

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF CALIFORNIA

NOTICE OF CLASS ACTION SETTLEMENT

SHERRY HUNTER. v. NATURE’S WAY PRODUCTS, LLC ET AL.,
CASE NO. No. 16-cv-532-WQH-BLM (S.D. Cal.)

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

***IF YOU PURCHASED NATURE’S WAY EXTRA VIRGIN COCONUT OIL OR LIQUID
COCONUT OIL, 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 lawsuit (the “Action”) against Nature’s Way Products, LLC, and Schwabe North America, Inc., (referred to collectively as “Nature’s Way”), alleging that Nature’s Way, which marketed and sold the Nature’s Way Extra Virgin Coconut Oil and Liquid Coconut Oil that are the subject of the Action, violated certain California laws by misleadingly marketing the products as healthy. However, to avoid the cost of litigation, and potential risks for both sides, the Parties have reached a Stipulation of Class Action Settlement, which was preliminarily approved by the United States District Court for the Southern District of California on August 30, 2019. Nature’s Way denies the allegations and any wrongdoing.

• If you purchased Nature’s Way Extra Virgin Coconut Oil in a 16-ounce or 32-ounce jar or Nature’s Way Liquid Coconut Oil in a 10-ounce or 20-ounce bottle, distributed by Nature’s Way during the Class Period (January 28, 2012 to August 30, 2019), for your own personal or household use, and not for resale, bearing at least one of the claims below, you may be a member of the settling Class.

- “Healthy”
- “Ideal for Exercise and Weight Loss Programs”
- “Recommendation: Take 1 tablespoon (14 g) up to 4 times daily”
- “Non-hydrogenated, no trans fat,” unless the statement, “See Supplement Facts for total fat and saturated fat content,” was displayed near the phrase “Non-hydrogenated, no trans fat”

• 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, 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.

WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

• The two sides disagree on what relief, and how much, could have been won, if any, if the Class won at trial. The settlement avoids costs and risks to you from continuing the lawsuit, provides relief to affected persons like you, and releases Nature’s Way and others from liability for the related claims.

• The proposed class action settlement will provide \$1.85 million in funds to pay all aspects of Settlement (the “Common Fund”), including Class Member claims, notice, administration, plaintiff’s service award, legal expenses, and attorneys’ fees. Nature’s Way has already voluntarily removed the challenged claims from the label of the Nature’s Way Extra Virgin Coconut Oil and Liquid Coconut Oil products, and has agreed to refrain in the future from using the following terms and phrases, or substantially similar terms or phrases:

- “Healthy”
- “Ideal for Exercise and Weight Loss Programs”
- “Recommendation: Take 1 tablespoon (14 g) up to 4 times daily”
- “Non-hydrogenated, no trans fat” unless the statement is made with the disclosures required by the FDA

• Class Members who have their claims validated by the Claims Administrator and who provide a proof of purchase, in the form of receipt or Product packaging, will be reimbursed as follows: \$3.00 for a 16-ounce jar of semi-solid Extra Virgin Coconut Oil, \$6.00 for a 32-ounce jar of semi-solid Extra Virgin Coconut Oil, \$3.50 for a 10-ounce jar of Liquid Coconut Cooking Oil, and \$6.00

for a 20-ounce jar of Liquid Coconut Cooking Oil. Class Members without proof of purchase who have their claims validated by the Claims Administrator will be reimbursed those same amounts, but will be capped at reimbursement for three total units for claims with no proof of purchase.

- If the total amount of funds claimed by Class Members is less than the total amount of the fund that is available to Class Members after costs and expenses, the excess funds will be distributed to Class Members who submitted Valid Claims on a pro-rata basis that is proportional to the value of each Valid Claim, with such distribution occurring concurrently with the distribution of the original refund amount, but that the total amount of claims paid to each Class Member shall be capped at 50% of the approximate average retail value of the products for which they are making claims. The approximate average retail value to be used for each product is as follows: Nature's Way semi-solid Extra Virgin Coconut Oil: \$20 for a 32-ounce jar, and \$10 for a 16-ounce jar; Nature's Way Liquid Coconut Cooking Oil: \$20 for a 20-ounce bottle, and \$11.50 for a 10-ounce bottle. If after that increase in funds to be distributed to Class Members, the total amount of funds claimed and to be distributed is less than the total amount of the fund that is available to Class Members after costs and expenses, the excess funds will be paid to American Heart Association.

