

If you purchased one or more canisters of All Day Energy Greens or All Day Energy Greens Fruity in 2014 or 2015, you could get benefits from a class action settlement.

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

- A Settlement has been reached with Bactolac Pharmaceutical, Inc. (“Bactolac”), NaturMed, Inc. (d/b/a Institute for Vibrant Living) (“NaturMed”), and Independent Vital Life, LLC (“IVL2”) in a class action lawsuit about the sale of certain voluntarily recalled lots of the dietary supplement All Day Energy Greens and All Day Energy Greens Fruity (collectively, “ADEG”) in 2014 and 2015.
- The Settlement includes all Persons in the United States who purchased one or more canisters of ADEG that were manufactured as part of the Recalled Lots.
- The Recalled Lots consists of 99 lots of ADEG manufactured in 2014 and 2015 that were included in the March 2016 voluntary product recall of ADEG conducted by NaturMed with the knowledge of the Food and Drug Administration. The list of Recalled Lots is available on the settlement’s website www.NaturMedIVLSettlement.com.
- Your legal rights are affected regardless of whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you can get a payment or other benefits from this Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Do not get a payment or other settlement benefits. This is the only option that allows you to be part of any other lawsuit against the Released Parties, including the Settling Defendants, for the legal claims made in this lawsuit and released by the Settlement.
OBJECT TO THE SETTLEMENT	Write to the Court with reasons why you do not agree with the Settlement.
GO TO THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
DO NOTHING	You will not get a payment or other benefits from this Settlement and you will give up certain legal rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court overseeing this case still has to decide whether to approve the Settlement.

BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Eastern District of New York. There are two cases consolidated for pretrial proceedings, known as *Copley v. Bactolac Pharmaceutical, Inc. et al.*, No. 2:18-cv-00575-FB-PK, and *Faris v. Bactolac Pharmaceutical, Inc. et al.*, No. 1:20-cv-1338-FB-PK (the “Action”). U.S. District Court Judge Frederic Block is presiding over the Action. The people who filed the lawsuit are called Plaintiffs. The companies they sued, Bactolac, NaturMed, and IVL2, are called Defendants. This Settlement is between Plaintiffs and the Defendants.

2. What is this lawsuit about?

Plaintiffs claim that 99 lots of ADEG manufactured in 2014 and 2015 by Bactolac and sold to consumers by NaturMed contained ingredients not identified on the product label and omitted certain ingredients required by the product formula, which caused the supplement to be adulterated. Plaintiffs allege that the manufacture and sale of adulterated ADEG renders Bactolac and NaturMed liable under theories of breach of warranty, state consumer protection statutes, and under common law tort theories for monetary damages. Plaintiffs further allege that IVL2 is a mere continuation of NaturMed and is liable for the wrongful acts committed by its predecessor.

The Defendants deny Plaintiffs’ allegations, and any alleged wrongdoing in connection with the manufacture and sale of ADEG, and dispute the factual, legal, scientific, and other bases for Plaintiffs’ claims.

3. What is a class action?

In a class action, one or more people called representative Plaintiffs (in this case, Charles Copley, Jason Evans, Humberto Garcia, Luz Angelina Garcia, Joan McDonald, John Peterson, Natalie Roberts, Norman Skare, individually and as personal representative for Betty Skare, David Stone, Kaye Wink, individually and as next of kin of Donald Wink, Jeffrey Faris, Antonia Hampton, Raul Robles, and Kathleen Cannon) sue on behalf of people who have similar claims. Together, all these people and the Persons that they represent are called Settlement Class Members. One Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Classes.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendants. Instead, the Plaintiffs and Defendants agreed to a settlement. This way, they avoid the cost and burden of a trial and eligible Settlement Class Members can get benefits and more quickly. The class representative Plaintiffs and their attorneys (“Class Counsel”) think the Settlement is best for all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are part of the Settlement as a Settlement Class Member if you are a Person in the United States who purchased one or more canisters of ADEG that were manufactured as part of the Recalled Lots (unless you fall into one of the exclusions described in Question 6).

The Recalled Lots are 99 lots included in the March 2016 voluntary product recall of ADEG conducted by NaturMed with the knowledge of the Food and Drug Administration. The lot numbers for the Recalled Lots are set forth on the Settlement Website www.NaturMedIVLSettlement.com.

