) any Green Coffee Bean Extract and/or Garcinia Cambogia product from any manufacturer, including but not limited to the Labrada Dual Action Fat Buster with Supercitrimax® Garcinia Cambogia and the Labrada Fat Loss Optimizer with Svetol® Green Coffee Bean Extract, from February 2, 2012 until the date notice is disseminated in this action, and saw any fake ad purported to be sourced from or approved by Dr. Oz or Media Defendants; or (B) any weight loss product, ingredient, and/or plant after viewing, at any time, any portion of Episode 3-143, Episode 4-018, or Episode 4-052 of The Dr. Oz Show, or viewing, at any time, any portion of Doctoroz.com on or after April 26, 2012 related to Green Coffee Bean Extract and/or Garcinia Cambogia, or after seeing any fake ad purported to be sourced from or approved by Dr. Oz or Media Defendants, even if it resulted in weight loss,

YOU MAY BE ENTITLED TO A CASH PAYMENT

THIS NOTICE CONCERNS YOUR LEGAL RIGHTS
PLEASE READ IT CAREFULLY

WHY ARE YOU RECEIVING THIS NOTICE?

This settlement resolves a class action lawsuit (the “Action”) against Dr. Mehmet C. Oz, M.D., Zoco Productions, LLC, Harpo Productions, Inc., and Entertainment Media Ventures, Inc. (“Media Defendants”) for claims associated with the marketing and promotion of weight-loss supplements.

Remaining in the litigation are Defendants Lee Labrada, Labrada Bodybuilding Nutrition, Inc, Labrada Nutritional Systems, Inc., Naturex, Inc., and Interhealth Nutraceuticals, Inc.

You may be a member of the class if you purchased (A) any Green Coffee Bean Extract and/or Garcinia Cambogia product from any manufacturer, including but not limited to the Labrada Dual Action Fat Buster with Supercitrimax® Garcinia Cambogia and the Labrada Fat Loss Optimizer with Svetol® Green Coffee Bean Extract, from February 2, 2012 until the date notice is disseminated in this action, and saw any fake ad purported to be sourced from or approved by Dr. Oz or Media Defendants; or (B) any weight loss product, ingredient, and/or plant after viewing, at any time, any portion of Episode 3-143, Episode 4-018, or Episode 4-052 of The Dr. Oz Show, or viewing, at any time, any portion of Doctoroz.com on or after April 26, 2012 related to Green

Coffee Bean Extract and/or Garcinia Cambogia, or after seeing any fake ad purported to be sourced from or approved by Dr. Oz or Media Defendants, even if it resulted in weight loss.

It is alleged in the lawsuit that Media Defendants violated certain California laws by misleadingly labeling and promoting the marketing of these Products. The Media Defendants deny the allegations and any wrongdoing. The settling Media Defendants have reached a class action settlement.

If you purchased any of these Products listed above between February 2, 2012 and [Date of Class Notice] for your own personal use, and not for resale, you may be a member of the settling Class. The Court requires this Notice because you have the right to know about the proposed Settlement and about all of your options before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available to you as a member of the settling, and how to get them.

All Class Members who do not exclude themselves from the Settlement will receive the relief provided for in the Settlement and will be bound by the orders issued by the Court regarding the Settlement.

The two sides disagree on what relief, and how much, could have been won, if any, if the Action went to trial. The settlement avoids costs and risks to you from continuing the lawsuit, provides benefits and relief to purchasers like you, and releases the Media Defendants from liability for the alleged claims.

The proposed class settlement will provide the Class with \$5,250,000 in monetary relief. Class counsel will seek approval of this settlement from the court. Since litigation will continue against the remaining defendants Class counsel will request that the settlement funds be deposited in an interest bearing account until the entire action has been resolved for final distribution to the class. This settlement sum will be available for payment of attorney's fees, costs of litigation, administrative costs, class representative enhancements and notice to the class with the net sum settlement sum after these deductions available for distribution pursuant to court order at a later date.

BACKGROUND ON THE LAWSUIT AND SETTLEMENT

On February 2, 2016 Plaintiff Veda Woodard filed a class action complaint in the United States District Court for the Central District of California against a number of defendants including those of the "Media Defendants" alleging violations of federal and state consumer protection laws. After court rulings dismissing certain claims with leave to amend, On June 2, 2016 a First Amended Complaint was filed. Motions to dismiss the claims were heard by the court, resulting in dismissal of one defendant.

While litigating this matter, the parties engaged in substantial investigations, extensive discovery, including depositions and document production, heavy motion practice, and intense settlement discussions.

After formal, supervised mediations the parties reached a proposed settlement with some defendants as set forth below.

Plaintiffs Veda Woodard, Diane Morrison, and Teresa Rizzo-Marino, on behalf of the putative class ("Plaintiffs") and counsel for Plaintiffs, Law Offices of Ronald A. Marron and Cohelan Khoury & Singer ("Class Counsel") and the Media Defendants (the Media Defendants and Plaintiffs, together the "Settling Parties") have agreed to the following principal terms of settlement of all claims asserted against the Media Defendants in *Woodard, et al. v. Labrada, et al.*, Case No. 5:16-cv-00189-JGB-SP, United States District, Court Central District of California.

The proposed settlement class covers the time period of February 2, 2012 to [the date notice is disseminated].

This lawsuit seeks to obtain compensation for violation of California consumer protection statutes including the Unfair Competition Law (UCL), False Advertising Law (FAL), and Consumer Legal Remedies Act (CLRA), and for breach of express and implied warranties.

After the parties engaged in substantial investigation, discovery, and settlement negotiations, Plaintiffs and Media Defendants have reached an agreement providing for the settlement of the lawsuit. The terms of the proposed Settlement are set forth in the Settlement Agreement filed with the Court, which is also available online, at www.weightlossclassaction.com.