- Class Counsel will petition the Court for a fee award in an amount no greater than 33% of the common fund (\$610,500), and actual litigation expenses, and Class Representative will seek a service award of no more than \$7,500. Class Counsel have agreed to split any fees awarded 50% to The Law Office of Jack Fitzgerald, PC, and 50% to The Law Office of Paul K. Joseph, PC.

BACKGROUND ON THE LAWSUIT & SETTLEMENT

The lawsuit seeks to obtain compensation for an alleged violation of California consumer protection statutes including the Unfair Competition Law (UCL), False Advertising Law (FAL), and Consumers Legal Remedies Act (CLRA), and for Breach of Express and Implied Warranties.

After the parties engaged in substantial investigation, discovery, and settlement negotiations, plaintiff and 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.NaturesWayCoconutOilSettlement.com. The proposed Settlement Class covers the time period of January 28, 2012 to August 30, 2019.

Plaintiff 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, plaintiff and Class Counsel believe it is in the best interests of the Class to settle the lawsuit on the terms described below.

Nature's Way denies plaintiff's allegations and any wrongdoing, and the Class's right to recover anything. Nevertheless, it has agreed to settle the lawsuit for the purpose of avoiding the time and expense of further litigation.

THE CLASS

The Court has certified a Settlement Class consisting of:

All persons who, during the Class Period, purchased Nature’s Way Extra Virgin Coconut Oil or Nature’s Way Liquid Coconut Oil bearing at least one labeling claim challenged in this action for personal or household use. Excluded from the Class are: (a) persons or entities who purchased Coconut Oil for the purpose of resale or distribution; (b) persons who are directors and Officers of Nature’s Way or its parent, subsidiary, or affiliate companies; (c) governmental entities; (d) persons who timely and properly exclude themselves from the Class as provided in the Agreement; (e) persons who signed a release of Nature’s Way for compensation for the claims arising out of the facts or claims asserted in the Action; and (f) any judicial officer hearing this Action, including his or her immediate family members and employees.

DO I HAVE A LAWYER IN THE CASE?

The Court has appointed The Law Office of Jack Fitzgerald, PC and The Law Office of Paul K. Joseph, PC, as Class Counsel in this case. The Court has determined that Class Counsel are qualified to represent you and all other Class Members. You will not be charged for these lawyers. The lawyers handling the case are experienced in handling similar 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. Your legal rights are affected, and you have a choice to make now. In response to this Notice, you may (1) do nothing, (2) ask to be excluded from the lawsuit, (3) object to the proposed Settlement, or (4) submit a claim form. Those options are summarized in the following table, and then discussed in greater detail below.

Your Legal Rights and Options in This Lawsuit	
Submit a Claim Form	The only way to get a monetary payment. Postmark or submit your Claim Form online by October 31, 2019.
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 will keep any right you might have to sue Nature’s Way separately about the same legal claims in this lawsuit. If there is a

Your Legal Rights and Options in This Lawsuit	
	recovery in this case, including under the proposed Settlement, you will not share in that recovery. To do so you must submit an opt out form no later than October 31, 2019
Object	<p>Tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate.</p> <p>You may file a written objection no later than November 25, 2019, and/or appear at the Final Approval Hearing to tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate.</p>
Do Nothing	<p>Stay in this lawsuit. Await the outcome. Give up certain rights.</p> <p>By doing nothing, you will get no cash payment and give up any right you may have to sue Nature’s Way separately about the same legal claims in this lawsuit.</p>

1. Submit a Claim Form

You must submit a Claim Form to get a monetary payment. Claim Forms may be printed or filed online at the Settlement Website, www.NaturesWayCoconutOilSettlement.com. Claim Forms are simple and easy to complete, requiring (a) personal/contact information, (b) a statement of the quantity of products purchased during the Class Period, and (c) your affirmation that the information provided is true and correct. In exchange for receiving a monetary payment, under the Settlement Agreement, you will give up your rights to sue Nature’s Way about the same claims in this lawsuit.

