

**If you bought a Pharmavite LLC product containing glucosamine and/or chondroitin, including TripleFlex® and BJ’s products made by Pharmavite LLC, you could get money or free products from a class action settlement.**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

- A settlement has been proposed in a class action lawsuit against Pharmavite LLC (“Pharmavite”) about the labeling and packaging of certain glucosamine and/or chondroitin products it manufactured (the specific “Covered Products” are identified below in Question 5).
- If you are included in the Settlement Class (defined below in Question 5), your rights will be affected and you may be able to get benefits.
- If you are included in the Settlement Class, you can request \$12.50-\$25 for up to four (4) Covered Products you purchased during the Class Period (defined in Question 5), depending on whether you are able to provide proof of purchase. Payments are expected to range between \$12.50-\$100, but may vary depending on the total amount of the valid Claim Forms.
- Alternatively, you may request \$25 of free products plus shipping and handling costs (“Offered Product Benefits”) per bottle of Covered Product you purchased during the Class Period, for up to six (6) Covered Products you purchased (up to \$150 of Offered Product Benefits).
- If you purchased Covered Products during the Class Period, your legal rights are affected whether or not you act. Please read this Notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT  
IF IT RECEIVES FINAL COURT APPROVAL:**

<b>SUBMIT A CLAIM FORM</b> (BY NOVEMBER 13, 2017)	<b>Receive a benefit.</b> Remain in the Settlement – get a cash payment or free Offered Product(s) from it. Give up your right to be part of another lawsuit, arbitration or proceeding against Pharmavite for the same legal claims resolved by this Settlement.
<b>EXCLUDE YOURSELF FROM THE CLASS</b> (BY NOVEMBER 13, 2017)	Receive no benefit. Get <u>out</u> of the Settlement – keep the right to be part of another lawsuit, arbitration, or proceeding against Pharmavite for the same legal claims resolved by this Settlement.
<b>OBJECT</b> (BY NOVEMBER 13, 2017)	Remain in the Settlement – write to the Court about why you do not like it. Give up your right to be part of another lawsuit, arbitration, or proceeding against Pharmavite for the same legal claims resolved by this Settlement.
<b>GO TO THE FAIRNESS HEARING</b> (ON DECEMBER 4, 2017)	Remain in the Settlement – ask to speak to the Court about the fairness of it. Give up your right to be part of another lawsuit, arbitration, or proceeding against Pharmavite for the same legal claims resolved by this Settlement.
<b>DO NOTHING</b>	Remain in the Settlement. Do not get a payment or Offered Product Benefit. Give up your right to be part of another lawsuit, arbitration or proceeding against Pharmavite for the same legal claims resolved by this Settlement.

- Your rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court in charge of this settlement still has to decide whether to approve the settlement.
- Payments will be made and Offered Products Benefits will be distributed if the Court grants final approval of the settlement and after any appeals are resolved (if they are resolved in favor of approval).

## BASIC INFORMATION

### 1. What is this Notice and why should I read it?

This Notice is to inform you of the proposed settlement of a class action lawsuit and about your rights and options (if you are in the Settlement Class (defined in Question 5 below)) before the Court decides whether to issue final approval of the settlement (which has been preliminarily approved by the Court). This Notice describes the lawsuit, the proposed settlement, the legal rights of Settlement Class Members, what benefits are available, and who can get them.

Judge Christina A. Snyder of the United States District Court for the Central District of California is overseeing the proposed settlement. Do not contact Judge Snyder's chambers directly. The proposed settlement will resolve all the claims made in *Lorean Barrera v. Pharmavite, LLC*, No. 2:11-cv-04153-CAS (AGrx). The person who sued is called the Named Plaintiff. The company she sued, Pharmavite LLC, is called the Defendant or Pharmavite.

### 2. What is a class action?

In a class action, one or more specific people, called Named Plaintiffs or Class Representatives (in this case Lorean Barrera), sue for all people who have similar claims. The people included in the settlement of these class actions are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the settlement.