Plaintiffs and Class Counsel have evaluated the information made available in the course of the lawsuit and have taken into account the risks and uncertainties of proceeding with this litigation, including the risks and uncertainties of class certification, prevailing on the merits, proving damages at trial, and prevailing on post-trial motions and appeal. Based upon their consideration of these factors, Plaintiffs and Class Counsel believe it is in the best interests of the Class to settle the lawsuit on the terms described herein.

Media Defendants deny Plaintiffs' allegations and any wrongdoing, and the Class's right to recover anything. Nevertheless, the Media Defendants have agreed to settle the lawsuit for the purpose of avoiding time and expense of further litigation and the uncertainty of trial.

THE CLASS

The Class is defined as all persons in the United States who purchased (A) any Green Coffee Bean Extract and/or Garcinia Cambogia product from any manufacturer, including but not limited to the Labrada Dual Action Fat Buster with Supercitrimax® Garcinia Cambogia and the Labrada Fat Loss Optimizer with Svetol® Green Coffee Bean Extract, from February 2, 2012 until the date notice is disseminated in this action, and saw any fake ad purported to be sourced from or approved by Dr. Oz or Media Defendants; or (B) any weight loss product, ingredient, and/or plant after viewing, at any time, any portion of Episode 3-143, Episode 4-018, or Episode 4-052 of The Dr. Oz Show, or viewing, at any time, any portion of Doctoroz.com on or after April 26, 2012 related to Green Coffee Bean Extract and/or Garcinia Cambogia, or after seeing any fake ad purported to be sourced from or approved by Dr. Oz or Media Defendants, even if it resulted in weight loss. 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.

DO I HAVE A LAWYER IN THE CASE?

The Court has appointed Ronald A. Marron of the Law Offices of Ronald Marron, and Timothy Cohelan and Isam C. Khoury of Cohelan Khoury & Singer as Class Counsel in this case. The Court has determined that Class Counsel is qualified to represent you and other Class Members. You will not be charged by Class Counsel. Class Counsel handling the case are experienced in handling similar class action cases.

Nevertheless, you have the right to consult or retain an attorney of your choice at your own expense to advise you regarding the Settlement and your rights in connection with the Settlement and Final Approval Hearing described below.

YOUR RIGHTS TO PARTICIPATE IN, EXCLUDE YOURSELF FROM, OR OBJECT TO THE SETTLEMENT

The purpose of this Notice is to inform you of this lawsuit so you can make an informed decision as to whether you should remain in or opt out of this Class Action Settlement. Your legal rights are affected and you have a choice to make now. In response to this Notice, you may (1) ask to be excluded from the lawsuit, (2) object to the proposed Settlement, or (3) do nothing. Those options are summarized in the following table, and then discussed in greater detail below.

Your Legal Rights and Options in This Lawsuit

Do Nothing	Stay in this lawsuit. Await the outcome of the litigation against the remaining defendants and participate in a later distribution of settlement funds obtained. By doing nothing, you will later be provided with a procedure to make a claim for a prorate share of the settlement proceeds after court authorized deductions and will give up any right you may have to sue Media Defendants separately about the same legal claims in this lawsuit.
Object	Tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate. You may file a written objection no later than [redacted] and/or appear at the Final Approval Hearing to tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate.
Ask to be Excluded	Get out of this lawsuit. Get no benefits from it. Keep rights. If you ask to be excluded, you will not be bound by what the Court does in this case, and you will keep any right you might have to sue Media Defendants separately about the same legal claims in this lawsuit. If there is a recovery in this case, including under that proposed settlement, you will not share in that recovery.

1. Submit a Claim Form to Receive Compensation

If you are a member of the Class you may submit a claim form online by visiting www.weightlossclassaction.com.

2. Exclude Yourself from the Settlement and Do Not Receive Compensation

If you do not want to be bound by this Settlement, you must request to be excluded from the Class. If you request to be excluded from the Class, you will retain any individual rights you have against Media Defendants and will not have “released” Media Defendants from any claims. However, you will not receive the compensation described above. If you exclude yourself from this class action settlement, you may not object to the Settlement under this option. If you wish to be excluded from the Class (sometimes referred to as “opting out”), you must download and print an Opt-Out Form from the Settlement Website, fill out and sign the form, and mail it to the class action administrator postmarked on or before [REDACTED], at the following address: www.weightlossclassaction.com.

3. Object to the Settlement

If you want to express an objection to part or all of the Settlement, you may appear at the Final Approval Hearing and/or object to the proposed Settlement. If the Settlement is approved, you will still receive the Settlement compensation and be bound by the Settlement Release.

If you wish to object or to appear at the Final Approval Hearing, you must, no later than [REDACTED], file with the Court and serve on Class Counsel and Defense Counsel at the addresses set forth below, a written objection that provides contact information and a statement of the facts and law supporting your objection. In addition, if you intend to appear at the Final Approval Hearing, you must also, no later than [REDACTED], file with the Court and serve on Class Counsel and Defense Counsel a Notice of Intent to Appear, whether in person or through an attorney. More detailed instructions and requirements for objecting are set forth in the Court’s Preliminary Approval Order, which is available on the Class Settlement Website, at www.weightlossclassaction.com.

<u>Class Counsel</u> Ronald A. Marron Law Offices of Ronald Marron 651 Arroyo Drive San Diego, CA 92103	<u>Class Counsel</u> Timothy D. Cohelan Cohelan Khoury & Singer 605 C St Suite 200 San Diego, Ca 92101	<u>Defense Counsel</u> Charles Babcock Jackson Walker LLP 1401 McKinney Suite 1900 Houston, Texas 77008
--	---	--

4. Do Nothing

If you do nothing, you will later share in the pending settlement with the Media Defendants and any other funds obtained from the remaining defendants. But, unless you exclude yourself, you will not be able to start a lawsuit, continue a lawsuit or be part of any other lawsuit against Media Defendants about the claims in this case.

RELEASE OF CLAIMS

If the Court approves the Settlement and you have not excluded yourself as described above, you will be bound by the Settlement and will be barred from suing Media Defendants and related entities for the claims released in the Settlement. This applies whether you currently know about the existence of such claims or not.

