

NOTICE OF CLASS ACTION SETTLEMENT

WILLIAM JACKSON ET AL. v. LANG PHARMA NUTRITION, INC. ET AL.

Superior Court of California for the County of San Diego

Case No. 37-2017-00028196-CU-BC-CTL

The Superior Court of California has authorized this notice.

This is not a solicitation from a lawyer.

IF YOU PURCHASED CERTAIN **CoQ-10 SUPPLEMENTS FROM WAL-MART STORES, INC., CVS PHARMACY, INC., WALGREEN COMPANY, OR MEIJER DISTRIBUTION, INC. THAT WERE MANUFACTURED BY LANG PHARMA NUTRITION, INC., 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 Lang Pharma Nutrition, Inc. (“Lang Pharma”), Wal-Mart Stores, Inc. (“Wal-Mart”), CVS Pharmacy, Inc. (“CVS”), Walgreen Company (“Walgreens”), and Meijer Distribution, Inc. (“Meijer”) (collectively, the “Defendants”). Lang Pharma manufactures a CoQ-10 supplement product which is sold by Wal-Mart, CVS, Walgreens, and Meijer (the “Retailer Defendants”) under their own store brand names. Immediately below is a list of the CoQ-10 supplements:

- (1) Wal-Mart's Equate Clinical Strength High Absorption CoQ-10 100 mg;
- (2) CVS/Pharmacy Ultra CoQ-10 100 mg;
- (3) CVS/Health Ultra CoQ-10 100 mg;
- (4) CVS/Pharmacy Enhanced Absorption Formula CoQ-10 100 mg;
- (5) CVS/Health Enhanced Absorption Formula CoQ-10 100 mg;
- (6) Walgreens Well at Walgreens CoQ-10 Enhanced Absorption Formula 100 mg
- (7) Walgreens Well at Walgreens CoQ-10 Enhanced Absorption Formula 200 mg;

(8) Meijer's Ultra CoQ-10 100 mg ("Meijer Ultra CoQ-10").

It is alleged in the lawsuit that Defendants violated certain California laws by misleadingly labeling their CoQ-10 supplement as being more effective than they are and has having greater absorption rates than they do. Defendants deny the allegations and any wrongdoing and maintain that the products are effective and achieve the stated absorption rates. The parties have reached a class action settlement.

If you purchased any of the CoQ-10 supplements listed above between July 1, 2013 and July 24, 2018, 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.

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 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 Defendants from liability for the alleged claims.

The proposed class settlement will provide the Class with \$1,306,000 in monetary relief. This relief will be comprised of two parts: (1) \$656,000 cash fund and (2) \$650,000 in credits to redeem product(s) directly from Lang Pharma's web site. The cash fund will offset by notice and administrative costs, attorneys' fees, class representative incentive fees, and a portion of the shipping and handling costs. If claims exceed the cash amount available, the amounts claimed will be reduced pro rata; if funds remain the cash refund to claimants will be increased pro rata. Likewise, if the fund for product credits is exhausted, the value of each credit claimed will be reduced pro rata; if the fund for product credits is not exhausted, the value of each voucher will be increased. Any claimed credits that remain unused after 60 days of delivery will be reissued and donated to Consumers Union, a charitable organization.

Class Members who file a valid claim form must choose between a cash refund of \$3.50 pro rata or a product credit valued at \$12.50 that may be used to redeem a variety of Lang Pharma products from a designated Lang Pharma website. Class Members must use the credit within 60 days. A valid claim form will require class members to provide their name, address, phone number, date of purchase, the name of the CoQ-10 supplement that was purchased and other information necessary to process the claim.

In addition to the cash and product credit funds, the Retailer Defendants have agreed to the following changes to their product labels and advertising of their CoQ-10 supplements:

- **Wal-Mart's Equate Clinical Strength High Absorption CoQ-10 100 mg:** “3 Times Better Absorption ⁽¹⁾” “(1) Based on a clinical study. Three times better absorption may not be achieved by all users of this product. Individual results may vary.”
- **CVS Enhanced Absorption Formula CoQ-10 100 mg:** “3 Times Better Absorption ⁽¹⁾” or “3X Better Absorption ⁽¹⁾” “(1) Based on a clinical study. Three times (or 3X) better absorption may not be achieved by all users of this product. Individual results may vary.”
- **CVS Ultra CoQ10 100 mg:** Change 6X better absorption to “Up to 5X better absorption ⁽¹⁾” “(1) Based on a clinical study. Up To 5x better absorption may not be achieved by all users of this product. Individual results may vary.”
- **Walgreens Well at Walgreens CoQ-10 Enhanced Absorption Formula 100 mg and 200 mg:** “Enhanced absorption may not be achieved by all users of this product. Individual results may vary.”
- **Meijer's Ultra CoQ-10 100 mg:** “Up To 5x better absorption may not be achieved by all users of this product. Individual results may vary.”

Class Counsel will apply for and award of attorneys’ fees and expenses, which must be approved by the Court. In addition, Class representatives will apply for the following incentive awards: \$1,000.00 each to William Jackson and Edward Buchanan; \$4,000.00 to Thamar Cortina. These awards must also be approved by the Court.

BACKGROUND ON THE LAWSUIT AND SETTLEMENT

This matter is a continuation of four other CoQ-10 cases involving the retailer defendants (except Meijer). Those cases are: (1) *Thamar Santisteban Cortina v. Wal-Mart, Inc. et al.*, Case No. 13-

cv-020540, United States District Court for the Southern District of California; (2) *Leo Harris v. CVS Pharmacy, Inc.*, Case No. 5:13-cv-02329, United States District Court for the Central District of California; (3) *Raymond Alvandi v. CVS Pharmacy, Inc.*, Case No. 2:15-cv-01503, United States District Court for the Central District of California; and (4) *Gary Reynolds, et al. v. Walgreens, Inc.*, Case No. 4:15-cv-00324, United States District Court for the Northern District of California (collectively the “Prior CoQ-10 Cases”).