### 3. What is this lawsuit about?

The lawsuit claims that the labeling and packaging of products containing glucosamine and/or chondroitin made by Pharmavite LLC, including TripleFlex and products made for BJ's by Pharmavite (specifically listed in Question 5, below), contain false, deceptive, and misleading statements. The lawsuit does not claim that these products are unsafe, and makes no claims about the safety of the products.

Pharmavite denies each and every allegation of wrongdoing, liability, and damages that was or could have been made in the lawsuit. Pharmavite denies the claims made in the lawsuit and denies it has done anything wrong. Pharmavite stands by these products, their labels and packaging, and their safety and efficacy.

### 4. Why is there a settlement?

The Court did not decide in favor of either the Named Plaintiff or Pharmavite. Instead, both sides have agreed to settle the lawsuit. Pharmavite is settling to avoid the substantial cost, inconvenience, and disruption of litigation. The Named Plaintiff and Settlement Class Counsel believe that the settlement is in the best interests of the Settlement Class because it provides an appropriate recovery for Settlement Class Members now, while avoiding the substantial risk, expense, and delay of pursuing the case through trial and any additional appeals.

## **5. How do I know if I am included in the Settlement Class?**

The Settlement Class includes all residents of the United States who purchased for personal use, and not resale or distribution, one of the following “Covered Products” between May 1, 2007 and June 5, 2017 (the “Class Period”):

TripleFlex products, including the following (includes all versions, regardless of the number of tablets/bottle):

1. TripleFlex
2. TripleFlex 50+
3. TripleFlex LSG (Liquid Soft Gels)
4. TripleFlex Mood & Joint
5. TripleFlex Bone & Joint
6. TripleFlex Rapid Relief
7. TripleFlex Rapid Relief B/B
8. TripleFlex Rapid Relief T/P
9. TripleFlex with Vitamin D3
10. TripleFlex Triple Strength
11. TripleFlex Triple Strength B/B
12. TripleFlex Triple Strength Twin Pack
13. TripleFlex Triple Strength LSG (Liquid Soft Gels)
14. TripleFlex Triple Strength with Vitamin D3
15. TripleFlex Double Strength (formerly TripleFlex® Maximum Strength)

NatureMade® Glucosamine products, including the following (all versions, regardless of the number of tablets/bottle):

16. Glucosamine 500 mg Tablet
17. Glucosamine 1000 mg Tablet
18. Glucosamine with Vitamin D [Vitamin D3]
19. Glucosamine 1500, MSM 1000 with Vitamin D [Vitamin D3]
20. Glucosamine 500 mg Chondroitin 400 mg
21. Glucosamine Chondroitin with MSM
22. Glucosamine HCL + MSM with Vitamin D [Vitamin D3]
23. Glucosamine MSM
24. Triple Strength Glucosamine Chondroitin

Berkley and Jensen (BJ's) private label glucosamine products manufactured by Pharmavite, including the following (all versions, regardless of the number of tablets/bottle):

25. Berkley and Jensen (BJ's) Triple Strength Glucosamine Chondroitin
26. Berkley and Jensen (BJ's) Glucosamine 500mg Chondroitin 400mg
27. Berkley and Jensen (BJ's) Glucosamine Chondroitin with MSM
28. Berkley and Jensen (BJ's) Glucosamine/MSM
29. Berkley and Jensen (BJ's) Glucosamine HCL + MSM with Vitamin D [Vitamin D3]
30. Berkley and Jensen (BJ's) Glucosamine, MSM + Vitamin D Tablet [Vitamin D3]

## **THE SETTLEMENT BENEFITS**

### **6. Are there exceptions to being included in the Settlement Class?**

Yes, excluded from the Settlement Class are the following persons: (i) Pharmavite and its respective affiliates, employees, officers, directors, agents, and representatives and their immediate family members; (ii) Settlement Class Counsel and partners, attorneys, and employees of their law firms; and (iii) the judges who have presided over the lawsuit and their immediate family members.