The claims you will give up are:

Any and all claims, demands, rights, suits, liabilities, and cause 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, that any Class Member has or may have against the Released Persons¹ arising out of or related in any way to the transactions, occurrences, events, behaviors, conduct, practices, and policies alleged in the Action, that have been brought, could have been brought, or are currently pending in any forum in the United States.

The Court has scheduled a Final Approval Hearing to determine whether the Court should approve the Settlement as fair, reasonable, and adequate to the Class, and whether Judgment should be entered in accordance with the Settlement Agreement. The Court will also consider at the Final Approval Hearing the request of Class Counsel for an award of attorneys' fees and reimbursement of expenses, as well as the request of the Class Representatives for incentive award for services rendered on behalf of the Class.

The Final Approval Hearing will occur at [REDACTED] on [REDACTED], in Courtroom 1 of the United States District Court, Central District of California, the Honorable Jesus G. Bernal presiding, 3470 Twelfth Street, Riverside, California 925013

Your attendance at the Final Approval Hearing is not required. However, you may be heard orally at the hearing in opposition to the proposed Settlement if you wish. You may also enter an appearance through an attorney retained at your own expense. If you do not enter an appearance through an attorney, and do not object, Class Counsel will represent you at the hearing.

¹ "Released Persons" means Dr. Mehmet C. Oz, M.D., Zoco Productions, LLC, Harpo Productions, Inc., Sony Pictures Television Inc., and Entertainment Media Ventures, Inc., each, any and all of their respective past, present, and future heirs, executors, administrators, predecessors, successors, assigns, parent companies, owners, subsidiaries, divisions, joint venturers, entities in which the Media Defendants have a controlling interest, holding companies, employees, agents, consultants, marketing partners, resellers, lead generators, telemarketers, independent contractors, insurers, reinsurers, directors, officers, partners, principals, attorneys, accountants, financial advisors, investors, investment bankers, underwriters, shareholders, auditors, legal representatives, successors in interest, affiliates, trusts, and corporations; and each and all of the past, present, and future officers, directors, principals, representatives, employees, agents, shareholders, attorneys, successors, executors, and assigns of any of the foregoing entities. ("Released Parties"). This release specifically excludes Non-Settling Defendants Interhealth Nutraceuticals, Inc., Naturex, Inc., Lee Labrada, Labrada Bodybuilding Nutrition, Inc., and Labrada Nutritional Systems, Inc.

WHERE CAN I GET MORE INFORMATION?

The Notice's description of the case and Settlement is general. For more details of the matters involved in this lawsuit and the Settlement, you may review the Settlement Agreement and related pleadings as set forth below.

If you want more detailed information about the lawsuit and proposed Settlement, including reviewing the Settlement documents, you may visit the Settlement Website at www.weightlossclassaction.com.

If you wish to review the Court's docket in this case, you may do so through the "Public Access to Court Electronic Records" or PACER service. PACER is a browser based electronic retrieval system that provides criminal and civil summaries and docket information using a computer terminal. PACER also provides access to scanned civil judgments, order and minute orders. To establish a PACER account, contact the PACER Service Center at <http://pacer.psc.uscourts.gov/> or 800-676-6856.

DO NOT TELEPHONE or ADDRESS ANY QUESTIONS ABOUT THE CASE OR SETTLEMENT TO THE CLERK OF THE COURT OR TO THE JUDGE. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS. THE COURT EXPRESSES NO VIEW AS TO THE MERITS OF ANY CLAIMS OR DEFENSES ASSERTED BY ANY PARTY TO THE ACTION.

EXHIBIT B

JOINT PUBLIC STATEMENT

A proposed class of plaintiffs has reached a settlement agreement concerning a class action lawsuit filed on February 2, 2016 against media defendants Sony Pictures Television, Inc., Harpo Productions, Inc., ZoCo Productions, LLC, Dr. Mehmet Oz (“Dr. Oz”), and Entertainment Media Ventures, Inc. The lawsuit was regarding episodes of *The Dr. Oz Show* in 2012 related to Green Coffee Bean Extract and Garcinia Cambogia. The court previously dismissed Sony Pictures Television, Inc. from the lawsuit, and the plaintiffs are now requesting that the court also dismiss Dr. Oz and Entertainment Media Ventures, Inc. None of the media defendants have been found liable for any wrongdoing and are pleased with the resolution of this matter.

EXHIBIT C

WOODARD, et al. v. LABRADA, et al.
United States District Court, Central District of California
5:16CV 000189-JGB-SP

**CLASS ACTION SETTLEMENT
CLAIM FORM**

CLAIM FORM INSTRUCTIONS

In order for you to qualify to receive a payment related to *Woodard, et al. v. Labrada, et al.*, Case No. 5:16-cv-00189-JGB-SP, United States District, Court Central District of California, as described in the notice of settlement (the, "Class notice") you must file a Claim Form, as described below to process your claim.

REQUIREMENT FOR FILING A CLAIM FORM

1. Please review the Notice of Class Action Settlement (the Notice). A copy of the Notice is also available at www.weightlossclassaction.com
2. Accurately complete all required portions of this Claim Form
3. Sign the claim form including the Certification.
4. By signing and submitting this Claim Form, you are hereby certifying that you purchased (A) any Green Coffee Bean Extract and/or Garcinia Cambogia product from any manufacturer, including but not limited to the Labrada Dual Action Fat Buster with Supercitrimax® Garcinia Cambogia and the Labrada Fat Loss Optimizer with Svetol® Green Coffee Bean Extract, from February 2, 2012 until the date notice is disseminated in this action, and saw any fake ad purported to be sourced from or approved by Dr. Oz or Media Defendants; or (B) any weight loss product, ingredient, and/or plant after viewing, at any time, any portion of Episode 3-143, Episode 4-018, or Episode 4-052 of The Dr. Oz Show, or viewing, at any time, any portion of Doctoroz.com on or after April 26, 2012 related to Green Coffee Bean Extract and/or Garcinia Cambogia, or after seeing any fake ad purported to be sourced from or approved by Dr. Oz or Media Defendants, even if it resulted in weight loss.
5. In order for you to receive a cash payment, you must complete and submit a completed form on line at www.weightlossclassaction.com or mail the completed and signed Claim Form and Certification by First Class U.S. Mail postage prepaid, postmarked no later than [REDACTED] 2018:
To:
Supplement Class Action Settlement
[Address]
6. Your failure to complete and submit the Claim Form postmarked by [REDACTED], 2018 will preclude you from receiving any payment in this Settlement.