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

Yes. The Settlement does not include (i) any such Person who has timely and validly excluded himself, herself, or herself from the Settlement Class, in accordance with the Settlement’s terms; (ii) the Defendants, any entity or division in which the Defendants have a controlling interest, their legal representatives in this Action, and their officers, directors, assigns, and successors; (iii) the judge to whom this Action is assigned, any member of the judge’s immediate family and the judge’s staff, or any other judicial officer or judicial staff member assigned to this case; (iv) any Class Counsel, including their partners, members, and shareholders, and any immediate family members of Class Counsel, (v) any State, including without limitation the United States, or any of its agencies; and (vi) any Person who purchased one or more canisters of ADEG manufactured from a Recalled Lot and who previously received (a) a full refund for his or her purchase, or (b) Replacement Product.

7. I am still not sure if I am included.

If you are still not sure whether you are included, you can call 1-844-563-0649 or visit www.NaturMedIVLSettlement.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Defendants have agreed to pay \$1,725,000 into a Settlement Fund. Eligible Settlement Class Members will have the choice to claim a credit worth \$10.00 toward purchase of any IVL2 product, which will remain valid for three years, or \$5 cash. If, however, the number of claimants electing to receive the cash payment exceeds the \$100,000 Alternative Payment Fund, then each Settlement Class Member electing a cash payment shall receive a pro rata share. If monies remain in the Alternative Payment Fund after payment of \$5 to each Settlement Class Member electing a cash payment, the excess will be distributed pro rata to all such Settlement Class Members.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

9. How do I get a Settlement Credit or Alternative Fund Payment?

To qualify for a Settlement payment or receive a Settlement Credit, you must complete and submit a Claim Form by **May 20, 2022**. You may submit a Claim Form by returning the form attached to the postcard you received in the mail notifying you of this Settlement, or you may use the online Claim Form available at www.NaturMedIVLSettlement.com. Claim Forms are also available by calling 1-844-563-0649 or by writing to NaturMed/IVL Settlement Administrator, P.O. Box 3958, Baton Rouge, LA 70821.

10. When will I get my payment or Settlement Credit?

The Court will hold a Final Approval Hearing at 3:00 p.m. on May 20, 2022 to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals will be filed and, if so, how long it will take to resolve them. Settlement payments and credits will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

11. What am I giving up to get a payment or credit and stay in the Settlement?

Unless you exclude yourself, you are staying in the Settlement. If the Settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You won’t be able to sue or be part of any other lawsuit against the Settling Defendants and the Released Parties (see next question) about the legal issues resolved by this Settlement. The rights you are giving up are called Released Claims.

12. What are the Released Claims?

If the Settlement is approved and becomes final, Settlement Class Members will have expressly, intentionally, voluntarily, and forever released, compromised, settled, and discharged all claims and damages (statutory, contract, tort, equitable, punitive, interest, or any other relief) that they, along with the Releasing Parties (meaning each Settlement Class Member’s predecessors, successors, heirs, assignors, and assignees, and any past and present affiliates, directors, officers, employees, attorneys, agents, consultants, servants, stockholders, members, representatives, subsidiaries, and affiliates of such persons or entities) may have against the Released Parties (meaning Bactolac, NaturMed, and IVL2, and each Defendant’s insurers; their respective predecessors, successors, heirs, assignors, and assignees; and any past and present affiliates, directors, officers, employees, attorneys, agents, consultants, servants, stockholders, members, representatives, subsidiaries, and affiliates of the foregoing entities) arising out of or related to the allegations in the Complaint. Without limiting the foregoing, the Released Claims include any and all claims that were, or that could have been, asserted in the Action. The release shall extend to and include Defendants and their affiliates, subsidiaries, predecessors, successors, officers, directors, employees, insurers, and attorneys. The release also shall extend to and include all claims, demands, actions, causes of action, allegations, rights, obligations, costs, losses, and damages arising in whole or in part at any time from January 1, 2014 through the Effective Date from or in connection with the acts or omissions of Defendants or any of the other Released Parties of any and every kind of nature, whether in law or in equity, whether in tort or contract, whether arising under common law, statute, or regulation, whether known or Unknown Claims, based upon the claims that were, or could have been, asserted in the Action. Released Claims are not those claims relating to the enforcement of the Settlement Agreement.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Yes. The Court appointed James J. Bilsborrow of Weitz & Luxenberg, P.C. as “Class Counsel” to represent you and other Settlement Class Members. This lawyer and his firm is experienced in handling similar cases. You will not be charged for this lawyer. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will Class Counsel be paid?