### **7. What does the settlement provide?**

Pharmavite has agreed to pay \$1,000,000 and distribute \$5,900,000 in Offered Product Benefits to Settlement Class Members. Settlement Class Members who submit a timely and valid Claim Form will receive either a payment that is expected to generally range between \$12.50-\$100 OR Offered Product Benefits ranging from \$25-\$150. Payments and Offered Product Benefits will vary based on the number of Covered Products purchased by Settlement Class Members during the Class Period, whether proof of those purchases is provided, and the number of valid claims. If after *pro rata* increases, there remains undistributed Available Offered Product Benefits, Pharmavite will, in its sole and unilateral discretion, give one or a combination of the directions as set forth in No. 10 below, at or before the Fairness Hearing. In addition, Pharmavite has agreed not to use certain terms in future labeling of its Covered Products. Pharmavite will also pay the costs associated with this settlement.

### **8. What can I get from the settlement?**

Settlement Class Members who submit a timely and valid Claim Form can request either a monetary payment (a "Cash Award") OR free products ("Offered Products").

Settlement Class Members who select a Cash Award and submit a timely and properly completed Claim Form *with* proof of purchase, such as a cash register receipt, the box or bottles of a Covered Product, a credit card statement, or other documentation showing purchase of the Covered Product, may claim \$25 for each bottle of Covered Product purchased during the Class Period for up to four bottles (a total of up to \$100) per household. Settlement Class Members who select a Cash Award and submit a timely and properly completed valid Claim Form *without* proof of purchase may claim \$12.50 for each bottle of Covered Product purchased during the Class Period for up to four bottles (a total of up to \$50) per household. Settlement Class Members may submit a claim for the Covered Products for which they have a proof of purchase and for those for which they do not. If the total value of the Valid Claims for Cash Awards exceeds \$1,000,000, the Cash Awards will be reduced on a *pro rata* basis and the unfilled Valid Claims for Cash Awards will be fulfilled with Offered Product Benefits equal to the amount of the *pro rata* reduction, as described below. If the total value of the Valid Claims for Cash Awards is less than \$1,000,000, the excess monies will be distributed on a *pro rata* basis to Settlement Class Members with Valid Claims for Cash Awards.

Settlement Class Members who do not request a Cash Award as described above and/or whose Cash Award is not wholly fulfilled from available funds, may receive Offered Product Benefits. *Regardless* of whether they have proof of purchase, Settlement Class Members who do not request a Cash Award may instead request up to \$25 of Offered Product Benefits for each Covered Product they purchased during the Class Period (up to the lesser of six (6) bottles of Offered Product Benefits or \$150 of Offered Product Benefits per household). Settlement Class Members may select from the following Offered Products:

<b>Product</b>	<b>Suggested Retail Price</b>
Balanced B-100 Timed Release	\$15.99
Super B Complex, <b>Mega Size</b>	\$26.69
Multi Complete <b>Value Size</b>	\$19.99
Multi Prenatal <b>Value Size</b>	\$23.59
Prenatal + DHA	\$16.59
Prenatal + DHA <b>Value Size</b>	\$22.59
Postnatal Multi + DHA	\$17.59
Fish Oil 1200 mg. Burp-less <b>Value Size</b>	\$26.29
Krill Oil 300 mg.	\$24.99
Triple Omega 3-6-9 <b>Value Size</b>	\$29.99
Digestive Probiotics Daily Balance	\$22.99
TripleFlex® Triple Strength <b>Value Size</b>	\$41.99
TripleFlex® Triple Strength 50+ <b>Value Size</b>	\$44.99
CholestOff® Plus	\$27.99
Multi Adult Gummies	\$13.99
Triple Omega 3-6-9	\$15.99
Super Omega-3 Fish Oil <b>Full Strength Mini</b>	\$26.69

**9. Could I get more money than the amount provided on my Claim Form?**

Yes. The amount of cash paid on a claim may be greater than the amount provided on the Claim Form depending on the total number and total dollar amount of valid Claim Forms received. For example, any excess cash which is not needed to pay valid claims for Cash Awards will be distributed with *pro rata* increases to claimants with valid Cash Award requests until all cash is distributed.