WOODARD, et al. v. LABRADA, et al.
United States District Court, Central District of California
5:16CV 000189-JGB-SP

**CLASS ACTION SETTLEMENT
CLAIM FORM**

Your Name:

Your Mailing Address (with zip code):

Your Phone Number:

Your Email Address:

Did you purchase one of the following products: (A) any Green Coffee Bean Extract and/or Garcinia Cambogia product from any manufacturer, including but not limited to the Labrada Dual Action Fat Buster with Supercitrimax® Garcinia Cambogia and the Labrada Fat Loss Optimizer with Svetol® Green Coffee Bean Extract, from February 2, 2012 until the date notice is disseminated in this action, and saw any fake ad purported to be sourced from or approved by Dr. Oz or Media Defendants; or (B) any weight loss product, ingredient, and/or plant after viewing, at any time, any portion of Episode 3-143, Episode 4-018, or Episode 4-052 of The Dr. Oz Show, or viewing, at any time, any portion of Doctoroz.com on or after April 26, 2012 related to Green Coffee Bean Extract and/or Garcinia Cambogia, or after seeing any fake ad purported to be sourced from or approved by Dr. Oz or Media Defendants, even if it resulted in weight loss.

_____ YES

_____ NO

Date of Purchase. For each Product you claim you purchased, give the date of the purchase. If you do not have a receipt for your purchase, give the approximate date:

Date(s):

Copy of Your Receipt. If you have a receipt for your purchases, enclose a copy of all receipts with this form.

Location of Purchase. For each Product you purchased, identify the address of the store where the purchase was made. (Example: CVS Pharmacy, 225 Main Street, Cedar Rapids, Iowa).

Claim Your Settlement Award¹.

I hereby certify that the foregoing is true and correct.

Signature: _____

Date: _____

¹ The settlement awards are described in detail in Section D of the Settlement Agreement.

EXHIBIT D

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

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-SP

**DECLARATION OF CARLA PEAK IN
SUPPORT OF JOINT MOTION FOR
PRELIMINARY APPROVAL**

I, Carla Peak, declare as follows:

1. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct. I am Vice President of Legal Notification Services at KCC, LLC (“KCC”). KCC is an experienced national class action notice provider and class administrator with experience in administering class action settlements. KCC’s services include pre-settlement consulting, settlement fund escrow, disbursement and tax reporting, class member data management, legal notification, call center support, and claims administration.

2. This declaration will describe KCC’s experience, as well as the notice program (the “Notice Plan”) proposed for this case, including how the Notice Plan was developed.

EXPERIENCE

3. KCC is a class action administrator that specializes in providing comprehensive

class action services including, but not limited to, pre-settlement consulting, email and mailing campaign implementation, website design, claims administration, check and voucher disbursements, tax reporting, settlement fund escrow and reporting, class member data management, legal notification, call center support, claims administration, and other related services critical to the effective administration of class actions. KCC has developed efficient, secure and cost-effective methods to properly handle the voluminous data and mailings associated with the noticing, claims processing and disbursement requirements of settlements to ensure the orderly and fair treatment of class members and all parties in interest. An industry leader, KCC has implemented more than 6,000 successful class action notice and settlement administration matters and handled thousands of distributions in other contexts. Our experience includes many of the largest and most complex settlement administrations of both private litigation and of actions brought by state and federal government regulators.

4. KCC has administered class action administrations for such defendants as HP-Compaq, LensCrafters, United Parcel Service, Ford, Mitsubishi, Nissan, Whirlpool, ATI Video Cards, and Twentieth Century Fox. Some consumer case examples which KCC has been involved with include: *Wells v. Abbott Laboratories, Inc.*, Sup. Ct. Cal., No. BC389753; *Rikos v. The Procter & Gamble Co.* (Align Probiotics), S.D. Ohio, No. 11-cv-00226; *Abante Rooter and Plumbing, Inc. v. Alarm.com Inc.* (Certification) N.D. Cal., No. 4:15-cv-06314; *Houze v. Brasscraft Manufacturing Co.* (EZ-FLO), Sup. Ct. Cal., No. BC493276; *In Re: Rust-Oleum Restore Marketing, Sales Practices and Products Liability Litigation*, No. 1:15-cv-01364 (N.D. Ill.); *In re Sears, Roebuck and Co. Front-Loading Washer Products Liability Litigation*, No. 1:06-cv-07023 (N.D. Ill.); *Lerma v. Schiff Nutrition International, Inc.*, No. 1:13-CV-07747 (N.D. Ill.); *Cobb v. BSH Home Appliances Corp.*, No. 8:10-CV-0711 (C.D. Cal.); *Roberts v. Electrolux Home Products, Inc.*, No. 8:12-CV-01644 (C.D. Cal.); *Cappalli v. BJ's Wholesale Club, Inc.*, No. 1:10-CV-00407 (D. R.I.); *Stroud v. eMachines, Inc.*, No. CJ-2003-968 L (D. Ct. Cleveland Cnty, Okla.); and *Shames v. The Hertz Corporation*, No. 07cv2174-MMA (S.D. Cal.).