Class Counsel will ask the Court for an award of attorneys’ fees of up to one-third of the Total Settlement Value (up to \$1,207,019), plus reimbursement of reasonable litigation costs. They will also ask the Court to approve \$5,000 service awards to be paid to each of the class representative Plaintiffs (a total payment of \$70,000). The Court may award less than these amounts. If approved, these fees, costs, and awards will be paid from the Settlement Fund before making cash payments or Settlement Credits available to Settlement Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating (1) you want to be excluded from *Copley v. Bactolac Pharmaceutical, Inc.*, No. 2:18-cv-00575 (E.D.N.Y.), (2) your full name, current address, and telephone number, (3) facts that prove you are a Settlement Class member, (4) a statement requesting exclusion from the Settlement Class, and (5) your signature. You must mail your exclusion request postmarked no later than **April 11, 2022** to:

NaturMed/IVL Settlement Administrator
P.O. Box 3958
Baton Rouge, LA 70821

The Defendants have the right to terminate the settlement if an undisclosed number of class members choose to exclude themselves from the Settlement. If this occurs, the Settlement will be terminated, and no class member will receive any benefits.

16. If I exclude myself, can I still get a payment or other benefits from the Settlement?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Settlement. You can only get a payment or Settlement Credits if you stay in the Settlement and submit a valid Claim Form.

17. If I do not exclude myself, can I sue the Settling Defendants for the same thing later?

No. If you stay in the Settlement (*i.e.*, do nothing or do not exclude yourself), you give up any right to separately sue any of the Released Parties, including the Defendants, for the claims made in this lawsuit and released by the Class Settlement Agreement.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

18. How do I tell the Court that I do not agree with the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not agree with it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Your objection must include: (1) your full name, current address, and telephone number; (2) a statement of facts that indicate you are a Settlement Class Member; (3) a statement of your objections and the reasons for them; (4) copies of any papers and evidence you intend to submit to support your objection; (5) a statement indicating whether you plan to appear at the Final Approval Hearing; (6) a statement indicating that you are willing to be deposed, upon request, on a mutually acceptable date at least 10 days before the Final Approval Hearing; (7) a list containing the case name, court, and docket number of any other class action settlements in which you or your counsel have filed an objection in the past five years, and a copy of all orders related to or ruling upon those objections; (8) all written and verbal agreements between you, your counsel or any other person related to your objection; and (9) your signature.

Your objection must be mailed to Class Counsel and Defense Counsel so it is postmarked no later than **April 11, 2022**.

Class Counsel	Defense Counsel
<p>James J. Bilsborrow Weitz & Luxenberg, P.C. 700 Broadway New York, New York 10003</p>	<p>Matthew Kelly Seegal McCambridge Singer & Mahoney 233 S. Wacker Dr., Suite 550 Chicago, IL 60606</p> <p>Sheila Carmody Courtney Henson Snell & Wilmer LLP One Arizona Center 400 E. Van Buren St., Suite 1900 Phoenix, AZ 85004-2202</p> <p>Anthony Austin Fennemore Craig, P.C. 2394 East Camelback Rd. Suite 600 Phoenix, AZ 85016</p>

19. May I come to Court to speak about my objection?

Yes. You or your attorney may request to speak at the Final Approval Hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intend to appear at the Final Approval Hearing.

20. What is the difference between objecting to the Settlement and asking to be excluded from it?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you remain in the Settlement Class (that is, do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 3:00 p.m on May 19, 2022, at the United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and costs, as well as the class representative Plaintiffs' service awards. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing (see Question 19 above). After the hearing, the Court will decide whether to approve the settlement.

22. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required that you do so.

23. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing (see Question 19 above).

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are Settlement Class Member and you do nothing, you will give up the rights explained in Question 8, including your right to start a lawsuit or be part of any other lawsuit against the Released Parties, including the Defendants, about the legal issues resolved by this Settlement. In addition, you will not receive a payment or credit from the Settlement.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Class Settlement Agreement. The Settlement Agreement and other documents are available at www.NatureMedIVLSettlement.com. Additional information is also available by calling 1-844-563-0649 or by writing to NaturMed/IVL Settlement Administrator, P.O. Box 3958, Baton Rouge, LA 70821. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Eastern District of New York or reviewing the Court's online docket.