**10. Could I get more Offered Products than the amount provided on my Claim Form?**

Possibly. The amount of Offered Product Benefits distributed for a claim may be greater than the amount provided on the Claim Form depending on the total number of valid Claim Forms received. For example, any Available Offered Product Benefits not needed to fulfill valid claims (whether requesting solely Offered Product Benefits or a Cash Award that was reduced *pro rata*) will be distributed with *pro rata* increases to claimants with Valid Claims, up to \$300 of Offered Product Benefits per household. If after such *pro rata* increases, there remains undistributed Available Offered Product Benefits, Pharmavite will, in its sole and unilateral discretion, give one or a combination of the following directions, at or before the Fairness Hearing:

- a. Increase the \$300 limit for Offered Product Benefits, in which case, distributions will be increased to Settlement Class Members who submitted Valid Claims (whether requesting solely a Product Award or requesting a Cash Award that was reduced *pro rata*) on a *pro rata* basis up to the new limit.
- b. Direct that any Available Offered Product Benefit in excess of the \$300 limit (or any such increased limit as Pharmavite designates) be donated to the product *cy pres* charity identified on Exhibit E of the Settlement Agreement.
- c. Direct that any Available Offered Product Benefit in excess of the \$300 limit (or any such increased limit as Pharmavite designates) be donated to the cash *cy pres* charity identified on Exhibit E for liquidation.
- d. Pay to the cash *cy pres* charity identified on Exhibit E the MSRP value of any Available Offered Product Benefit in excess of the \$300 limit (or any such increased limit as Pharmavite designates).
- e. Pay the MSRP value of any Available Offered Product Benefit in excess of the \$300 limit (or any such increased limit as Pharmavite designates) into the Available Cash Award Total.

To the extent necessary to equalize *pro rata* increases, the Settlement Administrator will utilize an impartial lottery system to allocate such excess among less than all the Settlement Class Members who submitted Valid Claims (whether requesting solely a Product Award or requesting a Cash Award that was reduced *pro rata*). In lieu of an increase by lottery, Pharmavite can elect to supplement the Available Offered Product Benefit sufficiently to allow a proportionate increase (up to the \$300 limit or such higher limit as Pharmavite may elect) for all the Settlement Class Members who submitted Valid Claims (whether requesting solely a Product Award or requesting a Cash Award that was reduced *pro rata*). It may be necessary for the Settlement Administrator to modify the type and amount of offered product you receive.

To the extent necessary to equalize any necessary *pro rata* reductions in Offered Product Benefits, the Settlement Administrator will utilize an impartial lottery system to allocate such reductions among less than all the Settlement Class Members who submitted Valid Claims (whether requesting solely a Product Award or requesting a Cash Award that was reduced *pro rata*). Such reductions may be necessary if the Valid Claims by Settlement Class Members for Offered Product Benefits exceed the Available Offered Product Benefit.

## 11. How do I get a Cash Award or Offered Products?

To make a claim and be eligible for a Cash Award or Offered Products from the settlement, Settlement Class Members must complete and submit a Claim Form. Claim Forms must be completed in full, include any proof of purchase to support the claim, and be submitted online or mailed to the Settlement Administrator postmarked by **November 13, 2017**.

Claim Forms may be downloaded at [www.GlucosamineSupplementSettlement.com](http://www.GlucosamineSupplementSettlement.com). Claim Forms are also available by writing to the Settlement Administrator at *Barrera v. Pharmavite LLC* Settlement Administrator, P.O. Box 404008, Louisville, KY 40233-4008, or by calling toll-free 1-855-505-1300.

The Court still has to decide whether to grant final approval of the settlement. Cash Awards will be made and Offered Products distributed if the Court grants final approval of the settlement and after any appeals are resolved (if they are resolved in favor of approval).

## 12. What am I giving up in exchange for the settlement?

Unless you exclude yourself, if you are in the Settlement Class, you will be a Settlement Class Member. If the settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you and all Settlement Class Members. You won't be able to sue, continue to sue, or be part of any other lawsuit against the Released Persons for the legal issues and claims resolved by this settlement. The specific rights you are giving up are called Released Claims (*see* Question 13).