TARGET AUDIENCE

5. The Class is defined as: all persons in the United States who purchased A) any Green Coffee Bean Extract and/or Garcinia Cambogia product from any manufacturer, including but not limited to the Labrada Dual Action Fat Buster with Supercitrimax® Garcinia Cambogia and the Labrada Fat Loss Optimizer with Svetol® Green Coffee Bean Extract, from February 2, 2012 until the date notice is disseminated in this action, and saw any fake ad purported to be sourced from or approved by Dr. Oz or Media Defendants; or (B) any weight loss product, ingredient, and/or plant after viewing, at any time, any portion of Episode 3-143, Episode 4-018, or Episode 4-052 of The Dr. Oz Show, or viewing, at any time, any portion of DoctorOz.com on or after April 26, 2012 related to Green Coffee Bean Extract and/or Garcinia Cambogia, or after seeing any fake ad purported to be sourced from or approved by Dr. Oz or Media Defendants, even if it resulted in weight loss.

6. Labrada Garcinia Cambogia and Labrada Green Coffee Bean Extract are promoted as weight-loss supplement products. Therefore, GfK MediaMark Research & Intelligence, LLC (MRI)¹ data was studied among a target of adults who have used a meal/dietary/weight loss supplement for weight loss (“likely Settlement Class members”). Knowing the characteristics, demographics, interests, and media habits of a target group aids in the media planning and selection process.

7. Demographic highlights of likely Settlement Class members include: 96.0% speak English most often; 89.0% have graduated from high school and 58.9% have attended college; 87.7% are 18-64 years of age; 86.7% live in a metropolitan area; 79.2% have a household

¹ GfK MRI is a nationally accredited research firm that provides consumer demographics, product and brand usage, and audience/exposure in all forms of advertising media. Established in 1979, MRI measures the usage of nearly 6,000 product and service brands across 550 categories, along with readership of hundreds of magazines and newspapers, internet usage, television viewership, national and local radio listening, yellow page usage, and out-of-home exposure. Based on a yearly face-to-face interview of 26,000 consumers in their homes, MRI’s Survey of the American Consumer™ is the primary source of audience data for the U.S. consumer magazine industry and the most comprehensive and reliable source of multi-media audience data available.

income of \$30,000 or more, 69.2% have a household income of \$40,000 or more, and 60.0% have a household income of \$50,000 or more; 71.5% are white; and 70.9% are women.

8. On average, likely Settlement Class members:² are 46 years old; have a household income of \$79,905; and own a home valued at \$248,137.

9. Compared to the general adult population, likely Settlement Class members are: 36.9% more likely to be women; 28.4% more likely to be of Spanish, Hispanic, or Latino origin or descent and 19.5% more likely to be Black/African American; 22.2% more likely to have a household income between \$10,000-\$19,999, 17.0% more likely to have a household income between \$100,000-\$149,999, and 12.8% more likely to have a household income between \$40,000-\$49,999; 17.0% more likely to be 45-54 years of age, 15.5% more likely to be 25-34 years of age, and 9.7% more likely to be 35-44 years of age; and 15.7% more likely to speak Spanish most often.

10. Media usage among likely Settlement Class members includes: 64.3% are considered to be moderate to heavy consumers of magazine; and 62.7% are considered to be moderate to heavy consumers of internet.

11. Internet usage of likely Settlement Class members includes: 90.5% have access to the internet at home using a computer; 88.9% have looked at or used the internet in the last 30 days; and 68.9% have visited Facebook in the last 30 days.

NOTICE PLAN DETAILS

Consumer Publications

12. KCC will cause the Summary Notice to appear as a third-page ad unit once in the nationwide print editions of *Glamour*, *Star*, and *In Touch* magazines, as well as their respective online digital replicas.

13. *Glamour* is a monthly women's magazine featuring articles on fashion trends, beauty, and entertainment. It reaches 7.6% of likely Settlement Class members and likely

² The average age for U.S. adults is 47, the average household income is \$81,761, and the average home value is \$268,528.

Settlement Class members are 82.0% more likely to be readers, as compared to the general adult population.

14. *Star* is a weekly celebrity news and entertainment magazine featuring the latest and breaking in celebrity, Hollywood, and entertainment news with stories, photos, and videos from the hottest stars. It reaches 3.2% of likely Settlement Class members and likely Settlement Class members are 28.5% more likely to be readers, as compared to the general adult population.

15. *In Touch* is a weekly celebrity and entertainment news magazine that reports breaking stories and photos of the hottest Hollywood stars and celebrity icons. It reaches 5.2% of likely Settlement Class members and likely Settlement Class members are 2.1 times more likely to be readers, as compared to the general adult population.

Internet Advertising

16. In addition to the individual notice efforts and consumer publications above, KCC will implement an internet notice effort consisting of banner advertising. Approximately 204.5 million internet impressions will be purchased and distributed over the Google Display Network (GDN), Facebook, and Yahoo! network over a period of 60 days. The impressions will be targeted to likely Settlement Class members and will appear on both mobile and desktop devices. The online ads will include an embedded link to the case website.

17. GDN is a vast ad network that reaches over 90% of Internet users and harnesses the power of advertising opportunities to over two million websites, including some of the most-visited websites and most recognizable properties on the entire internet.

18. Facebook is the largest social media platform in terms of both audience size and engagement, with the capability of reaching millions of users daily.

19. Yahoo! is an Internet portal that incorporates a search engine and a directory of websites organized in a hierarchy of topic categories. The directory provides users with a structured view of hundreds of thousands of websites and millions of webpages. It also provides one of the best ways to search the internet for a given topic.

Newspaper Notices

20. To fulfill California's Consumers Legal Remedies Act notice requirement, KCC will cause the Summary Notice to appear as an eighth-page ad unit once a week for four consecutive weeks in the *Los Angeles Daily News*.

Spanish Translation

21. Given the demographics of likely Settlement Class members, a Spanish-language tagline/sub-headline will be included in the notice documents. The Spanish-language tagline will be included in all printed notice documents directly beneath the English-language headline and will direct Spanish-speaking readers to visit the case website for more information and to view a copy of the Notice in Spanish.

