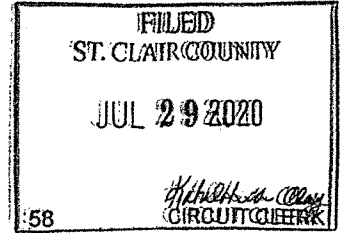


**IN THE CIRCUIT COURT
TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS**



ERIN SMID, STACY BOWLAND and)
BRANDIE LEE, *individually and on behalf of*)
all others similarly situated,)

Plaintiffs,)

v.)

Case No. 20L0190

NUTRANEXT, LLC, NUTRANEXT)
BUSINESS, LLC, NUTRANEXT EHEALTH,)
LLC, RAINBOW LIGHT NUTRITIONAL)
SYSTEMS, LLC, RENEW LIFE HOLDINGS)
CORPORATION, RENEW LIFE)
FORMULAS, LLC, EVEREST NEOCELL)
LLC, NUTRANEXT DIRECT, LLC, and)
NATURE'S PRODUCTS, INC.,)

Defendants.

FINAL APPROVAL ORDER AND JUDGMENT

The Court having held a Final Approval Hearing on July 29, 2020, at 10:00 a.m., notice of the Final Approval Hearing having been duly given in accordance with this Court's Order (1) preliminarily approving class action settlement; (2) conditionally certifying the Settlement Class; (3) approving the Notice Plan; and (4) Setting the Final Approval Hearing ("Preliminary Approval Order"), and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Final Approval Order and good cause appearing therefor,

THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. The Settlement Agreement and Release, including its exhibits, fully executed on March 1, 2020 (the "Agreement"), and the definitions contained therein are incorporated by reference in this Final Approval Order. The terms of this Court's Preliminary Approval Order issued on April 16, 2020, are also incorporated by reference in this Final Approval Order.

2. This Court has jurisdiction over the subject matter of this action and over the Parties, including all members of the Settlement Class certified for settlement purposes in this Court's Preliminary Approval Order.

3. The Settlement Class is defined as follows:

All individuals in the United States, except California residents, who purchased any Rainbow Light Prenatal or Rainbow Light Postnatal products between December 1, 2015 and the date of Preliminary Approval; and (2) all individuals in the United States who purchased any Rainbow Light Non-Prenatal products and Non-Postnatal products (*i.e.*, all other Rainbow Light vitamins, multivitamins, and supplements or other products not specifically labeled as suitable for prenatal or postnatal or lactating mothers) between December 1, 2015 and the date of the Preliminary approval.

Specifically excluded from the Settlement Class are the following persons:

- a. Governmental entities;
- b. subsidiaries, affiliates,
- c. officers, employees or directors of Defendants;
- d. any Judge in the lawsuit, a member of the Judge's immediate family, or any member of the Court's staff;
- e. and any purchases made for the purpose of resale.

Additionally, any persons who validly excluded themselves from the Settlement Class are not Settlement Class Members as that term is defined and used herein, and shall not be bound by this Final Approval Order or any release provided herein. The deadline for Settlement Class Members

to request exclusion was July 29, 2020. No requests for exclusion were received by the Settlement Administrator.

4. The deadline for Settlement Class Members to file an objection was July 29, 2020. No objections were received by the Settlement Administrator.

5. The Court finds that the Agreement is the product of arm's-length settlement negotiations between the Plaintiffs and Settlement Class Counsel on the one hand, and Defendants and Defendants' Counsel on the other hand.

6. The Court finds the Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in Section III.B of the Agreement and this Court's Preliminary Approval Order. The Court further finds that the Media Notice was provided in accordance with the terms set forth in the Agreement.

7. The Court finds that the Notice Program and claims submissions procedures fully satisfy Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, satisfying the requirements of Due Process, and any other applicable law.

8. The Court finds that Class Notice fully satisfied the requirements of Section 2-803 of the Illinois Code of Civil Procedure.

9. The Court finds the settlement terms constitute, in all respects, a fair, reasonable, and adequate settlement as to all Settlement Class Members, and directs it to be carried out in accordance with its terms and conditions. The Plaintiffs, Erin Smid, Stacy Bowland, and Brandie Lee, in their role as Class Representatives, and Settlement Class Counsel (Gary E. Mason of Mason LLP and Gary M. Klinger of GMK Law, Ltd.) adequately represented the Settlement Class for purposes of entering into and implementing the Agreement. Accordingly, the Agreement is finally

approved in all respects, and the Parties are directed to perform its terms. The Parties and Settlement Class Members who were not excluded from the Settlement Class are bound by the terms and conditions of the Agreement.

10. The Court approves Class Counsel's application for attorneys' fees and expenses in the amount of \$1,800,000, which the Court finds to be fair and reasonable according to either the percentage-of-the-fund or lodestar method, and the Court finds Plaintiffs' counsel's hourly rates are reasonable. Accordingly, Settlement Class Counsel is awarded a total of \$1,800,000 (in fees and costs combined), and such amount is to be paid from the Settlement Fund pursuant to and in the manner provided by the terms of the Agreement.