## 13. What are the Released Claims?

"Released Claims" generally refers to any and all claims, whether known or unknown, that could have been asserted by a Settlement Class Member in a lawsuit against any of the Released Persons (Pharmavite LLC, any person or entity in the chain of distribution of the Covered Products, including but not limited to raw material suppliers, distributors, and retailers, and any person or entity (and their affiliates) that manufactured or sold the Covered Products) arising from or relating to the allegedly false and deceptive representations and warranties and omitted material information about the Covered Products.

The Released Claims are fully described in Section IX.B of the Settlement Agreement and General Release, which is available at [www.GlucosamineSupplementSettlement.com](http://www.GlucosamineSupplementSettlement.com).

## EXCLUDE YOURSELF, OBJECT OR DO NOTHING

## 14. What does it mean to exclude yourself from the settlement?

If you are in the Settlement Class and want to keep the right to sue or continue to sue Pharmavite about the legal claims in the lawsuit, you must take steps to remove yourself from the Settlement Class. This is called excluding yourself or opting out of the settlement. If you opt out, you will not receive a Cash Award or Offered Products from this settlement if the Court grants final approval of the settlement.

## 15. How do I get out of the Settlement?

If you are in the Settlement Class and wish to be excluded from the Settlement Class, you must submit a request for exclusion to the Settlement Administrator online at [www.GlucosamineSupplementSettlement.com](http://www.GlucosamineSupplementSettlement.com) or by mail to *Barrera v. Pharmavite LLC* Settlement Administrator, P.O. Box 404008, Louisville, KY 40233-4008, postmarked no later than **November 13, 2017**. Your request for exclusion must (1) be signed by you, (2) contain a statement that you want to be excluded from the Settlement Class, and (3) contain a statement that you are a person in the Settlement Class and have purchased one or more of the Covered Products during the Class Period. If you have any questions concerning these provisions, please contact the Settlement Administrator at 1-855-505-1300 or [www.GlucosamineSupplementSettlement.com](http://www.GlucosamineSupplementSettlement.com).

You may opt out for yourself only and may not opt out on behalf of others.



**16. If I don't exclude myself, can I sue Pharmavite for the same things later?**

No. If you are in the Settlement Class, unless you exclude yourself, you are giving up the right to sue Pharmavite for the claims that this settlement resolves. You must exclude yourself from *this* Settlement Class to start or continue with your own lawsuit or be part of any other lawsuit.

**17. How do I object or tell the Court if I don't like the settlement?**

If you are in the Settlement Class and you do not ask to be excluded, you may object to the terms of the settlement, the Attorneys' Fee Award, the Litigation Expense Reimbursement, or the Incentive Award. The Court will consider your views before making a decision. To object, you must provide: (1) your name, address, and telephone number and, if represented by an attorney, their name, address, and telephone number; (2) a signed declaration stating that you are a Member of the Settlement Class and you purchased a Covered Product during the Class Period; (3) a statement of all objections to the settlement; and (4) a statement of whether you intend to appear at the Fairness Hearing, either with or without your personal counsel, and if with counsel, their name. Your objection must be submitted to all three addresses below and be postmarked by **November 13, 2017**. Settlement Class Members who object may still receive a Cash Award or Offered Products if they have submitted timely valid Claim Forms.

<b>Clerk of the Court</b>	<b>Settlement Class Counsel</b>	<b>Pharmavite's Counsel</b>
U.S. District Court for the Central District of California Attn: Clerk of the Court 313 North Spring Street Los Angeles, California 90012-4701	Elaine A. Ryan BONNETT, FAIRBOURN, FRIEDMAN & BALINT, P.C. 2325 E. Camelback Road Suite 300 Phoenix, Arizona 85016	René P. Tatro TATRO TEKOSKY SADWICK LLP 333 S. Grand Avenue Suite 4270 Los Angeles, California 90071

**18. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class (do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you cannot object or receive a payment or free product(s) because the settlement no longer affects you. If you object, you may still receive a payment or free products(s) if you submitted a timely valid Claim Form.

**19. What happens if I do nothing?**

If you are a Settlement Class Member and you do nothing, you won't get a Cash Award or any Offered Products from this settlement. If the Court grants final approval of the settlement, you will be bound by its terms, and you will give up your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Pharmavite about the legal issues or claims resolved by this settlement.



## THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

### 20. Who represents the Settlement Class?

For purposes of the settlement, the Court has approved the appointment of the following as Lead Settlement Class Counsel to work on behalf of the Settlement Class:

Elaine A. Ryan  
BONNETT, FAIRBOURN,  
FRIEDMAN & BALINT, P.C.  
2325 East Camelback Road  
Suite 300  
Phoenix, Arizona 85016  
Telephone: (602) 274-1100

Stewart M. Weltman  
SIPRUT, PC  
17 North State Street  
Suite 1600  
Chicago, Illinois 60602  
Telephone: (312) 236-0000

You will not be charged for the services of Settlement Class Counsel. If you want to be represented by your own lawyer, you may hire counsel at your own expense.

### 21. How will the lawyers be paid?

Settlement Class Counsel has not been paid any attorneys' fees and they have not been reimbursed for any of their out-of-pocket expenses. As payment for their work in the lawsuits and in obtaining the settlement, Settlement Class Counsel will ask the Court to approve an Attorneys' Fee Award of up to \$3,475,000, and an award of up to \$600,000 in expenses. They will also ask the Court to approve an Incentive Award of up to \$10,000 to be paid to the Named Plaintiff for the time and effort she contributed to the lawsuit and settlement.

### 22. When and where will the Court decide whether to give final approval to the settlement?

The settlement has already been preliminarily approved by the Court. However, the Court will hold a hearing to decide whether to give final approval to the settlement. If you are a Settlement Class Member, you may attend and you may ask to speak at the Fairness Hearing, but you don't have to attend the hearing and/or ask to speak at it.

The Fairness Hearing will be held before Judge Christina A. Snyder on **December 4, 2017**, at **10:00 a.m.**, in Courtroom 8D at the First Street Courthouse, 350 W. First Street, Los Angeles, California 90012. At the hearing, the Court will decide whether the proposed settlement is fair, reasonable, and adequate and decide whether to grant final approval to it. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing (*see* Question 23). The Court may also decide the amount of fees, costs, and expenses to award Settlement Class Counsel and whether to approve the Incentive Award.

### 23. Do I have to come to the Court's hearing?

No. You do not need to attend the Fairness Hearing. Settlement Class Counsel will answer any questions the Court may have. If you file an objection to the settlement, you don't have to come to Court to talk about it, unless the Court requires you to do so. As long as you filed and delivered your written objection on time, signed it, and provided all of the required information (*see* Question 17), the Court will consider it. If you file an objection and the Court requires you or your attorney's attendance at the hearing, you or your attorney will be notified by the Court or Settlement Class Counsel. If you wish, you or your own counsel may attend the Fairness Hearing, at your own expense, but it is not required.

#### **24. May I speak at the Court's hearing?**

As long as you are a Settlement Class Member, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file a written request with the Court saying that it is your "Notice of Intent to Appear at the Fairness Hearing" or have stated that you intend to appear in your objection. You must include your name, address, phone number, and signature. If you plan to have your own attorney speak for you at the hearing, you must also include the name, address, and telephone number of the attorney who will appear. Your written request must be sent to the Settlement Administrator (address provided in Question 15) and the Clerk of the Court (address provided in Question 17) by **November 13, 2017**. The time, date and location of the hearing may be changed by the Court without additional notice. If you plan to attend the hearing, you should confirm its time, date and location on the Settlement Website, [www.GlucosamineSupplementSettlement.com](http://www.GlucosamineSupplementSettlement.com). Settlement Class Members who speak at the Fairness Hearing may still receive a Cash Award or Offered Products if they have submitted timely valid Claim Forms.

#### **25. How can I get additional information?**

This Notice, the Settlement Agreement, and other documents related to this settlement are posted on the Settlement Website, [www.GlucosamineSupplementSettlement.com](http://www.GlucosamineSupplementSettlement.com), and are also available by contacting the Settlement Administrator at *Barrera v. Pharmavite LLC* Settlement Administrator, P.O. Box 404008, Louisville, KY 40233-4008, or 1-855-505-1300.

**Direct any inquiries to the Settlement Administrator.**

**Do not contact the Clerk of Court or the Judge except as directed in this Notice.**