Case Website

22. KCC will establish and maintain a case specific website to allow Settlement Class members to obtain additional information and documents about the settlement. The case website will allow users to submit a Claim Form online, and view, download, and print the Settlement Agreement, Preliminary Approval Order, Details Notice (in both English and Spanish), and Claim Form. Settlement Class members will also be able to review a list of Frequently Asked Questions and Answers. The website address will be displayed in the Postcard Notice, Consumer Publications, and Newspaper Notices, and will be accessible through a hyperlink embedded in the individual emails and internet banner notices.

Toll-Free Telephone Number

23. KCC will establish and host a case specific toll-free number to allow Settlement Class members to learn more about the settlement in the form of frequently asked questions and answers. It will also allow Settlement Class members to request to have a Detailed Notice and Claim Form mailed directly to them. The toll-free number will be displayed in the Email Notice, Postcard Notice, Consumer Publications, Newspaper Notices, Detailed Notice and case website.

Settlement Email Address

24. KCC will establish and monitor a settlement email address where Settlement Class members may submit questions and other case correspondence.

Settlement PO Box

25. KCC will establish and monitor a post office mailbox where Settlement Class members may submit exclusion requests and other case correspondence.

CONCLUSION

26. The proposed Notice Plan is expected to reach approximately 70% of likely Settlement Class members. It is consistent with other effective settlement notice programs, as well as the reach guidelines set forth in the Federal Judicial Center's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide. It provides the best notice practicable under the circumstances and meets the "desire to actually inform" due process communications standard of *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950).

27. At the conclusion of the Notice Plan, KCC will provide a final report verifying its adequacy and effective implementation.

I, Carla Peak, declare under penalty of perjury that the foregoing is true and correct. Executed this 15th day of June 2018, at Sellersville, Pennsylvania.



Carla A. Peak

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EXHIBIT E

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

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

Plaintiffs,

vs.

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-SP

CLASS ACTION

**[PROPOSED] ORDER
GRANTING JOINT MOTION
FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 This matter having been submitted to the Court by Plaintiffs Veda Woodard,
2 Teresa Rizzo-Marino, and Diane Morrison, on their own behalf and on behalf of
3 the Class defined below (hereafter collectively referred to as “Plaintiff” or “Class
4 Representatives”) and Law Offices of Ronald A. Marron, APLC and Cohelan,
5 Khoury, and Singer (together, “Class Counsel”) on behalf of the Plaintiffs and by
6 Defendants Zoco Productions, LLC, Harpo Productions, Inc., Dr. Mehmet C. Oz,
7 M.D. and Entertainment Media Ventures, Inc. (hereafter collectively referred to as
8 the “Media Defendants”) through their Counsel, by way of the parties’ joint motion
9 for preliminary approval of the proposed settlement in the above captioned action;

10 WHEREAS, the Court having reviewed and considered the parties’ joint
11 motion for preliminary approval and supporting materials filed by Class Counsel
12 and counsel for the Media Defendants; and

13 WHEREAS, this Court has fully considered the record and the requirements
14 of law; and good cause appearing;

15 **IT IS THIS ____ DAY OF _____, 2018**

16 **ORDERED** that the settlement (including all terms of the Settlement
17 Agreement and exhibits thereto) is hereby **PRELIMINARILY APPROVED**. The
18 Court further finds and orders as follows:

19 1. The Court has subject matter jurisdiction under 28 U.S.C. § 1331 and
20 venue is proper in this district.

21 2. The Court has personal jurisdiction over the Class Representatives,
22 Settlement Class Members, and the Media Defendants.

23 3. The settlement is the product of arm’s length bargaining conducted by
24 experienced legal counsel after extensive discovery and with the assistance of an
25 impartial mediator. The Settlement Agreement is not the result of collusion.

26 4. The proceedings that occurred before the parties reached the
27 Settlement Agreement gave counsel and the parties an opportunity to adequately
28 assess the strengths and weaknesses of their respective positions in this case, and,

1 thus, to structure the settlement in a way that adequately accounts for those
2 strengths and weaknesses.

3 5. The settlement falls well within the range of reason and has no
4 obvious deficiencies.

5 6. Because the settlement meets the standards for preliminary approval,
6 the Court preliminarily approves all terms of the settlement, including the
7 Settlement Agreement and all of its exhibits.

8 7. The Court finds, for settlement purposes only, that all requirements of
9 Federal Rules of Civil Procedure 23(a) and 23(b)(3) have been satisfied. The Court
10 certifies a Settlement Class of all persons in the United States who purchased (A)
11 any Green Coffee Bean Extract and/or Garcinia Cambogia product from any
12 manufacturer, including but not limited to the Labrada Dual Action Fat Buster with
13 Supercitrimax® Garcinia Cambogia and the Labrada Fat Loss Optimizer with
14 Svetol® Green Coffee Bean Extract, from February 2, 2012 until the date notice is
15 disseminated in this action, and saw any fake ad purported to be sourced from or
16 approved by Dr. Oz or Media Defendants; or (B) any weight loss product,
17 ingredient, and/or plant after viewing, at any time, any portion of Episode 3-143,
18 Episode 4-018, or Episode 4-052 of The Dr. Oz Show, or viewing, at any time, any
19 portion of Doctoroz.com on or after April 26, 2012 related to Green Coffee Bean
20 Extract and/or Garcinia Cambogia, or after seeing any fake ad purported to be
21 sourced from or approved by Dr. Oz or Media Defendants, even if it resulted in
22 weight loss.¹

23 _____
24 ¹ Excluded from the Settlement Class are: (1) all judges and magistrates who have
25 presided or are presiding over this action (or the judge or Magistrate presiding over
26 the action through which this matter is presented for settlement); (2) the
27 defendants, defendants' subsidiaries, parent companies, successors, predecessors,
28 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.

1 8. The Court conditionally certifies the proposed Settlement Class, and
2 finds that the requirements of Rule 23(a) are satisfied, for settlement purposes
3 only, as follows:

4 a. Pursuant to Federal Rule of Civil Procedure 23(a)(1), the
5 members of the Settlement Class are so numerous that joinder of all members is
6 impracticable.