Claim forms must be postmarked, faxed, or submitted online no later than October 31, 2019.

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 Nature’s Way and will not have “released” it from any claims. However, you will *not* receive the compensation described above. You may not object to the Settlement under this option. If you wish to be excluded from the Class (also referred to as “opting out”), you must download and print an Opt-Out Form from the Settlement Website (www.NaturesWayCoconutOilSettlement.com), fill out and sign the form, and mail it to the class action administrator, postmarked on or before **October 31, 2019**, at the following address:

Hunter v. Nature’s Way Prods., LLC et al
 RG/2 Claims Administration
 P.O. Box 59479
 Philadelphia, PA 19102-9479

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, you must, no later than **November 25, 2019**, file a signed, written objection with the Court, and serve copies on Class Counsel and Defense Counsel. The objection must contain:

- i. The name of this Action (“*Sherry Hunter v. Nature’s Way, et al.*”, Case No. 3:16-cv-00532-WQH-AGS”);
- ii. The full name, address, and telephone number of the person objecting;
- iii. The word “Objection” at the top of the document;
- iv. An explanation of the basis upon which the person claims to be a Class member;
- v. In clear and concise terms, the legal and factual arguments supporting the objection;
- vi. The identity (name, address, and telephone number) of any counsel representing the person who will appear at the Fairness Hearing;
- vii. A statement confirming whether the person intends to personally appear and/or testify at the Fairness hearing; and the person’s signature or the signature of the person’s duly authorized counsel or other duly authorized representative.

The objection must be served on counsel as follows:

Class Counsel

Jack Fitzgerald
The Law Office of Jack Fitzgerald, PC
3636 4th Ave., Ste. 202
San Diego, CA 92103

Paul K. Joseph
The Law Office of Paul K. Joseph, PC
4125 W. Pt. Loma Blvd., No. 309
San Diego, CA 92110

Defense Counsel

Kevin W. Alexander, Esq.
Thomas R. Watson, Esq.
Michael Bryant, Esq.
GORDON & REES LLP
101 W. Broadway, Suite 2000
San Diego, CA 92101

If you wish to appear at the Final Approval Hearing, you should, no later than November 25, 2019, file with the Court and serve on Class Counsel and Defense Counsel at the addresses set forth below, a Notice of Intent to Appear, either 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.NaturesWayCoconutOilSettlement.com.

4. Do Nothing

If you do nothing, you will get no money from the Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Nature's Way 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 forever barred from suing Nature's Way and related entities for the claims released in the Settlement. This applies whether you currently know about the existence of such claims or not.

Here, the claims you will give up are:

any action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and attorneys' fees, in law or equity, fixed or contingent, known or unknown, arising out of the conduct alleged or otherwise referred to in the Action, specifically any claim arising from the purchase of any Coconut Oil product.

FINAL APPROVAL HEARING

The Court has scheduled a Final Approval Hearing (also referred to as a "Fairness 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 awards for services rendered on behalf of the Class.

The Final Approval Hearing will occur on December 13, 2019 at 1:30 p.m. in Courtroom 14B of the United States Courthouse for the Southern District of California located at 333 West Broadway, San Diego, CA 92101.

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.

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.NaturesWayCoconutOilSettlement.com, contact RG2 Claims Administration at (866) 742-4955, or contact Class Counsel at (619) 692-3840.

If you wish to review the Court's docket in this case, you may do so at www.pacer.gov, the Court's public access website.

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.