While litigating the Prior CoQ-10 Cases, the parties engaged in substantial investigations, extensive discovery, heavy motion practice, and intense settlement discussions. The Prior CoQ-10 Cases were dismissed; however, the *Cortina* court ordered that all discovery conducted in that case could be used by the parties in future CoQ-10 litigation. Subsequent to dismissal, the Prior CoQ-10 Cases were refiled as *Jackson et al. v. Lang Pharma Nutrition, Inc. et al.*

The proposed settlement class covers the time period of July 1, 2013 to July 24, 2018.

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 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.Q10Settlement.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.

Defendants deny Plaintiffs’ 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 time and expense of further litigation and the uncertainty of trial.

THE CLASS

The Class is defined to mean “all persons in the United States who purchased a Lang CoQ-10 Softgel product manufactured by Lang Pharma Nutrition, Inc. (hereafter, “Lang CoQ-10 Softgel”) and sold under store brand labels by CVS, Wal-Mart, Walgreens and Meijer (“the

Retailers”), from July 1, 2013 until the date the notice of settlement is disseminated to the class. Excluded from the Settlement Class are (1) the judge presiding over this action through the final Approval of this Settlement Agreement of this; (2) the Defendants, (3) Defendants' subsidiaries, parent companies, successors, predecessors, any entity in which the defendants or their parents have a controlling interest, suppliers and vendors; (4) Defendants’ current or former officers, directors, and employees; (5) persons who properly execute and file a timely request for exclusion from the class; and (6) legal representatives, successors or assigns of any such excluded person. It is the intent of the parties to include any person who currently has a claim against Defendants regarding the causes of action now alleged or similar causes of action. To the extent that any jurisdiction contains a statute of limitations longer than four (4) years, persons who made purchases prior to four years before the start of this litigation are considered part of the class, but only in those jurisdictions with longer statutes of limitations and only to the extent allowed by law.”

DO I HAVE A LAWYER IN THE CASE?

The Court has appointed Ronald A. Marron of the Law Offices of Ronald Marron, 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 this law firm. This law firm handling the case is 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) submit a Claims Form and participate in the Settlement, (2) ask to be excluded from the lawsuit, (3) object to the proposed Settlement, or (4) 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

<p>Submit a Claims Form</p>	<p>Participate in settlement. Receive compensation. Give up certain rights. Postmark or submit your Claim Form online by visiting www.Q10Settlement.com.</p>
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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 Defendants separately about the same legal claims in this lawsuit. If there is a recovery in this case, including under the proposed settlement, you will not share in that recovery.
Object	Tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate. You may file a written objection no later than September 4, 2018 and/or appear at the Final Approval Hearing to tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate.
Do Nothing	Stay in this lawsuit. Await the outcome. Give up certain rights. By doing nothing, you will get no cash payment and give up any right you may have to sue Defendants separately about the same legal claims in this lawsuit.

1. Submit a Claim Form

You must submit a Claim Form to get a settlement benefit. Claim Forms may be printed or filed online at the Settlement Website, www.Q10Settlement.com. Claim Forms are simple and easy to complete, requiring (a) personal information, (b) the name of Lang CoQ-10 Softgel that was purchased, (c) the date of purchase, and (d) affirmation that the information provided is true and correct. In exchange for receiving a monetary or product credit under the Settlement Agreement, you will give up your rights to sue Defendants about the same claims in this lawsuit.

Claim forms must be mailed or submitted online no later than September 4, 2018

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 Defendants and will not have “released” 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 September 4, 2018 at the following address:

www.Q10Settlement.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 September 4, 2018, 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 November 2, 2018 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.Q10Settlement.com.

Class Counsel

Ronald A. Marron
651 Arroyo Drive
San Diego, CA 92103

Defense Counsel

David C. Allen
Barnes & Thornburg LLP
2029 Century Park East, Suite 300
Los Angeles, CA 90067

4. Do Nothing

If you do nothing, you will get no money or product credit from the settlement. 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 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 forever barred from suing 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.

FINAL APPROVAL HEARING

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 awards for services rendered on behalf of the Class.

The Final Approval Hearing will occur at **9:00 a.m. Pacific Time on November 29, 2018 in Department C-73 of the San Diego Superior Court, the Honorable Joel R. Wohlfeil presiding, 330 West Broadway, San Diego, California 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.

¹ "Released Persons" means Defendants, their parent companies, subsidiary companies, affiliated companies, past, present and future officers (as of the Effective Date), directors, members, employees, predecessors, affiliates, parents, subsidiaries, suppliers, trustees, vendors, subcontractors, co-conspirators, buyers, independent contractors, attorneys, representatives, heirs, executors, experts, consultants, and assigns of all the foregoing persons and entities.

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.Q10Settlement.com, contact Classaura, LLC, 1718 Peachtree St. #1080, Atlanta, Georgia 30309 (1-866-532-6710), or contact Class Counsel at 619-696-9006.

If you wish to review the Court's docket in this case, you may do so by visiting www.sdcourt.ca.gov, the Court's public access website. Direct your browser to the register of actions link and then enter case number 37-2017-00028196. You may view the Court's docket from here, including but not limited to documents filed with the Court (on the "Register of Actions"), ruling and orders, and other information.

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.