7 b. Pursuant to Federal Rule of Civil Procedure 23(a)(2), the Court
8 determines that there are common issues of law and fact for the Settlement Class.

9 c. Pursuant to Federal Rule of Civil Procedure 23(a)(3), the claims
10 of the Class Representatives are typical of the Settlement Class that they represent.

11 d. Pursuant to Federal Rule of Civil Procedure 23(a)(4), the
12 Plaintiffs Veda Woodard, Teresa Rizzo-Marino, and Diane Morrison will fairly
13 and adequately represent the interests of all members of the Settlement Class. The
14 interests of Ms. Woodard, Ms. Rizzo-Marino, and Ms. Morrison are not
15 antagonistic to those of the Settlement Class. Ms. Woodard, Ms. Rizzo-Marino,
16 and Ms. Morrison are represented by counsel who are experienced and competent
17 in the prosecution of complex class action litigation. Accordingly, the Court hereby
18 appoints Plaintiffs Veda Woodard, Teresa Rizzo-Marino, and Diane Morrison as
19 Class Representatives for the Settlement Class.

20 9. The Court further finds that the requirements of Federal Rule of Civil
21 Procedure 23(b)(3) are satisfied, for settlement purposes only, as follows:

22 a. Questions of law and fact common to the members of the
23 Settlement Class predominate over questions that may affect only individual
24 members; and

25 b. A class action is superior to all other available methods for the
26 fair and efficient adjudication of this controversy.

27 10. The Court has reviewed the content of the notice plan and the Claim
28 Form and finds that they satisfy the requirements of Federal Rule of Civil

1 Procedure 23(c)(2), Federal Rule of Civil Procedure 23(e)(1), and due process.
2 Accordingly, the Court approves the Notice and the Claim Form.

3 11. The Court further approves the methods for giving notice of the
4 settlement to the members of the Settlement Class, as reflected in the Settlement
5 Agreement and proposed in the parties' joint motion for preliminary approval. In
6 addition to the Class Notice, the Court has also reviewed the notice procedures and
7 finds that the members of the Settlement Class will, thereby, receive the best notice
8 practicable under the circumstances. The Court also approves payment of the costs
9 of notice as provided in the settlement. The Court finds that the notice procedures,
10 carried out with reasonable diligence, will constitute the best notice practicable
11 under the circumstances and will satisfy the requirements of Federal Rule of Civil
12 Procedure 23(c)(2), Federal Rule of Civil Procedure 23(e)(1), and due process.

13 12. The Court preliminarily finds that the following counsel fairly and
14 adequately represent the interests of the Settlement Class and hereby appoints the
15 Law Offices of Ronald A. Marron, APLC and the law firm of Cohelan, Khoury,
16 and Singer as Settlement Class Counsel pursuant to Federal Rule of Civil
17 Procedure 23(g).

18 13. The Court further approves the appointment of KCC, LLC, or
19 equivalent class action administrator identified by the parties to administer and
20 oversee, among other things, the processing, handling, reviewing, and approving of
21 claims made by Claimants; communicating with Claimants; and distributing
22 payments to qualified Claimants.

23 14. The Court directs that pursuant to Federal Rule of Civil Procedure
24 23(e)(2) a hearing will be held on [_____], 2018, to consider final
25 approval of the settlement (the "Final Approval Hearing" or "Fairness Hearing")
26 including, but not limited to, the following issues: (a) whether the Settlement Class
27 should be finally certified for settlement purposes only; (b) the fairness,
28 reasonableness, and adequacy of the settlement; (c) Class Counsel's application for

1 an award of attorneys' fees and costs; and (d) approval of an award of service
2 payments to the Class Representatives. The Final Approval Hearing may be
3 adjourned by the Court and the Court may address the matters set out above,
4 including final approval of the Settlement, without further notice to the Settlement
5 Class other than notice that may be posted at the Court and on the Settlement
6 Website.

7 15. Any member of the Settlement Class wishing to object (an
8 "Objector") to the proposed settlement and/or be heard at the Fairness Hearing
9 shall comply with the following procedures:

10 a. To object, a member of the Settlement Class, individually or
11 through counsel, must file a written objection with the Court, with a copy delivered
12 to Class Counsel and the Media Defendants' Counsel at the addresses set forth
13 below:

14 Ronald A. Marron

15 **LAW OFFICES OF RONALD A. MARRON**

16 651 Arroyo Drive

17 San Diego, CA 92103

18 Telephone: (619) 696-9006

19 Email: ron@consumersadvocates.com

21 Charles L. Babcock

22 **JACKSON WALKER, LLP**

23 1401 McKinney Suite 1900

24 Houston, Texas 77010

25 Telephone: 713.752.4200

26 Facsimile: 713.752.4221

27 Email: cbabcock@jw.com

1 b. A written objection filed with the Court regarding or related to
2 the settlement shall contain all of the following information: (i) a reference, in its
3 first sentence, to this Litigation, *Veda Woodard et al. v. Lee Labrada, et al.*, Case
4 No. 5:16-cv-00189-JGB-SP; (ii) the Objector’s full, legal name, residential
5 address, telephone number, and email address (along with his/her lawyer’s name,
6 business address, telephone number, and email address if objecting through
7 counsel); (iii) a statement describing his/her membership in the Settlement Class,
8 including a verification under oath as to the date, name of the Class Products
9 purchased, and the location and name of the retailer from whom he or she made the
10 purchase of Class Products, along with any a receipt or online order confirmation
11 he or she has (if any) reflecting such purchase and any other information required
12 by the Claim Form; (iv) a written statement setting forth all grounds for the
13 objection, accompanied by any legal support for such objection; (v) copies of any
14 papers, briefs, or other documents upon which the objection is based; (vi) a list of
15 all persons who will be called to testify in support of the objection, if any; (vii) a
16 statement of whether the Objector intends to appear at the Settlement Hearing
17 (Note: if the Objector intends to appear at the Settlement Hearing through counsel,
18 the objection must also state the identity of all attorneys representing the Objector
19 who will appear at the Settlement Hearing); (viii) a list of the exhibits the Objector
20 may offer during the Settlement Hearing, along with copies of such exhibits; and
21 (ix) the Objector’s signature. In addition, an Objector must, if applicable, include
22 with their objection: (i) the identity of all counsel who represent the Objector,
23 including former or current counsel who may be entitled to compensation for any
24 reason related to the objection; (ii) a detailed list of any other objections submitted
25 by the Settlement Class Member, or his/her counsel, to any class actions submitted
26 in any court, whether state or federal, within the United States during the previous
27 five (5) years. Class Counsel and/or the Media Defendants are hereby granted
28 leave to take the deposition of any Objector.