11. The Court finds the payment of a service award in the amount of \$9,000 to each of the Class Representatives, Erin Smid, Stacy Bowland, and Brandie Lee (\$3,000 each), is fair and reasonable. Accordingly, each Class Representative is awarded \$3,000, paid from the Settlement Fund pursuant to and in the manner provided by the terms of the Agreement.

12. The Settlement Administrator shall be paid reasonable notice and claims administration expenses from the Settlement Fund.

13. The Court approves those claims as determined by the Settlement Administrator to be valid claims submitted with accompanying proof of purchase, as well as those claims determined by the Settlement Administrator to be valid claims submitted without proof of purchase.

14. The Settlement Class Members who submitted a timely and valid claim shall be paid in accordance with Sections II.B.1 and III.F.3 of the Agreement.

15. The Settlement Class described in paragraph 3 above is finally certified, solely for purposes of effectuating the Agreement and this Final Approval Order.

16. The requirements of Illinois Code of Civil Procedure section 2-801 have been satisfied for settlement purposes.

17. The Administrator is directed to distribute the Settlement Funds to the Settlement Class pursuant to the terms of the Agreement, commencing on the Effective Date. The Effective Date shall be deemed to be thirty (30) days from the date of this Order, provided there is no appeal therefrom.

18. Plaintiffs and each and every one of the Settlement Class Members unconditionally, fully, and finally release and forever discharge the Released Parties from the Released Claims as provided for in the Agreement. In addition, any rights of the Class Representative and each and every one of the Settlement Class Members to the protections afforded under Section 1542 of the California Civil Code and/or any other similar, comparable, or equivalent laws, are terminated.

19. The Agreement (including, without limitation, its exhibits), and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, of any liability or wrongdoing, by Defendant, or of the truth of any of the claims asserted by Plaintiffs, and evidence relating to the Agreement shall not be discoverable or used, directly or indirectly, in any way, whether in this Action or in any other action or proceeding, except for purposes of enforcing the terms and conditions of the Agreement, the Preliminary Approval Order, and/or this Order.

20. Solely for purposes of such suit, action, or other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court, or that the Court is, in any way, an improper venue or an

inconvenient forum. These provisions are necessary to protect the Agreement, this Final Approval Order and this Court's authority to effectuate the Agreement, and are ordered in aid of this Court's jurisdiction and to protect its judgment.

21. As of the Effective Date, the Named Plaintiffs and all Settlement Class Members, whether or not they have returned a Claim Form within the time and in the manner provided for, shall be barred from asserting any Released Claims against Defendants and/or any Released Persons, and all Settlement Class Members shall have released any and all Released Claims as against Defendants and all Released Persons.

22. The Settlement Agreement and the Final Order And Judgment are binding on and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release, maintained by or on behalf of the Named Plaintiffs and any or all Settlement Class Members, as well as their respective present, former and future administrators, agents, assigns, attorneys, executors, heirs, partners, predecessors-in-interest, and successors.

23. The Court hereby bars and permanently enjoins all Settlement Class Members from (a) filing, commencing, prosecuting, intervening in, or participating in any way (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims, and (b) organizing Settlement Class Members (or any subgroup thereof) into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including, without limitation, by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims,

except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency.

24. If an appeal is filed as to this Final Approval Order, and if thereafter the Final Approval Order is not ultimately upheld, all orders entered, stipulations made and releases delivered in connection herewith, or in the Agreement or in connection therewith, shall be null and void to the extent provided by and in accordance with the Agreement. If for any reason whatsoever this Settlement is not finalized or there is no Effective Date of the Settlement as detailed in the Agreement, the certification of the Settlement Class shall be void and the Parties and the Action will return to the status quo as it existed prior to the Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings, in response to any motion seeking class certification, any motion seeking to compel arbitration or otherwise asserted at any other stage of the Action or in any other proceeding. No agreements, documents or statements made by or entered into by any Party in connection with the Settlement may be used by Plaintiffs, any person in the proposed Settlement Class, Defendant or any other person to establish liability, any defense and/or any of the elements of class certification, whether in the Action or in any other proceeding.

25. Finding that there is no just reason for delay, the Court orders that this Final Approval Order shall constitute a final judgment pursuant to the Illinois Code of Civil Procedure 735 ILCS 5/2-1301, *et seq.* The Court orders that, upon the Effective Date, the Agreement shall be the exclusive remedy for any and all Released Claims of the Named Plaintiffs and each and every Settlement Class Member against the Released Persons. The Clerk of the Court is directed to enter this Final Approval Order on the docket forthwith.

26. The Court retains jurisdiction over the Parties and the Settlement Fund to enforce the Agreement and terms of this Final Approval Order.

27. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Agreement.

28. For the reasons stated herein and for all the reasons stated on the record at the Final Approval Hearing on July 29, 2020, the Court grants the parties' joint motion for final approval of this class action settlement and grants plaintiffs' motion for attorney's fees as outlined above.

IT IS SO ORDERED.

Entered: 7/29/20

Chris T. Helke
Circuit Court Judge
Circuit Court of St. Clair County