1 c. Any member of the Settlement Class who files and serves a
2 timely written objection in accordance with this Order may also appear at the
3 Fairness Hearing, to the extent permitted by the Court, either in person or through
4 an attorney hired at the Settlement Class member's expense, to object to the
5 fairness, reasonableness or adequacy of the proposed settlement. Any attorney
6 representing a member of the Settlement Class for the purpose of making
7 objections must also contemporaneously file a Notice of Appearance with the
8 Clerk and serve copies of such by mail to the counsel listed above.

9 d. Members of the Settlement Class or their attorneys intending to
10 appear at the Fairness Hearing must, by [_____], 2018, serve on
11 Settlement Class Counsel and counsel for Defendants, and file with the Court, a
12 notice of Intent to Appear, which includes: (i) the name, address and telephone
13 number of the Settlement Class member and, if applicable, the name, address and
14 telephone number of the Settlement Class member's attorney; (ii) the objection,
15 including any papers in support thereof; and (iii) the name and address of any
16 witness(es) to be presented at the Fairness Hearing, together with a statement as to
17 the matters on which they wish to testify and a summary of the proposed
18 testimony.

19 e. Any member of the Settlement Class who does not timely file
20 and serve a Notice of Intent to Appear, and any witness not identified in the Notice
21 of Intent to Appear, shall not be permitted to appear at the Fairness Hearing, except
22 for good cause shown.

23 16. Members of the Settlement Class who elect not to participate in the
24 settlement (i.e., "opt-out") must submit a written request for exclusion that is
25 postmarked no later than [_____], 2018. The Settlement Administrator
26 shall compile a list of all Opt-Outs and the Parties shall file the list of Opt-Outs
27 with the Court by no later than the date of the Fairness Hearing.
28

1 17. Any member of the Settlement Class who fails to properly and timely
2 submit a written notice of exclusion shall be automatically included in the
3 Settlement Class and shall be bound by all the terms and provisions of the
4 Settlement Agreement and the settlement, including the Release and Order of Final
5 Judgment. The Court shall resolve any disputes concerning the Opt-Out provisions
6 of the settlement.

7 18. In order to participate in the settlement and receive a cash payment
8 from the Settlement Fund, members of the Settlement Class must properly
9 complete a Claim Form (online or in paper format) and submit it to the Claims
10 Administrator. To be effective, any such Claim Form must be postmarked no later
11 than [_____], 2018 and must otherwise comply with the procedures and
12 instructions set forth in the Claim Form.

13 19. The deadlines for key events are as follows:

EVENT	DEADLINE
Deadline for publishing Notice	
Filing of papers in support of Final Approval and Class Counsel's Application for Attorneys' Fees and Expenses	
For filing an objection with the Court, or submitting a Request for Exclusion to the Settlement Administrator	
Filing of response to objections	
Final Approval Hearing	
Deadline for submitting claims forms	

26 20. To the extent not otherwise defined herein, all defined terms in this
27 Order shall have the meaning assigned in the Settlement Agreement.
28

1 21. In the event that the Settlement does not become effective for any
2 reason, this Preliminary Approval Order shall be rendered null and shall be
3 vacated, and all orders entered in connection herewith shall be null and void to the
4 extent provided by and in accordance with the Agreement. If the Settlement does
5 not become effective, the Media Defendants and any other released persons shall
6 have retained any and all of their current defenses and arguments thereto
7 (including but not limited to arguments that the requirements of Federal Rules of
8 Civil Procedure 23(a) and (b)(3) are not satisfied for purposes of continued
9 litigation). This action shall thereupon revert immediately to its respective
10 procedural and substantive status prior to the date of execution of the Settlement
11 Agreement and shall proceed as if the Settlement Agreement and any related order
12 had not been executed.

13 22. Nothing in this Preliminary Approval Order, the Settlement
14 Agreement, or any documents or statements related thereto, is or shall be deemed
15 or construed to be an admission or evidence of any violation of any statute or law
16 or of any liability or wrongdoing by the Media Defendants, or an admission of the
17 propriety of class certification for any purposes other than for purposes of the
18 current proposed Settlement.

19 23. All other proceedings in the Action are hereby stayed until such time
20 as the Court renders a final decision regarding approval of the proposed
21 Settlement. No discovery with regards to this Action, or with respect to this
22 Settlement, shall be permitted other than as may be directed by the Court upon a
23 proper showing by the party seeking such discovery by motion properly noticed
24 and served in accordance with this Court's Local Rules. In addition, pending a
25 determination on final approval of the Settlement, all Settlement Class Members
26 are hereby barred and enjoined from commencing or prosecuting any action
27 involving any Released Claims.
28

1 24. The Court shall retain continuing jurisdiction over the Action, the
2 Parties and the Settlement Class, and the administration, enforcement, and
3 interpretation of the settlement. Any disputes or controversies arising with respect
4 to the settlement shall be presented by motion to the Court provided, however, that
5 nothing in this paragraph shall restrict the Parties' ability to exercise their rights
6 under Paragraphs 21 and 23 above.

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8 **IT IS SO ORDERED.**

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11 DATED: _____, 2018

12 HON. JESUS G. BERNAL
13 United States District Judge
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